



UMC Governing Board Meeting

Wednesday, July 31, 2024 2:00pm

UMC Trauma Building - Providence Suite - 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
July 31, 2024 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
Trauma Building, Providence Conference Room (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, July 31, 2024, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/>, and University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

PUBLIC COMMENT. This is a period devoted to comments by the general public about items on *this* agenda. If you wish to speak to the Board about items within its jurisdiction but not appearing on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name and address, and please *spell* your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair or the Board by majority vote.

2. Approval of Minutes of the meeting of the UMC Governing Board held on June 26, 2024. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the July 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on July 23, 2024; or take action as deemed appropriate. *(For possible action)*
5. Accept a report on the emergency repairs of a broken water main/pipe repair; or take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the Order Form and Amendment with Spok, Inc. for IT Services; authorize the Chief Executive Officer to execute renewals or amendments; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Agreement with EV&A Architects for the purchase of architectural and development services related to UMC's prospective parking structure project; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Amendment to the previously approved Master Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the First Amendment to Master Affiliation Agreement for Graduate Medical Education with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. *(For possible action)*
11. Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
13. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

14. Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please ***spell*** your last name for the record.

All comments by speakers should be relevant to the Board's action and jurisdiction.

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

**University Medical Center of Southern Nevada
Governing Board Meeting
June 26, 2024**

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, June 26, 2024
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:04 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Renee Franklin
Chris Haase
Robyn Caspersen (WebEx)
Harry Hagerty (WebEx)
Mary Lynn Palenik (WebEx) (joined meeting at 2:45 p.m.)

Ex-Officio Members:

Present:

Steve Weitman, Ex-Officio (WebEx)
Dr. Meena Vohra, Chief of Staff
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Absent:

Mason Van Houweling, Chief Executive Officer (Excused)
Jeff Ellis (Excused)
Bill Noonan, Ex-Officio (Excused)

Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Corey McDaniel, Privacy Officer
Tiffanie Fleming, Director of Patient Access and Ambulatory Care
Susan Pitz, General Counsel
James Conway, Assistant General Counsel
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Chair O'Reilly asked if there were any persons present in the audience wishing to be heard on any item on this agenda.

Speakers: None

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on May 29, 2024. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

A motion was made by Member Mackay that the minutes be approved as recommended. Motion carried by unanimous vote.

ITEM NO. 3 Approval of Agenda (For possible action)

FINAL ACTION:

A motion was made by Member Haase that the agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the June Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 25, 2024; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- June Credentialing

ITEM NO. 5 Approve the UMC Policies and Procedures Committee's activities of April 3 & May 1, 2024 including, the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- April Policies and Procedures
- May Policies and Procedures

- ITEM NO. 6** Approve and authorize the Chief Executive Officer to sign the Agreement to Provide Auditing Services with BDO USA, P.C.; exercise any extension options and execute future amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Agreement to Provide Auditing Services

- ITEM NO. 7** Approve and authorize the Chief Executive Officer to sign the Master Service Agreement with Clarity Healthcare Solutions, LLC d/b/a Brundage Workforce Solutions for Clinical Documentation Integrity Services; execute the extension options and future amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Master Service Agreement

- ITEM NO. 8** Approve and authorize the Chief Executive Officer to sign the Agreement with Ed Vance & Associates Architects for the purchase of architectural services related to elevator modernization; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Contract - Redacted
- Disclosure of Ownership

- ITEM NO. 9** Approve and authorize the Chief Executive Officer to sign the OEC C-Arm MiniView and 3D Imaging System Agreement with GE Healthcare; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- OEC C-Arm Miniview & 3D Imaging Systems Agreement – Redacted
- C-Arm Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 10** Approve and authorize the Chief Executive Officer to sign the Laboratory Services Agreement and Patient Specimen Collection Services Agreement with Laboratory Corporation of America; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Laboratory Services Agreement
- Patient Specimen Collection Service Agreement
- Disclosure of Ownership

- ITEM NO. 11** Approve and authorize the the Chief Executive Officer to sign the Agreement with Medline Industries, LP, for the placement of air blowers

throughout the UMC campus and for the purchase of related disposables; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Contract – Redacted
- Sourcing Letter
- Disclosure of Ownership

ITEM NO. 12 Approve the Contract Closing Reconciliation with Sound Physicians Emergency Medicine of Nevada (Bessler), PLLC; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Contract Closing Reconciliation

ITEM NO. 13 Approve and authorize the the Chief Executive Officer to sign the Primary Commitment Agreement and Exhibit D. Commitment Acknowledgement with Medline Industries, Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Master and Reprocessing Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Franklin that Consent Items 4-13 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 14 Receive an informational presentation from Privacy Officer, Corey McDaniel regarding UMC’s Privacy Compliance Program; and take any action deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Corey McDaniel, UMC Privacy Officer, provided annual education regarding UMC’s HIPAA Privacy program.

PHI is any information transmitted or maintained by an entity in any medium, including any past, present or future demographic information used to identify a person.

Examples of information protected by HIPAA include, written documentation and all paper records, spoken and verbal information, including voice mail messages,

any electronic information, photographic images, as well as audio and video recordings. Permitted use of PHI is only for treatment, payment or certain healthcare operations.

All workforce members, including Board Members, Providers, Administrators and all staff are responsible for adhering to privacy safeguards. Safeguard areas for the Board include discussing patient information, media requests, securing electronic PHI and minimum necessary information.

The hospital has a duty to keep patient information and data private and secure. UMC has developed detailed privacy and information security policies as part of its HIPAA compliance program.

The HIPAA penalties depend on the tier level of culpability and can include civil monetary penalties, as well as potential criminal penalties. A violation of each requirement may be counted separately.

There are approximately 18 identifiers that can be used to identify patients, including demographics, numbers, addresses, zip code, etc. Exceptions may be considered due to natural disasters or infectious outbreaks.

FINAL ACTION:

None

ITEM NO. 15 Review and discuss the Governing Board 2024 Action Plan, to include an informational presentation from Tiffanie Fleming, Executive Director of Patient Access and Ambulatory Care, regarding Value-Based Care; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Tiffanie Fleming, Executive Director of patient Access and Ambulatory Care, provided an educational update on incentive programs for ambulatory care at UMC.

CMS establishes the quality measures in the Quality Incentive Program (QIP) annually. UMC is measured on approximately 21 HEDIS measures and Star Ratings. UMC participates in 9 QIPs, 8 Commercial MCOs and 1 ACO program. These provide additional revenue opportunities for the hospital. Performing well maximizes revenue. UMC is a top performer in addressing quality measures, as well as closing gaps care. She listed some of the quality measures that UMC will work on this year.

UMC manages nearly 26K lives every year. Achieving performance measures and closing gaps in care is the responsibility of all UMC staff members. Proper HEDIS and CMS documentation is a must. Ms. Fleming added that patient compliance is considered the greatest barrier in meeting quality measures and

closing gaps in care. The discussion continued with a review of the steps taken in order to achieve these performance goals.

Lastly, a snapshot of the incentive dollars that have been collected from FY20 to FY24 was shown. UMC is on track to receive over \$2 million in incentive dollars this year.

FINAL ACTION:

None

ITEM NO. 16 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

The meeting held on Monday, June 3, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

An update was received on Clinical Research and Institutional Review Board activities from Ron Roemer, Director of Clinical Research. There are 185 active studies by department at UMC, with the majority being in oncology and emergency. UNLV has 117 active studies, with the majority being conducted in surgery and internal medicine.

Next a report on the annual infection prevention program was received from Kathy Johnson, Director of Infection Prevention. Accomplishments from 2023 were reviewed and future goals were discussed.

Patty Scott, Quality, Safety and Regulatory Officer provided an update on the Quality, Safety and Regulatory program.

There were 33 safety events reports were reported, all within the proper State time frames and corrective actions were taken. UMC's Leapfrog score has dropped from a B grade to a C grade.

The Committee approved the Policies and Procedures, which were approved as a part of today's consent agenda.

An update was provided on the status of the FY24 Organizational goals. At this time, four of the five goals are being met.

There were no emerging issues discussed and after last call for public comment, the meeting was adjourned at 3:08 p.m.

FINAL ACTION:

None

There was a brief pause due to technical difficulties.

ITEM NO. 17 Receive a report from the Governing Board Strategic Planning Committee Meeting; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Hagerty provided a report on the meeting held on Thursday, June 13, 2024 at 9:00 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

Ron Roemer provided an update the the Committee regarding how clinical trials are initiated, budgeted and funded. UMC's team is involved in monitoring and vetting proposed clinical trials. Approximately six federal laws govern the clinical trial process. Hospital excellence is a key driver in increased clinical trials. Oncology is an active user of clinical trials.

Next, was an update on UMC's involvement in the Medical District. UMC continues to play a leading role in the development of the Medical District. UMC is working with the city to develop an economic development plan for Charleston neighborhoods. RTC will be initiating a transport service to provide better access between hospital systems and the airport. UMC is working with other key tenants in the Medical District to develop and coordinate agenda items for the next legislative session.

A draft of the 5-year Financial Plan was reviewed covering FY25 to FY29. Key operating assumptions of the plan were reviewed. The Committee will review the plan every six months.

Lastly, the committee reviewed proposed performance objectives for FY25.

There were no emerging issues discussed and after last call for public comment, the meeting was adjourned at 10:45 a.m.

FINAL ACTION:

None

ITEM NO. 18 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, June 20, 2024 at 2:00 pm. There was a quorum in attendance.

There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report regarding financial results for May and year to date financials, which included key financial matters, performance indicators, trended stats data and actual results compared to budget.

BDO was appointed as UMC's independent auditor for FY24 and FY25 and is included as a part of today's consent agenda.

Next, the Committee discussed matters related to establishing performance goals for FY25. Opportunities to improve the operational performance and financial strength of the hospital was discussed. No action was taken during the meeting for this item. Management will propose goals in July.

There were other business items that were reviewed and approved by the Committee during the meeting. All of the contracts that were approved during the meeting are a part of today's consent agenda.

Emerging issues were identified and discussed, there was no public comment and the meeting adjourned at 3:16 PM.

FINAL ACTION:

None

ITEM NO. 19 Receive the monthly financial report for May FY24; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

May FY24 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for May FY24.

The key indicators for May showed admissions below budget 10%. The AADC was 557. Average length of stay was at 6.22 days. Overall hospital acuity was 1.93 and Medicare CMI was 2.19. Inpatient surgeries were down 12%. Outpatient surgeries were strong, 15% above budget. There were 16 transplant cases. ER visits were below budget 14%. Approximately 22% of ED patients are being admitted.

Quick cares were down 16% from budget due to closure of the Rancho location and the delay of construction with the Southern Highlands Clinic. Primary cares were almost 15% below budget. There were 566 telehealth visits for the month and the Orthopedic Clinic had 2,100 patient visits.

The income statement for the month showed total operating revenue was above budget \$2.4 million. Total operating expenses above budget \$3.2 million. Total income from ops was \$6.7 million, exceeding budget by \$120K. The year-to-date

income statement showed revenue and operating expenses below budget. At this time we are below budget \$2.5 million.

Salaries, wages and benefits were \$700K over budget for the month primarily due to radiology and contract labor. She commented on the challenges in hiring radiologists.

All other expenses were \$2.5 million above budget due to supplies.

FINAL ACTION:

None

ITEM NO. 20 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

The Dean stated that the school welcomed new interns and residents last week. Fellows will be welcomed in a few weeks. A new Rheumatology Fellowship program will start July 1st.

The school is collaborating with UMC, Renown and UNR to develop strategies to grow additional residency programs in the state, to include ophthalmology, neurosurgery, neurology and dermatology. Leadership is working with the state in preparation of the upcoming legislative session to try to receive funding for GME expansion in Nevada.

A consultant group has been hired to help develop a practice plan with the Academic Health Center and with the School of Medicine. UMC has been involved with these discussions.

The school is in the process of closing out their fiscal year. Twenty new faculty members have been hired to date. There are continuing negotiations with other candidates; this is in an effort to expand care in the community.

FINAL ACTION:

None

ITEM NO. 21 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

Tony Marinello, UMC COO provided the CEO updates which included hospital updates and recent community events.

Images of the remodeled OR 15 and 16 and Trauma refresh and Interventional Radiology rooms were shown.

- ED and Hospitalist update- Hiring has been completed. Onboarding will be done Thursday and Friday
- Trauma Resus CT and IR suite now open
- Cath lab completed – set for July inspection
- Revitalize update – The project is ontime and on budget it is about 70% completed. Shadow Lane entry will be complete in August. Lighting has been installed on the 7th Story tower and the Healing Gardens are set to be named July 1st.
- UMC's Cardiology Symposium successful 14th year –Thank you for your support.
- Employee Diversity Fair – this was a success on Monday
- Jennifer Wakem – Named one of Becker's "CFO to Know"

FINAL ACTION:

None

Item No. 22 Affirm, modify, or reverse the recommendation of the UMC Medical Executive and Fair Hearing Panel, or take other action as it deems appropriate, in regards to the clinical privileges and medical staff membership of Ammar Wehbeh, M. D. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

This matter is tabled until the conclusion of Item 24.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 23 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)

DISCUSSION:

None

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called.

There were none.

A motion was made by Member Mackay to go into closed session pursuant to NRS 450.140.

There being no further business to come before the Board at this time, at the hour of 2:56 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 24 Go into closed session pursuant to NRS 450.140, to consider the Fair Hearing appeal, and the character, alleged misconduct, professional competence, or physical or mental health, of Ammar Wehbeh, M.D.

The meeting was reconvened in closed session at 3:10 P.M.

At the hour of 4:26 P.M., the closed session ended on the above referenced matter and the Governing Board returned to the open session meeting.

Item No. 22 Affirm, modify, or reverse the recommendation of the UMC Medical Executive Committee and Fair Hearing Panel, or take other action as it deems appropriate, in regards to the clinical privileges and medical staff membership of Ammar Wehbeh, M. D. (For possible action)

DISCUSSION

At 4:27 P.M., Chair O'Reilly called the open meeting back to order to continue with the Agenda and Item No. 22. Chair O'Reilly noted that Item No. 22 was modified to include the word "Committee". Chair O'Reilly stated that a review panel has reviewed the evidence presented along with presentations by Dr. Wehbeh and Dr. Vohra. Chair O'Reilly stated that the review panel has recommended that the Governing Board affirm the recommendation of the UMC Medical Executive Committee and the Fair Hearing Panel and adopt the decisions of the same. Counsel was asked to prepare the appropriate decision and order to be effective as of this date.

FINAL ACTION

A motion was made by Member Mackay to affirm the recommendation of the UMC Medical Executive Committee and the Fair Hearing Panel. Motion carried by unanimous vote.

COMMENTS BY THE GENERAL PUBLIC:

At this time there was a final call for public comment.

There were none.

There being no further business to come before the Board at this time, at the hour of 4:31 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

DRAFT

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the July Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on July 23, 2024; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee (MEC) and submitted to the Governing Board monthly.

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC.

At the July 3 and July 18, 2024 meetings, these activities were reviewed by the Credentials Committee and recommended for approval to the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the July 23, 2024 meetings.

Cleared for Agenda
July 31, 2024

Agenda Item #

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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July 31, 2024

Date: July 31, 2024
To: Governing Board
From: Credentials Committee
Subject: July 3, 2024 and July 18, 2024 Credentialing Activities

I. CREDENTIALS

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Abdalla	Wael	MD	01/09/2024-11/30/2025	Radiology	UMC Radiology	Category 1
2	Agrawal	Roki	MD	04/04/2024-06/30/2025	Radiology	Medicus Healthcare	Category 1
3	Aquino	Fema	MD	07/18/2024-09/30/2025	Medicine/Internal	UMC Hospitalists	Category 1
4	Ash	Jordan	DO	07/03/2024-12/31/2025	EM / Adult & Trauma	UMC Emergency Medicine	Category 1
5	Attenasio	Andrea	DO	08/01/2024-03/31/2026	Orthopedic Surgery / Trauma	UMC Orthopedic & Spine Institute	Category 1
6	Chen	George	DO	07/08/2024-10/31/2025	Ambulatory Care	UMC Quick Care	Category 1
7	Connery	Grissim	DO	07/03/2024-01/31/2026	Internal Medicine	UNLV Health	Category 1
8	Dossaji	Zahra	DO	07/03/2024-05/31/2026	Internal Medicine	UNLV Health	Category 1
9	Folad	Wally	MD	07/18/2024-10/31/2025	Medicine/ Internal	UMC Hospitalists	Category 1
10	Granroth	Kara	APRN	07/18/2024-01/31/2026	Emergency Medicine	USAF Military Rotator	Category 1
11	Kegan	Christopher	DO	07/08/2024-10/31/2025	Ambulatory Care	UMC Blue Diamond Quick Care	Category 1
12	Kumar	Shivesh	MD	07/18/2024 - 07/31/2025	Family Medicine	Reliant Physicians	Category 1
13	MacDavid	Joshua	MD	07/18/2024 - 12/31/2025	General Surgery	UNLV Health	Category 1
14	Manhart	Racheal	MD	07/03/2024-01/31/2026	EM / Adult & Trauma	UMC Emergency Medicine	Category 1
15	McClintock	Eric	MD	07/03/2024-06/30/2026	Internal Medicine	UNLV Health	Category 1
16	Miller	Liliana	APRN	07/22/2024-05/31/2026	Medicine/Internal	UMC Hospitalists	Category 1
17	Narala	Sai	MD	07/18/2024-01/31/2026	Medicine/Internal	UMC Hospitalists	Category 1
18	Nguyen	Holly	DO	07/10/2024-08/31/2025	Ambulatory Care	UMC Quick Care	Category 1
19	Nizamani	Rabia	MD	07/18/2024 - 12/31/2025	Surgery/Trauma	UNLV Health	Category 1
20	Petsche	Julie	CRNA	07/18/2024-12/31/2025	Anesthesiology	USAF Military Rotator	Category 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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21	Prandecki	Ashley	MD	07/03/2024-09/30/2025	Internal Medicine	UNLV Health	Category 1
22	Ramachandran	Sampath	MD	04/04/2024 01/31/2026	Radiology	Medicus Healthcare	Category 1
23	Roose	Joshua	DO	07/08/2024-05/31/2026	Ambulatory Care	UMC Primary Care at the Medical District	Category 1
24	Shih	Julian	MD	07/03/2024-10/30/2025	Internal Medicine	UNLV Health	Category 1
25	Wang	Yushan	APRN	07/18/2024-02/28/2026	Family Medicine	USAF Military Rotator	Category 1
26	Worth	Charles	DO	07/03/2024-08/31/2025	EM / Adult & Trauma	UMC Emergency Medicine	Category 1

B. REAPPOINTMENTS TO STAFF

1	Bhandari	Shfali	MD	09/01/2024-08/31/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists
2	Carter	Yvonne	MD	09/01/2024-08/31/2025	Surgery/ Cardiovascular/ Thoracic Surgery	Affiliate Membership and Privileges	UNLV Health
3	Chavda	Devraj	MD	09/01/2024-08/31/2026	Pediatrics	Affiliate Membership and Privileges	Neurology Specialists of LV
4	Chowdhry	Ishtiaq	MD	09/01/2024-08/31/2026	Pediatrics	Affiliate Membership and Privileges	Southwest Medical Associates
5	Diep	Jimmy	MD	09/01/2024-08/31/2026	Medicine/Cardiology	Active Membership and Privileges	NV Heart & Vascular Center
6	Doddy	Karyn	MD	09/01/2024-08/31/2026	Medicine	Affiliate Membership and Privileges	Medrina
7	Eisenmann	Ulrike	MD	09/01/2024-08/31/2026	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
8	Eisert	Annabelle	APRN	09/01/2024-08/31/2025	Ambulatory Care	APP Independent Membership & Privileges	UMC-Nellis Quick Care
9	Elconsul	Haitham	MD	09/01/2024-08/31/2026	Medicine/Internal Medicine	Active Membership and Privileges	Sound Physicians
10	Eldred	Jerad	MD	09/01/2024-08/31/2025	EM / Trauma Emergency Medicine	Affiliate Membership and Privileges	UMC EM
11	Ewell	Barry	DO	09/01/2024-08/31/2026	Anesthesiology & Trauma Anesthesia	Active Membership and Privileges	UMC Anesthesia
12	Friesen	Clifford	MD	09/01/2024-08/31/2026	Anesthesiology	Affiliate Membership and Privileges	Surgical Anesthesia Services, LLP
13	Giles	Casey	PAC	09/01/2024-08/31/2026	Plastic Surgery & ER Adult	APP Dependent Privileges	UNLV Health
14	Giles	Garren	DO	09/01/2024-08/31/2026	Emergency Medicine & Trauma Emergency	Active Membership and Privileges	UMC EM
15	Glyman	Mark	DDS	09/01/2024-08/31/2026	Surgery/Oral/ Maxillofacial Surgery	Affiliate Membership and Privileges	Oral & Maxillofacial Surgery Associates of NV
16	Grolle	Matthew	MD	09/01/2024-08/31/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of So NV

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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17	Hansen	P. Michael	DO	09/01/2024-08/31/2026	Ambulatory Care	Affiliate Membership and Privileges	UMC-Peccole Quick Care
18	Kodandapani	Keshavan	APRN	09/01/2024-08/31/2026	Ambulatory Care	APP Independent Membership & Privileges	UMC-Summerlin Quick Care
19	Koroscil	Michael	MD	09/01/2024-08/31/2025	Emergency Medicine & Trauma Emergency	Affiliate Membership and Privileges	Mike O'Callaghan Military Hospital
20	Levine	Noah	DPM	09/01/2024-08/31/2026	Orthopedic Surgery/Podiatry	Affiliate Membership and Privileges	Absolute Foot Care
21	Lewis	Paul	DO	09/01/2024-08/31/2025	Surgery/General Surgery	Affiliate Membership and Privileges	UNLV Health
22	Musante	Alisa	APRN	09/01/2024-08/31/2025	Medicine/Internal Medicine	APP Independent Membership & Privileges	Platinum Hospitalists
23	Navarro	Alejandro	APRN	09/01/2024-08/31/2026	Ambulatory Care	APP Independent Membership & Privileges	UMC-Centennial Quick Care
24	Neibaur	Darrick	DO	09/01/2024-08/31/2026	Surgery Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Physicians
25	Nguyen	Lam	DO	09/01/2024-08/31/2026	Ambulatory Care	Affiliate Membership and Privileges	UMC-Wellness Center
26	Nijim	Shadi	MD	09/01/2024-08/31/2026	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of So Nevada
27	Osman	Hassan	MD	09/01/2024-08/31/2026	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
28	Patel	Swetal	MD	09/01/2024-08/31/2026	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center
29	Patino	Guillermo	DO	09/01/2024-08/31/2026	Surgery/Urology	Active Membership and Privileges	Las Vegas Urology
30	Pineda	Myacinth	APRN	09/01/2024-08/31/2026	Medicine/Nephrology	APP Independent Membership & Privileges	Kidney Specialists of So Nevada
31	Plaire	James	MD	09/01/2024-08/31/2026	Surgery/Pediatric Urology	Affiliate Membership and Privileges	Children's Urology Associates
32	Pruangkarn	Susanna	APRN	09/01/2024-08/31/2025	Medicine/Pulmonary	APP Independent Membership & Privileges	Mike O'Callaghan Military Hospital
33	Richter	Lawson	MD	09/01/2024-08/31/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	Hope Compassionate Care
34	Romero	Brandon	MD	09/01/2024-08/31/2026	Orthopedic Surgery & Trauma Ortho Surgery	Affiliate Membership and Privileges	UMC Orthopedic & Spine Institute
35	Rosenbaum	Amy	DO	09/01/2024-08/31/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of So NV
36	Samlowski	Wolfram	MD	09/01/2024-08/31/2026	Medicine/Hematology /Oncology	Affiliate Membership and Privileges	Comprehensive Cancer Cntr of NV
37	Schlesinger	James	MD	09/01/2024-08/31/2026	Surgery/Oral/ Maxillofacial Surgery	Affiliate Membership and Privileges	James J. Schlesinger III MD DMD LTD
38	Schreiner	Matthew	MD	09/01/2024-08/31/2026	Surgery/General Surgery	Affiliate Membership and Privileges	Mike O'Callaghan Military Hospital
39	Silver	Frank	MD	09/01/2024-08/31/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	Desert Inn Women's Clinic
40	Soriano	Sofronio	MD	08/01/2024-07/31/2026	Physical Medicine & Rehabilitation	Affiliate Membership and Privileges	Sofronio Soriano, MD PC
41	Tandon	Teena	MD	09/01/2024-08/31/2026	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC

42	Ucab	Alvin	APRN	09/01/2024-08/31/2026	Ambulatory Care	APP Independent Membership & Privileges	Intermountain Healthcare
43	Ukken	Johnson	MD	09/01/2024-08/31/2025	Family Medicine	Affiliate Initial FPPE Membership & Privileges	UNLV Medicine
44	Wilson	Robert	APRN	09/01/2024-08/31/2026	Orthopedic Surgery	APP Independent Membership & Privileges	UMC Orthopedic & Spine Institute
45	Zahalka	Charles	MD	09/01/2024-08/31/2025	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Kodandapani	Keshavan	APRN	09/01/2024-08/31/2026	Ambulatory Care	UMC-Summerlin Quick Care	New Privilege: Uncomplicated Excision of ingrown toenail
2	Nijim	Shadi	MD	09/01/2024 - 08/31/2026	Medicine/ Nephrology	Kidney Specialists of So NV	New Privilege: TPN
3	Pineda	Myacinth	APRN	09/01/2024 - 08/31/2026	Medicine / Nephrology	Kidney Specialists of Southern Nevada	New Privilege: Ability to workup, diagnose of treatment or consultative and provision of treatment or consultative services to patient's illnesses and disorders of the kidneys
4	Plaire	James	MD	09/01/2024 - 08/31/2026	Surgery / Pediatric Urology	Children's Urology Associates	Withdraw: Ambulatory Medicine, Core Urology, Open Prostatectomy, Laparoscopic, Extracorporeal Shockwave (ESWL), Laser Lithotripsy, Endo Procedures, Incontinence / Vaginal Surgery, Penoscrotal / Urethral Surgery
5	Pruangkarn	Susanna	APRN	09/01/2024 - 08/31/2025	Medicine/ Pulmonary	Mike O'Callaghan Military Hospital	New Privilege: Placement of Arterial, Central, Venous, and Pulmonary lines
6	Richter	Lawson	MD	09/01/2024 - 08/31/2026	Obstetrics and Gynecology	Hope Compassion ate Care	Withdraw: CATEGORY I Obstetric // CATEGORY II Obstetric // CATETORY II Gynecological // CATEGORY III Obstetric // CATEGORY III Gynecologic // AMBULATORY MEDICINE // Abdominal // Vaginal // Colposcopies and LEEP Excisions // Hysteroscopy Endometrial Ablation // Hysteroscopy with or without biopsy // Laparoscopy with our without biopsy; Salpingostomy or Salpingectomy; Ectopic pregnancy; Ovarian cyst aspiration; removal // Laparoscopic // Assisted Hysterectomy // Total Hysterectomy // Supracervical Hysterectomy

7	Ukken	Johnson	MD	09/01/2024 - 08/31/2025	Family Medicine	UNLV Medicine	New privilege: Ambulatory Medicine (Outpatient Services Only): For all physicians providing ongoing outpatient services to patients at any UMCSN Outpatient clinic within the scope of the Department of Family Medicine Delineation of Privileges.
8	Wilson	Robert	APRN	09/01/2024 - 08/31/2026	Orthopedic Surgery	UMC Orthopedic & Spine Institute	Withdraw: Assist in Arthroplasty Procedures which include, but are not limited to: Total Joint replacement of knees, hip or shoulder // Assist in Arthroscopic Surgery // Assist in amputations which include, but are not limited to: Digits and limbs // Assist in the treatment of fractures which include, but are not limited to: Closed reduction of fractures and dislocations of the skeleton, fracture fixation, open and closed reduction of fractures, open reduction and internal /external fixation of fractures and dislocation of the skeleton (in-/excluding spine) // Assist in Pelvic Reconstruction Surgery // Assist in Nerve Transposition / Decompression Procedures which include, but are not limited to: Medium nerve or ulnar nerve decompression. // Assist in the Management of Infections and Inflammations of Bones, Joints and Tendon Sheaths which include, but are not limited to: Debridement and excision of soft tissue and bone // Assist in Ligament / Tendon Transfer/Repair surgery // Assist in Tumor Surgery which include, but are not limited to: Biopsy and excision of tumors involving bone and adjacent soft tissue, excision of soft tissue/bony masses, major cancer procedures involving major proximal amputation (i.e., forequarter or hindquarter) or extensive segmental tumors resections // Assist in Growth Plate Management procedures which include, but are not limited to: Growth disturbances such as injuries involving growth plates which a high percentage of growth arrest, growth inequality, epiphysiodesis, stapling, or bone shortening or lengthening procedures // Assist in Emergency Procedures which include, but are not limited to: Fasciotomy, compartment syndrome management, necrotizing infection management, septic joint and infectious

						tenosynovitis // Assist in Deformity Correction Surgery which include, but are not limited to: Bone grafts and allografts, Bone transport surgery // Assist in Orthopedic Diagnostic Procedures which include, but are not limited to: Diagnostic arthrocentesis, arthrography // Assist in Arthrodesis, Osteotomy and Ligament Reconstruction of the Major Peripheral Joints // Assist in Spine Surgery // Assist in Pediatric Orthopedic Surgery, Reconstructive // Assist in Oncologic Orthopedic Surgery // Perform: Traction pin placement, closed fracture reduction, splint and cast applications, application of cranial tong traction
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D. MODIFICATION OF PRIVILEGES

1	Ball	Seth	MD	EM / Adult & Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation
2	Burnette	Kreg	MD	EM / Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation
3	Grissom	Daniel	MD	Pediatric Emergency Medicine	UMC EM	Add: Nitrous Oxide Sedation
4	Horning	Sandra	MD	EM / Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation
5	Magoyag	Sikisam	MD	Medicine/Internal & Ambulatory Care	UMC Primary Care	Add: Ambulatory Care Department/Privileges
6	Norozian	Farnaz	MD	EM / Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation
7	Pearce	Rexford	MD	Anesthesiology & Trauma/Anesthesia	Military	New privileges: Trauma Privileges
8	Trautwein	Johnn	MD	EM / Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation
9	Vott	Subha	MD	Anesthesiology & Trauma/Anesthesia	UMC	Withdraw: Open Heart Anesthesia
10	Walker	Don	MD	EM / Pediatric Emergency Medicine	UMC Emergency Medicine	New Privilege: Nitrous Oxide Sedation

E. EXTENSION OF INITIAL FPPE

1	Palmer	Elissa	MD	Family Medicine	UNLV Health	Extend FPPE for Obstetrical Family Medicine Until January 2025
2	Roces	Noreen	APRN	Medicine/Internal Medicine	Platinum Hospitalists	Interpret Electrocardiogram Tracing Cases through January 15, 2025, due to no cases
3	Lewis	Jeffrey	MD	Surgery/General Surgery	Military	REBOA & da Vinci through January 15, 2025, due to no cases
4	Chimelski	Erica	MD	Medicine/Pulmonary	Military	ECMO through January 15, 2025, due to no cases
5	Hicks	Randall	APRN	Medicine/Pulmonary	Military	Through January 15, 2025, due to no cases
6	Marinaro	Lizabeth	MD	Pathology	Vitalant	Extend Initial FPPE through January 2025 due to not able to provide cases.

F. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

1	Abdalla	Wael	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
2	Ahmed	Imtiaz	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
3	Arwika	Dev	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
4	Banas	Jon	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
5	Cahan	Benjamin	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
6	DaCosta	Michelle	MD	Anesthesiology	UMC	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
7	Green	Kimberly	APRN	Ambulatory Care	UMC Wellness Center	APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE
8	Houck	Michael	DO	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
9	Ioanitoaia-Chaudhry	Iulia	MD	Ambulatory Care	UMC Quick Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
10	Jones	Kendall	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE

11	Miller	Robert	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
12	Noble	George	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
13	Ord	Justin	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
14	Radford	James	DO	Ambulatory Care	UMC Nellis Quick Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
15	Raghuram	Karthikram	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
16	Rangaswamy	Rajesh	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
17	Singla	Rohit	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
18	Ukken	Johnson	MD	Family Medicine		Release from Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
19	Zapawa	Jeffrey	MD	Radiology	Medicus	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE

G. COMPLETION OF FPPE FOR NEW DEPARTMENT/PRIVILEGES

1	Gururaj	Arjun	MD	Medicine/Cardiology	NV Heart & Vascular	Completion of FPPE for New privileges: Clinical Cardiac Electrophysiology
2	Howenstein	Abby	MD	Orthopedic Surgery Trauma Orthopedic	UMC Summerlin Quick Care	Completion of FPPE for New privileges: Telemedicine
3	Lewis	Jeffrey	MD	Surgery/General Surgery	Military	Completion of FPPE for New privileges: Amputations
4	Malhorta	Sanjay	MD	Medicine/Cardiology	NV Heart & Vascular	Completion of FPPE for New privileges: Invasive Cardio
5	Miranda	Cres	MD	Medicine/Cardiology	NV Heart & Vascular	Completion of FPPE for New privileges: Refer & Follow
6	Palmer	Elissa	MD	Family Medicine	UNLV Health	Completion of FPPE for New privileges: Ambulatory Medicine
7	Seiff	Michael	MD	Neurosurgery	Spine & Brain Institute	Completion of FPPE for New privileges: Nerves
8	Umakanthan	Brabavan	DO	Medicine/Cardiology	NV Heart & Vascular	Completion of FPPE for New privileges: TMVR

9	Vott	Subha	MD	Anesthesiology & Trauma/Anesthesia	UMC	Completion of FPPE for New privileges: Transesophageal Echocardiography
10	Williams	Carl	MD	Orthopedic Surgery		Completion of FPPE for New privileges: Telemedicine
11	Young	Ryan	MD	Obstetrics & Gynecology	UNLV Health	Completion of FPPE for New privileges: Category I Obstetric // Category I Gynecologic // CATEGORY II Obstetric // CATEGORY II Gynecological // Abdominal // Vaginal // Colposcopies and LEEP Excisions // Hysteroscopy with or without biopsy // Laparoscopy with or without biopsy; Salpingectomy or Salpingectomy; Ectopic pregnancy; Ovarian cyst aspiration; removal. // Laparoscopic Diagnostic // Hysteroscopic Diagnostic

H. LOW VOLUME PROVIDERS for OPPE REVIEW

1	Adashek	Joseph	MD	Obstetrics and Gynecology
2	Amado-Cattaneo	Roberto	MD	Surgery/Cardiovascular Thoracic Surgery
3	Baker	Rachael	PAC	Surgery/Urology
4	Baum	Beau	MD	Emergency Medicine
5	Bhandari	Shfali	MD	Medicine/Internal Medicine
6	Bhardwaj	Sehdev Karishma	MD	Medicine/Internal Medicine
7	Caraang	Chris Alex	MD	Medicine/Cardiology
8	Chaudhry	Shiven	MD	Medicine/Internal Medicine
9	Chowdhry	Ishtiaq	MD	Pediatrics
10	Choy	Kaitlyn	APRN	Surgery/Cardiovascular Thoracic Surgery
11	Dekker	Preston	DDS	Surgery/OralMaxillofacial Surgery
12	Dettling	James	MD	Orthopaedic Surgery
13	Devroy	Rahul	MD	Medicine/Internal Medicine
14	Doddy	Karyn	MD	Medicine/Physical Medicine & Rehabilitation
15	Duncan	Shelbi	PAC	Medicine/Internal Medicine
16	Friesen	Clifford	MD	Anesthesiology
17	Gelshenen	Kevin	MD	Radiology
18	Grudzinski	Andrew	MD	Surgery/Urology
19	Helmi	Nader	DO	Anesthesiology
20	Hicks	Randall	APRN	Medicine/Pulmonary Medicine & Respiratory Care
21	Hollister	Stephanie	APRN	Ambulatory Care
22	Hsu	Andrew	MD	Medicine/Neurology
23	Hutchens	Craig	MD	Anesthesiology

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24	Jacobs	Matthew	DO	Anesthesiology
25	Lampert	Robert	MD	Medicine/Pulmonary Medicine & Respiratory Care
26	Lee	Anthony	MD	Anesthesiology
27	Lehrner	Lawrence	MD	Medicine/Nephrology
28	Levine	Noah	DPM	Orthopedic Surgery/Podiatry
29	Lewis	Jeffrey	MD	Surgery/General Surgery
30	Luu	Vu H.	MD	Anesthesiology
31	Makhija	Suresh	MD	Medicine/Nephrology
32	Manthei	Scott	DO	Surgery/Otolaryngology
33	McKay	Lorne	MD	Anesthesiology /Trauma Anesthesia
34	Moody	Michael	DMD	Surgery/Oral Maxillofacial Surgery
35	Mulchandani	Harsha	MD	Medicine/Nephrology
36	Musante	Alisa	APRN	Medicine/Internal Medicine
37	Neibaur	Darrick	DO	Surgery/Ophthalmology
38	Osman	Hassan	MD	Medicine/Nephrology
39	Patel	Sanket	MD	Medicine/Internal Medicine
40	Polisetty	Sudheer	MD	Medicine/Internal Medicine
41	Rollins	Robert	MD	Pediatrics
42	Rowlands	Alelie	APRN	Medicine/Internal Medicine
43	Samlowski	Wolfram	MD	Medicine/Hematology Oncology
44	Schlesinger	James J. III	DMD	Surgery/Oral Maxillofacial Surgery
45	Silver	Frank	MD	Obstetrics and Gynecology
46	Singh	Surjeet	MD	Surgery/Ophthalmology
47	Snyder	Bruce	MD	Surgery/Ophthalmology
48	Sorensen	Eric	DO	Anesthesiology
49	Subin	Bill	MD	Anesthesiology
50	Tan	George	MD	Medicine/Gastroenterology
51	Travnicek	Katherine	MD	Medicine/Physical Medicine & Rehabilitation
52	Ucab	Alvin Lourenz	APRN	Ambulatory Care
53	Wang	Fu	MD	Anesthesiology /Trauma Anesthesia
54	Wangsuwana	Miracle	DO	Medicine/Neurology
55	Zarkos	Nick	MD	Anesthesiology

I. REQUEST FOR LEAVE OF ABSENCE

1	Frimer	Leora	MD	Medicine/Internal Medicine	UNLV Health	Pending Work Visa Approval
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J. RETURN FROM LEAVE OF ABSENCE

1	Boyle	Joshua	CRNA	Anesthesiology	Military	Return from LOA
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K. REMOVAL FROM STAFF

1	Baker	Rachel	PAC	Emergency Medicine	Sound Physicians	Contract ended
2	Godfrey	Brandon	MD	Emergency Medicine	Sound Physicians	Contract ended
3	Haber	Jordana	MD	Internal Medicine	Sound Physicians	Contract ended
4	Rhoden	Heather	PAC	Emergency Medicine	Sound Physicians	Contract ended
5	Rowlands	Alalie	APRN	Emergency Medicine	Sound Physicians	Contract ended
6	Thompson	Devin	MD	Emergency Medicine	Sound Physicians	Contract ended
7	Trentini	John	MD	Emergency Medicine	Sound Physicians	Contract ended
8	Wehbeh	Ammar	MD	Ob/Gyn	The Art of Obstetrics	Revocation of UMC Medical Staff Membership & Privileges effective June 26, 2024

L. REQUEST FOR RESIGNATION

1	Brenneman	Jeremy	MD	Emergency Medicine/Adult	Military	Relocating out of state
2	Caldwell	Trevor	MD	Pathology	Laboratory	Moved to the VA
3	Campbell	Caroline	MD	Obstetrics and Gynecology	Military	Relocating
4	Chaudhry	Shiven	MD	Medicine/Internal Medicine	UNLV Health	Reappointment not Submitted
5	Emeh	Ogbugo	MD	Medicine/Internal Medicine	Pioneer	No Current Malpractice
6	Fakhra	Sadaf	DO	Medicine/Internal Medicine	UNLV Health	Separation from UNLV
7	Fontenelle-Gilmer	Michelle	MD	Pediatrics/Psychiatry	UNLV Health	Separation from UNLV
8	Hohl	Lisa		Ambulatory Care	UMC-Sunset Quick Care	Retired from UMC effective 07/02/2024
9	Jacobs	Matthew	D.O.	Anesthesiology	Office of Military Medicine	No reason provided
10	Kim	Victor	DO	Ambulatory Care	UMC Quick Care	Resigned from UMC effective 07/12/2024
11	Lovett	James	MD	Surgery/General Surgery	Desert West Surgery Center	Retiring

12	Malone	Jessica	MD	Medicine/Internal Medicine	UNLV Health	Separation from UNLV
13	McAllister	Frank	DO	Ambulatory Care	UMC-Sunset Quick Care	Retired from UMC effective 07/02/2024
14	McKay	Lorne	M.D.	Anesthesiology & Trauma Anesthesia	Medicus	No reason provided
15	Rahimi	Osman	DO	Medicine/Internal Medicine	UNLV Health	Separation from UNLV
16	Tun	Kyaw Min	DO	Medicine/Internal Medicine	UNLV Health	Separation from UNLV
17	Wangsuwana	Miracle	DO	Medicine/Internal Medicine	UNLV Health	Separation from UNLV

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report of an Emergency Contract Action for Broken Water Main/Pipe Repair	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report on the emergency repairs of a broken water main/pipe repair; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund #: 5430.011
Fund Center: 999901
Amount: \$250,000.00 chilled water line repair
Description: Report of an Emergency Contract Action

Fund Name: UMC Operating Fund
Funded Pgm/Grant: N/A

BACKGROUND:

On June 14, 2024, a failure of a deteriorated metal “main” domestic water line system resulted in emergency repairs to restore water flow to the southern section of the UMC campus. The water line needed to be repaired immediately to prevent further water flow disruption. Martin Harris Construction was contacted immediately to temporarily repair the water line and complete further repairs needed to existing pipe systems including a complete removal and replacement of the deteriorated metal water pipe system. The repair resulted in a cost to UMC of \$250,000.00.

These circumstances meet the definition of an emergency as set forth in NRS 338.011:

Awarded to meet an emergency which results from a natural or artificially created disaster and which threatens the health, safety or welfare of the public.

In accordance with NRS 338.011 (2), if the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, he or she shall report it to the public body at its next regularly scheduled meeting. The water line needed to be repaired immediately to prevent further water flow disruption to the UMC campus which would have compromised patient safety.

This emergency report was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 31, 2024

Agenda Item #

5

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
SERVICES AGREEMENT

This Services Agreement, consisting of these terms and conditions, and Exhibit A and B (collectively, the "**Agreement**"), is entered into by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("**HOSPITAL**") and Martin Harris Construction ("**COMPANY**"). HOSPITAL and COMPANY are individually referred to herein as a "**Party**" and collectively as the "**Parties**." This Agreement sets forth the terms and conditions upon which COMPANY will provide services for HOSPITAL's project identified on the Proposal submitted by COMPANY (the "**Project**"). Any additional or conflicting terms and conditions appearing on a quotation, proposal or any other document will not be binding upon the Parties.

Signatures: By executing this Agreement, each signatory represents and warrants that such person has read, understood and is duly authorized to execute this Agreement on behalf of the respective party.

HOSPITAL:

By: Mason Van Houweling
MASON VAN HOUWELING
Chief Executive Officer
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

6/25/2024
DATE

COMPANY:

By: Wade Pope
NAME: Wade Pope
Title: VP of Operations
Address: 3030 S Highland Dr, Las Vegas, NV 89109

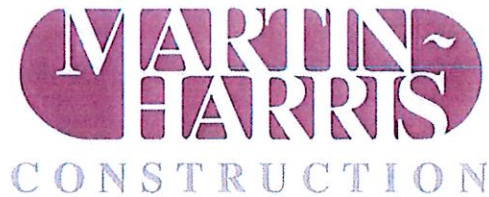
6/25/24
DATE

Terms and Conditions

1. **TERM.** The term of this Agreement shall commence on the date of last signature by the Parties below (the "**Effective Date**") and shall continue for a term of one year or Project completion, whichever occurs sooner (the "**Term**").
2. **COMPENSATION.** HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (please refer to Proposal) for the fixed not-to-exceed fee of \$ **250,000.00**. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice/progress bill that has been reviewed and approved by HOSPITAL. HOSPITAL may subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY. Invoices/progress bills shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
3. **RESPONSIBILITY OF COMPANY.** COMPANY shall follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to facility access, onboarding, and other similar activities, including HOSPITAL's Vendor Access Roles and Responsibilities Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.
4. **SUBCONTRACTS.** Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
5. **EQUIPMENT AND MATERIALS.** COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
6. **TIME SCHEDULE.** Time is of the essence of this Agreement. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.
7. **TERMINATION.** This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience. This Agreement will terminate automatically if: (i) all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such

proceeding is not dismissed within sixty (60) days; (ii) COMPANY is adjudged bankrupt; or (iii) the provisions of NRS 338.130 are not complied with by COMPANY. Any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Agreement void.

8. **BUDGET ACT/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 then-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.
9. **INSURANCE.** COMPANY represents and warrants that it shall obtain and maintain during the term of this Agreement the following insurance coverages covering COMPANY for any and all claims of any nature which may in any manner arise out of or result from COMPANY's performance: (i) 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; (ii) commercial general liability limits of no less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate for bodily injury (including death), personal injury and property damages (must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement); (iii) 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 COMPANY and any auto used for the performance of services under this Agreement; and (iv) professional liability insurance in the amount of no less than \$1,000,000 aggregate. Failure to adhere this section shall be deemed a material breach of contract. COMPANY shall provide a certificate to HOSPITAL upon request.
10. **NOTICES.** Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, or return receipt requested, at the addresses listed on page 1 of this agreement.
11. **INDEMNITY.** COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.
12. **GOVERNING LAW/VENUE.** Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. COMPANY shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this Agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference.
13. **PUBLIC RECORDS.** COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
14. **PROHIBITION AGAINST ISRAEL BOYCOTT.** In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
15. **MISCELLANEOUS.** COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. Neither HOSPITAL nor COMPANY 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. COMPANY warrants that it has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.



June 14, 2024

University Medical Center (UMC)
1800 W Charleston Blvd
Las Vegas, NV 89102

Attn: Monty Bowen
William Rawlinson

Re: Emergency Repair- Broken Water Main/Pipe Repair

We are pleased to provide our NOT TO EXCEED (NTE) proposal for the emergency repairs needed on a deteriorated metal "main" domestic water line system, a recent failure of which resulted in an initial emergency repair to restore the required water flow to the Southern section of the main hospital campus. It is unknown how long the line had been leaking and saturating the surrounding soil prior to the failure, potentially destabilizing the soil, causing the deteriorated water line system to further destabilize and fail due to ongoing vibration from construction activities in the immediate area.

Martin Harris Construction (MHC), has provided a temporary repair at the rupture point of the main line, and cannot assure UMC will not observe additional failures on the remainder of the existing water line system and further disruption to the campus unless full replacement of the deteriorated lines are undertaken at this time.

This NTE includes a complete remove and replacement of the existing deteriorated metal water pipe system. This NTE also includes exploratory locator services to determine the full extent and routing for the remaining existing pipe systems.

General Requirements:

1. Insurance will include general liability and builders risk insurance. If insurance is owner provided, a copy of the proposed policy must be provided to Martin Harris Construction for review and to confirm the policy deductibles.
2. Included will be a superintendent; and a part-time project manager to coordinate subcontractors for proper repairs and completion.
3. This proposal is on an NTE with the knowledge of unforeseen conditions. Any extension beyond the NTE total, by no fault of MHC, would require additional funds.
4. Special inspection testing if required, is considered to be by Owner.
5. We include progressive clean-up of our debris throughout the duration of the repair as needed.

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6. We include reasonable protection of existing items to remain.
7. We do not include any modifications or corrections to any existing structural and/or code compliance issues that may currently exist in this building other than items directly and specifically related to this repair.
8. This proposal includes, to the best of our ability, all requirements of this project. However, there may be some items required by the Owner or Building Department that are not fully defined; therefore, this contractor reserves the privilege of reviewing any additional requirements to determine the impact on the terms of this estimate.
9. This proposal cannot be broken down into trades, all work must be done together.
10. This proposal does not include any background check or medical check for workers.
11. The proposal does not include any work in any other area, or which is not listed in the proposal.
12. The proposal includes prevailing wages.
13. This proposal is valid for 30 days.

DEMOLITION:

1. We have included the necessary demolition and removal of asphalt and soil for access to the pipe to include vacuum excavation if needed.

REMOVE AND REPLACEMENT OF PIPE:

1. This NTE includes exploratory locator services for the remaining existing pipe system to be removed and replaced on an as needed basis or at the request of UMC.

TOTAL NTE PROPOSAL: \$250,000.00 (Two hundred and fifty thousand dollars)

If you should have any questions, please call Kristy Staff @ 702-423-3401.

Thank you,

A handwritten signature in blue ink, appearing to read 'Kristy Staff', is written over the printed name and title.

Kristy Staff
Project Manager

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A small, stylized handwritten mark or signature in the bottom right corner of the page.

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Order Form and Amendment with Spok, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Order Form and Amendment with Spok, Inc. for IT Services; authorize the Chief Executive Officer to execute renewals or amendments; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Spok Software	
Bid/RFP/CBE: NRS 332.115 (1)(h) - Software	
Term: Amendment – Extend through June 21, 2028	
Order Form – 3 years from Effective date	
Amount: Order Form – \$718,371	
Out Clause: Budget Act and Fiscal Fund Out	

BACKGROUND:

On June 22, 2020, UMC entered into a Customer Agreement Master Terms and Conditions ("Agreement") with Spok, Inc. ("Spok") to improve clinical communications within UMC through Spok's software, which includes paging, secure messaging, maintenance and support.

This request is to execute a new Order Form for Spok software, third-party components, professional services, maintenance, and support. This software is critically utilized by UMC for PBX internal paging. UMC will compensate Spok \$718,371 for a three-year term from the Effective date. The Amendment will extend the term of the Agreement for an additional three years, concluding on June 21, 2028. All other terms and conditions shall remain in full force and effect.

UMC's Chief Information Officer has reviewed and recommends approval of the Order Form and Amendment. The Order Form and Amendment have been approved as to form by UMC's Office of General Counsel.

Spok currently holds a Clark County business license.

The Order Form and Amendment were reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 31, 2024

Agenda Item #

6

ORDER FORM



Quote Number: Q-00020046
Expiration Date: July 31, 2024

Spok, Inc
 3000 Technology Drive
 Plano TX 75074

Reference: University Medical Center (UMC) of Southern Nevada

Spok Contact: Chase Fitzpatrick - chase.fitzpatrick@spok.com

Bill To: University Medical Center (UMC) of Southern Nevada
 Don Barnwell
 1800 W. Charleston Blvd
 Las Vegas, NV 89102
 Email: don.barnwell@umcsn.com
 Account#: 10301180

Ship To: University Medical Center (UMC) of Southern Nevada
 Don Barnwell
 1800 W. Charleston Blvd
 Las Vegas, NV 89102
 Email: don.barnwell@umcsn.com

ANNUAL FINANCIAL SPEND:

Year 1: Spok Software, Third Party Components, Professional Services, Maintenance and Support

Year 2: Spok Software, Third Party Components, Professional Services, Maintenance and Support

Year 3: Spok Software, Third Party Components, Professional Services, Maintenance and Support

TOTAL

USD 718,371

ITEMIZED DETAILS:

Spok Software
 Third Party Components
 Professional Services
 Premium Maintenance and Support (Three Years)

SPOK PRODUCTS COVERED:

SmartSuite
 Messenger

CUSTOMER SITES COVERED:

University Medical Center (UMC) of Southern Nevada

ITEMS NOT INCLUDED:

Travel Estimate
 Shipping Estimate
 Customer Supplied Components

ORDER FORM



TERMS AND CONDITIONS

The offer contained within this Order Form expires if a fully executed Order Form is not received by Spok at its office in Alexandria, Virginia by 11:59pm CT on July 31, 2024.

Customer Requirements:

- Local Area Network - TCP/IP
- Appropriate power, UPS, Rack for Servers and KVM switch(s), monitor, mouse
- Customer Supplied SSL/TLS certificate is required
- Miscellaneous hardware purchased through Spok includes a 12-month warranty from ship date.

Effective Date:

The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by both parties. Contract term is thirty six (36) months.

Payment:

The new Spok Solution, Upgrade, Maintenance and Support will be invoiced annually beginning on contract execution date according to the schedule as outlined below. Maintenance and Support prepaid through current support term will be credited a prorated amount calculated based on the effective date of this Order Form. Any time period for Maintenance and Support between this agreements effective date and the Licensee's current or expired annual maintenance and support will be prorated and billed separately. The schedule below does not include travel by Spok employees to perform upgrade at customer site and will be invoiced at project completion.

Year 1 Annual Financial Spend
 Year 2 Annual Financial Spend
 Year 3 Annual Financial Spend



Payments of all fees are due Net 30 days of Licensee's receipt of an invoice.

Upon conclusion of the three (3) year Initial Term and unless another multi-year contract is entered into, the Maintenance and Support contained on this Order Form may be renewed, with written notice and agreement by both parties, for consecutive one-year periods ("Renewal Term(s)"). The Unit Price/Extended Price for Maintenance and Support during the First Renewal Term may increase up to 5%.

The Upgrade, Maintenance and Support includes available upgrades for the duration of the contract for existing functionality and in use scope. The Licensee is under no obligation to perform the upgrades however must ensure that the production system is within two (2) versions from current version under support. The annual amount shall not change should the Licensee elect not to perform an upgrade.

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An executed Statement of Work will be required for each upgrade prior to any implementation and will be performed in conjunction by Spok and Licensee at the appropriate time. Any changes or additional work identified during the Statement of Work in the Licensee's environment or Spok's products will not result in termination of this Order Form.

ORDER FORM



Implementation services required onsite for any Spok upgrade during the terms of this contract are included in the annual cost.

Implementation services and third-party components related to any additional environment(s), configurations, new modules, additional licenses, or enterprise solutions are not included as part of this quote and are available at an additional cost.

Professional Services/Managed Services. Professional Services/Managed Services as outlined on this agreement can include, but are not limited to, engagement of Spok resources at the execution of the contract to:

- Perform additional discovery for the purposes of organizing implementation activities, including governance review (project sponsorship, key stakeholders and decision-makers), system audits, stakeholder interviews and other activities needed to compile and prioritize the workstreams/activities as may be outlined on the Order Form in alignment with Customer's key business objectives;
- Perform project chartering activities to align those objectives to scope, scale, phasing and execution of workstreams/activities as may be outlined on the Order Form;
- Create and execute the necessary Statements of Work (SOWs) outlining detail activities for each workstream/activity included as part of the overall project charter.

As outlined above, an executed Statement of Work will be required for each upgrade prior to any implementation and will be performed in conjunction by Spok and Licensee at the appropriate time. Any changes or additional work identified during the Statement of Work in the Licensee's environment or Spok's products will not result in termination of the Order Form.

General Provisions:

This Order Form is subject to approval by Spok at its office in Plano, Texas, and is governed by Nevada law. The state and federal courts sitting in Nevada will have exclusive jurisdiction over any claim arising from or related to this agreement.

Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Licensee and are not included in the Order Form totals. This Order Form is non-transferable. All collection fees, including but not limited to attorney's fees, are payable by Licensee. Spok may request a current financial statement and/or obtain consumer credit report on Licensee to determine creditworthiness.

Spok may also request additional information from Licensee to enable Spok to perform ongoing screening against various international denied parties' lists. If Licensee inquires whether a credit report was requested, Spok will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

This Order Form is subject to the Customer Agreement Master Terms and Conditions, as executed between Spok Inc. and University Medical Center of Southern Nevada ("Licensee") and which became effective on June 22, 2020 and which are hereby incorporated by reference and made part of this Order Form. In the event of a conflict, the terms of this Order Form control over the terms of the Master Terms and Conditions. Licensee by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Master Terms and Conditions and this Order Form.

ORDER FORM



Licensee: University Medical Center (UMC) of Southern Nevada	Spok, Inc
Signature:	Signature: <div>DocuSigned by: <i>Sharon Woods Keisling</i> 9B8A5451FE5B402...</div>
Name:	Name: Sharon Woods Keisling
Title:	Title: Corporate Secretary and Treasurer, Exec
Date:	Date: 7/17/2024



**AMENDMENT
TO THE
CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS**

This Amendment ("Amendment") to the Customer Agreement Master Terms and Conditions (the "Agreement") executed June 22, 2020, by and between University Medical Center Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revises Statutes ("Licensee") and Spok, Inc. ("Company") shall be effective as of the date of the signature of the last of the parties to execute this Amendment.

This Agreement is modified as listed below:

Term of Agreement – Agreement is renewed for an additional term of three (3) years expiring June 21, 2028.

MISCELLANEOUS

(a) This Amendment may be executed and delivered by facsimile or via electronically scanned copies and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties hereto agree that faxed or electronically scanned or other facsimile copies of this Amendment shall be considered as original copies, and that such faxed or scanned signatures applied to this Amendment shall be considered as original signatures. This Amendment shall be binding on the Parties hereto and their respective heirs, successors and assigns.

(b) All terms not otherwise defined herein shall have the meaning set forth in the Agreement as appropriate. However, in the event of any apparent conflict or ambiguity between the Agreement and this Amendment, the provisions and intent of this Amendment shall govern, supersede and be controlling.

(c) This Amendment constitutes the entire understanding of the parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, are expressly superseded hereby.

(d) As modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date and year first written above.

Spok, Inc.	University Medical Center Southern Nevada
DocuSigned by:	
By: <u>Sharon Woods Keisling</u>	By: _____
9B8A5451FE5B402...	
Name: <u>Sharon woods Keisling</u>	Name: _____
Title: <u>Corporate Secretary and Treasurer</u>	Title: <u>Exec</u>
Date: <u>6/21/2024</u>	Date: _____

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: SPOK, INC						
(Include d.b.a., if applicable)						
Street Address:		5911 KINGSTOWNE VILLAGE PARKWAY		Website: www.spok.com		
City, State and Zip Code:		ALEXANDRIA, VA 22315		POC Name: Thanh Tran Email: thanh.tran@spok.com		
Telephone No:		800-611-8488		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Vincent D. Kelly	CEO	
Michael Wallace	President & COO	
Calvin Rice	CFO	

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No

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

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

 Signature	Sharon Woods Keisling Print Name
Corporate Secretary & Treasurer Title	6/26/2024 Date

DISCLOSURE OF RELATIONSHIP

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

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

* UMC employee means an employee of University Medical Center of Southern Nevada

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

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Agreement for UMC Parking Garage Architectural Services (“Agreement”) with Ed Vance & Associates Architects	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement with Ed Vance & Associates Architects for the purchase of architectural and development services related to UMC’s prospective parking structure project; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000999901

Funded Pgm/Grant: N/A

Description: Architectural and development services for a prospective parking structure project

Bid/RFP/CBE: NRS 332.115(1)(b) – professional services.

Term: Not-to-exceed three years from the effective date of the Agreement

Amount: \$1,322,000

Out Clause: The Agreement may be terminated by UMC, provided UMC compensates vendor, through the date of termination, for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

BACKGROUND:

This request is for UMC to enter into an Agreement with Ed Vance & Associates Architects (“EV&A”), a Nevada corporation, to provide architectural and development services for a potential future project involving the construction of a five-story parking structure to be located on Wellness Way and Tonopah Drive.

Prior to initiating a project, the UMC team determines whether the complexity necessitates outside expertise. In this instance, it was determined that professional services are needed to ensure the creation of a comprehensive, safe, and compliant scope of work. This scope of work will allow UMC to develop a comprehensive public solicitation summary.

The term of the Agreement will be either through the date of completion of the work or the date that is three years from the effective date of the Agreement, whichever is soonest. The Agreement may be terminated by UMC, provided UMC compensates vendor through the date of termination for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

UMC’s Director of Facilities has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 31, 2024

Agenda Item #

7

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR UMC PARKING GARAGE
ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH)**

ED VANCE & ASSOCIATES ARCHITECTS ("EV&A")
NAME OF FIRM
Kellie Wanbaugh
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1160 N Town Center Drive, Suite 170 Las Vegas, NV 89144
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 946-8195
(AREA CODE) AND TELEPHONE NUMBER
Kwanbaugh@edvanceassociates.com
E-MAIL ADDRESS

**AGREEMENT FOR UMC PARKING GARAGE
ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)**

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), 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 ED VANCE & ASSOCIATES ARCHITECTS ("EV&A") (hereinafter referred to as "COMPANY"), for UMC Parking Garage Architectural Services (Wellness Way & Tonopah Drive) (hereinafter referred to as "PROJECT").

W I T N E S S E T H:

WHEREAS, HOSPITAL envisions the completion of future construction to create additional parking availability on the HOSPITAL campus, and a prerequisite to such future construction is the PROJECT; and

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,322,000 as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date through the earliest to occur of: (i) the date of completion of the Project and (ii) the date that is three (3) years from the Effective Date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed not-to-exceed fee of \$1,322,000. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after

receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.

5. Intentionally deleted.
6. The Hospital shall not withhold amounts from Company's compensation to impose a penalty or liquidated damages on Company or to offset sums due to cost of changes in the Work unless Company agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. 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 then-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.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes,

demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. Intentionally deleted.
- G. The services Company provides will be performed in a manner consistent with that degree of care as ordinarily exercised by similarly situated consultants/design professionals currently practicing under similar circumstances in the Project's locale. No warranty or guarantee is included or intended in this Agreement or in any of Company's instruments of services or work product.
- H. Company shall exercise usual and customary professional care in its efforts to comply with applicable laws, rules, and regulations in effect as of the date of the execution of this Agreement.
 - 1. Intentionally deleted.
 - 2. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility to comply with the requisite standard of care.
 - 3. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- I. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- J. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared,

completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- K. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional standard of care.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Monty Bowen, telephone number (702) 383-2301 or his designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments shall not in any way relieve COMPANY of responsibility for the professional standard of care.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Intentionally deleted.
- B. Company will strive to perform its work within the time periods established in any Schedule of Performance. However, irrespective of any Schedule of Performance, Company's services and the services of its employees and any sub-consultants will be executed in a time and manner that is consistent with the professional skill and care that is ordinarily provided by consultants practicing in the same or similar locale under the same or similar circumstances. No warranty or guarantee is included or intended in this Agreement or in any of Company's instruments of services or work product.
- C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume

performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

In the event that COMPANY will have employees on HOSPITAL-owned or operated property, COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions

set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Legal Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: Ed Vance & Associates Architects (EV&A)
1160 N Town Center Drive, Suite 170
Las Vegas, NV 89144

SECTION XII: MISCELLANEOUS

A. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

B. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

C. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. 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 Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

F. Complete Agreement

This Agreement, together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, representations, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence.

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be

amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. Intentionally deleted.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights

and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

O. Indemnity

To the fullest extent permitted by law, COMPANY shall indemnify and hold harmless HOSPITAL from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of the COMPANY, its employees, subconsultants, or anyone for whose actions COMPANY is legally responsible. HOSPITAL shall, to the fullest extent expressly authorized by law, indemnify and hold harmless COMPANY from and against damages, losses, costs, and expenses (including reasonable attorneys' and experts' fees, interest, and court costs) to the extent such damages result from the negligent act, error, or omission of HOSPITAL, its employees, construction managers, subcontractors, or anyone for whose actions HOSPITAL is legally responsible. Neither of the parties is obligated to indemnify the other party in any manner whatsoever for its own negligence. The parties expressly agree this indemnity provision does not include - and in no event shall either party be required to assume - any obligation or duty to defend the other party from any claims, causes of action, demands, or lawsuits in connection with or arising out of this Agreement or the services rendered by COMPANY.

P. Independent Contractor

COMPANY acknowledges that it, COMPANY, and any subcontractors, agents or employees employed by it shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

Q. Prohibition Against Israel Boycott:

In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

R. Public Funds / Non-Discrimination

COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

S. Public Records

COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

T. Publicity

Neither HOSPITAL nor COMPANY 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.

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

Unless otherwise stated, all of HOSPITAL and COMPANY's respective obligations, representations and warranties under this Agreement which are not, by the expressed terms of this Agreement, fully to be performed while this Agreement is in effect shall survive the termination of this Agreement.

W. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the original itemized receipts with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks

- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Travel expenses shall not exceed \$ 0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and effective as of the Effective Date.

HOSPITAL:


UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING
Chief Executive Officer

DATE

COMPANY:

ED VANCE & ASSOCIATES ARCHITECTS ("EV&A")

By:  _____
EDWARD VANCE
Founder/Chief Executive Officer

7/1/2024
DATE

EXHIBIT A
UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)
SCOPE OF WORK

HOSPITAL envisions the completion of future construction to create additional parking availability on the HOSPITAL's campus. The construction is expected to result in a parking garage, located at the Northeast Corner of Wellness Way and Tonopah Drive, and to consist of approximately 808 parking spaces in a 5-story structure. The Parking Garage is also expected to include three elevators and two open stairs for emergency exits. With this understanding in mind, COMPANY's Scope of Work consists of professional architectural design and engineering services, including, but not limited to, architecture, civil engineering, landscape architecture, structural engineering, MP&E engineering, technology engineering, specifications, vertical transportation consultant, cost estimation, and geotechnical engineering. Professional services are to be performed in phases including entitlements, schematic design, design development, construction documents, permit/plan review, RFI responses during the bidding phase led by HOSPITAL, and construction observation and administration. Entitlements shall include preparing plans for submission to the City of Las Vegas Zoning and Planning and representation as necessary for up to two public hearings. Construction observation shall include shop drawing review, RFI responses, additional building department submittals, and processing (as required) for an estimated 12-month construction schedule.

Breakdown of Anticipated Compensation to COMPANY, subject to the Agreement:

Not-To-Exceed total: \$1,322,000

Breakdown by Discipline:

EV&A Architects Fee:
TRU Dev (Civil) Fee:
SLA (Landscape Architect)
IMEG (SMPET) Fee:
Lerch Bates (Vertical Transportation) Fee:
Light Solutions Fee:
OCMI (Cost Estimate) Fee:
HALL | AEC Specification Fee:
PCNA FPR Fee:
McGettigan Consulting (Geotech) Fee:
Reimbursables (Estimated Plans Review Fee)



Total \$1,322,000.00

Breakdown by Division of Work:

Entitlements + Zoning Dept Review Fees:
Schematic Design + Civil Public Works Review Fees:
Design Development:
Construction Documents + Building Dept Review Fees:
Bidding:
Construction Administration:



Total \$1,322,000.00

EXHIBIT B

UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE) INSURANCE REQUIREMENTS

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

- A. **Format/Time:** COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. 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 Agreement and any renewal periods.
- B. **Best Key Rating:** HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage:** HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation:** COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL 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. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **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.
- G. **Commercial General Liability:** Subject to Paragraph 6 of this Exhibit, COMPANY 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. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability:** Subject to Paragraph 6 of this Exhibit, COMPANY 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 COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability:** COMPANY 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 two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation:** COMPANY shall obtain and maintain for the duration of this Agreement, 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 COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY 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.
- K. **Failure To Maintain Coverage:** If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance:** COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages:** COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY'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) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
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: The COMPANY shall obtain and maintain for the duration of this Agreement, 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
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
8. Description: UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE) (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.
11. Notwithstanding any other provision to the contrary herein, the parties hereto agree that (1) all coverage provided by COMPANY hereunder shall be on a per policy basis; (2) COMPANY shall provide evidence of all such coverages upon request; (3) COMPANY agrees to provide HOSPITAL with a written notice of cancellation in accordance with COMPANY'S insurance policies; (4) all references herein to any ISO, Acord or other insurance form shall be read as to include "or equivalent, at the discretion of COMPANY"; and (5) COMPANY reserves the right to meet Excess/Umbrella Liability coverage requirements by increasing its Commercial General Liability, Business Automobile Liability and Employer's Liability Insurance limits.



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

1. INSURANCE BROKER'S NAME
ADDRESS

CONTACT
NAME:PHONE
(A/C No. Ext): BROKER'S PHONE NUMBERFAX
(A/C No.) BROKER'S FAX NUMBERE-MAIL
ADDRESS: BROKER'S EMAIL ADDRESS

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

2. //TYPE//S NAME
ADDRESS
PHONE & FAX NUMBERS

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

3. COMPANY'S
BEST KEY
RATING

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	
4.	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		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
							MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
							DEDUCTIBLE MAXIMUM	\$ 25,000
5.	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		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							DEDUCTIBLE MAXIMUM	\$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	X					WC STATUTORY LIMITS	OTHER \$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)

9. CERTIFICATE HOLDER**CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: CBE 332.115(1)(b) - UMC PARKING GARAGE ARCHITECTURAL SERVICES (WELLNESS WAY & TONOPAH DRIVE)

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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.

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

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

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

VETERAN OWNED ENTERPRISE (VET): A Nevada business at least 51% owned/controlled by a veteran.

DISABLED VETERAN OWNED ENTERPRISE (DVET): A Nevada business at least 51% owned/controlled by a disabled veteran.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Agreement:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____

Estimated Percentage of Total Dollars: _____
Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

☐ **No MBE, WBE, PBE, SBE, or NBE subcontractors will be used**

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input checked="" type="checkbox"/> Other S-Corp
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 18						
Corporate/Business Entity Name: Ed Vance & Associates, Architects						
(Include d.b.a., if applicable)						
Street Address:		1160 N. Town Center Drive, Suite 170		Website: edvanceassociates.com		
City, State and Zip Code:		Las Vegas, Nevada 89144		POC Name: Kellie Wanbaugh, Vice President Interiors Email: Las Vegas, Nevada 89144		
Telephone No:		702-946-8195		Fax No: 702-946-8196		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Edward Vance	Founder / CEO	59.4 %
Matthew Burns	Executive Vice President	24.75 %
Kellie Wanbaugh	Vice President Interiors	9.9 %

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☒ No

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

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

 Signature	Edward Vance, FAIA Print Name
CEO/Founder Title	5/22/2023 Date

DISCLOSURE OF RELATIONSHIP

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

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

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

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

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc. f/k/a 3M Health Information Systems, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment 26 to Software License and Services Agreement with Solventum Health Information Systems, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000854000

Description: Software Schedule and Fluency Direct

Bid/RFP/CBE: NRS 332.115(1) (h) – Software

Term: Software Schedule – Extend through 7/24/2024

Fluency Direct Schedule – Extend through 9/30/2025

Amount: Additional \$1,258,727.49

Out Clause: Subject to Sections 9.1.2 (Early Termination) and 9.2 (Termination and Non-Renewal, Rights and Obligations)

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

Since 1986, UMC has had an Agreement with Solventum Health Information Systems, Inc., formerly known as 3M Health Information Systems, Inc. (“Solventum”) to utilize its patient coding software products. The software is used through UMC’s main campus and QC/PC locations to determine the diagnosis and procedure codes for patient billing.

This Amendment 26 requests to update the name from 3M Health Information Systems, Inc. to Solventum Health Information Systems, Inc., increase the funding by an additional \$1,258,727.49, extend the software schedule term through July 24, 2025, and extend the fluency direct fee schedule through September 30, 2025. All other terms and conditions shall remain in full force and effect.

UMC’s Health Information Management Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC’s Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 31, 2024

Agenda Item #

8

AMENDMENT 26 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS AMENDMENT to the **Software License and Services Agreement**, dated **December 13, 2007** (the "Agreement") between **Solventum Health Information Systems, Inc.** ("Solventum") having an office at 575 West Murray Boulevard, Murray, Utah 84123-4611 and **University Medical Center of Southern Nevada** ("Client") with offices at **1800 W. Charleston Boulevard, Las Vegas, NV 89102-2386**, is effective as of the date last signed ("Effective Date").

Client and Solventum agree that the above referenced Agreement is amended as follows:

1. **Except as provided in this Amendment, all terms and conditions of the above referenced Agreement will remain in full force and effect.**
2. **Name Change.** 3M Health Information Systems, Inc. changed its name and is now known as Solventum Health Information Systems, Inc. with offices at the same location and with the same Federal Tax ID number and payment remittance information. All references in the Agreement to "3M" shall mean and refer to Solventum Health Information Systems, Inc. Client will continue to see rebranding activities until all licensed products have been rebranded.
3. **DELETE Section 9.1.1 of the terms and conditions in its entirety and REPLACE it with the following:**

9.1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from Solventum for an extended **one (1) Year** term beginning **July 25, 2024** and ending **July 24, 2025** ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall **automatically terminate** unless Customer, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at Solventum's then-current list price, less any applicable discount. Solventum, at its option, may elect not to renew the Agreement.

4. **AMEND Exhibit B, the Software Schedule, with the actions contained in the schedule below.**
5. **ADD Section 1.1 to Exhibit B-2.**

1.1 License Term Extension. Customer agrees to license the Software listed in this Agreement from Solventum for an extended **One (1) Year** term beginning **October 1, 2024**, and ending **September 30, 2025** ("Extended Term"). After the Extended Term, this Agreement, and the License granted under Section 2.5, shall **automatically terminate** unless Customer, upon sixty (60) days prior written notice, requests renewal. Such renewal, if any, would be priced at Solventum's then-current list price, less any applicable discount. Solventum, at its option, may elect not to renew the Agreement.

6. **AMEND Exhibit B-2, the Fluency Direct Fee Schedule, with the actions contained the schedule below.**

Client has read this Amendment, and when applicable, each Exhibit, and Attachment hereto. To indicate the parties' acceptance and agreement to be bound by the terms and conditions of this Amendment, Solventum and Client have executed this Amendment on the date(s) indicated below, to be effective as of the date first indicated above.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SOLVENTUM HEALTH INFORMATION SYSTEMS, INC.

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

PLEASE EMAIL YOUR PURCHASE ORDER IN THE AMOUNT OF **\$1,258,727.49** AND THE SIGNED AMENDMENT TO:
HISCONTRACTSUBMISSION@SOLVENTUM.COM

FOR SOLVENTUM INTERNAL USE ONLY					
ISSUE DATE / BY:	GPO:	BATCH NUMBER:	CLIENT SITE ID:	AGREEMENT NUMBER:	CLIENT EMR:
07/08/24 PL	****	070940 Q46877	2880004	07-0940	
REVISION DATE/BY:	SLA TYPE:	CMR No:			
		04471255			

PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.
Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

EXHIBIT B

SOFTWARE SCHEDULE

S/O ITEM	CPU ACTION	SKU	AUTHORIZED SITE	SITE TYPE	TOTAL 1 ST YR ANNUAL & ONE TIME FEE
			PRODUCT DESCRIPTION		
364699	WEB	-----	UNIVERSITY MEDICAL CENTER--1800 W CHARLESTON BLVD, LAS VEGAS, NV, HI2880004	Install/Access Site	
1.	Delete	360E CDI	360 Encompass System - Clinical Documentation Integrity System Software ¹		
2.	Renew	360E CAC INPATIENT	360 Encompass System - Computer Assisted Coding Inpatient		
3.	Renew	360E CAC OUTPATIENT	360 Encompass System - Computer Assisted Coding Outpatient		
4.	Renew	360E CODING EXCELLNC	360 Encompass System - Coding Excellence		
5.	Renew	APCTRICARE	APCfinder for TRICARE		
6.	Renew	C&RS-TESTPALDIR	Coding & Reimbursement Permanent Test Directory		
7.	Renew	CGS-APC	CGS CMS Medicare APC Grouper with Medicare HOPD & FQHC Reimbursement		
8.	Renew	CONNSFT TCP	Connections Software TCP/IP Server		
9.	Renew	MNAPC NV A&B	Medical Necessity for APCfinder NV Part A&B		
10.	Renew	PSUS-360	3M Update Services 360 Encompass		
11.	Renew	TRICAREGRP	TRICARE Grouper		
12.	Renew	CDI A-S OB INTFC	Clinical Documentation Integrity Auto-Suggested Data Outbound Interface		
13.	Exchange	360E CDI EHR LAUNCH	360 Encompass System Clinical Documentation Integrity - EHR User Launch-In to 360		
SITE SUBTOTAL:					

The License Start Date for the above products is July 25, 2024.

FEE SUMMARY:

ANNUAL SOFTWARE LICENSE, SERVICES & SUPPORT FEES:	\$761,343.91
*TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:	\$0.00
**CONSULTING SERVICE FEES:	\$0.00

TOTAL THIS SCHEDULE:

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2024, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training PI = Phone Installed CI = Customer Installed

1. Solventum and Client agree that the Solventum Software set forth above shall be terminated effective upon the conclusion of **July 24, 2024** (the "Termination Date").

Upon the Termination Date set forth above, Client agrees to comply with the provisions of this Agreement that survive termination; and (1) immediately cease the use of the Solventum Software and Documents, and (2) within fifteen (15) days from the Termination Date either: a) contact Solventum Client Care at 800-435-7776 to schedule a de-installation of the Solventum Software from the Client's Equipment by Solventum, or b) de-install the Software and certify, in writing to Solventum, that the Solventum Software has been removed from Client's Equipment and the

Solventum Software and applicable Documents have either; i) been returned to Solventum, or ii) been destroyed by Client (including all copies, regardless of media).

IN THE EVENT CLIENT DOES NOT COMPLY WITH THE TERMINATION PROVISIONS, AS SET FORTH ABOVE, SOLVENTUM SHALL DEEM THE SOLVENTUM SOFTWARE, LICENSED UNDER THIS AGREEMENT, STILL IN USE BY THE CLIENT AND THIS AGREEMENT SHALL CONTINUE IN EFFECT AND UNINTERRUPTED. FURTHERMORE, Solventum SHALL CONTINUE TO INVOICE CLIENT AND CLIENT SHALL CONTINUE TO PAY THE APPLICABLE FEES HEREUNDER, UNTIL SUCH TIME THE TERMINATION PROVISIONS OF THIS AMENDMENT ARE SATISFIED.

PROPRIETARY SOLVENTUM CONFIDENTIAL TRADE SECRET, COMMERCIAL OR FINANCIAL INFORMATION.

Do not release or disclose any information in this document under any Open Records Act, Freedom of Information Act, or equivalent law.
Release or disclosure is prohibited without Solventum consent. Immediately report any request to Solventum.

EXHIBIT B-2**FLUENCY DIRECT FEE SCHEDULE**

<u>S/O</u> ITEM	<u>CPU</u> ACTION	<u>SKU</u>	<u>LOCATION</u>	<u>SITE TYPE</u> LIST PRICE	<u>FIRST YR</u> FEE
--	--		UNIVERSITY MEDICAL CENTER, 1800 W CHARLESTON BLVD, LAS VEGAS, NV 2880004	Install/Access Site	
1.	Renew	FLUENCY DIRECT SOL	Fluency Direct (FESR) Subscription Solution ¹ Includes: <ul style="list-style-type: none"> • Fluency Direct (FESR) Subscription License • Fluency Direct Cloud Intel Access • Fluency Direct (FESR) Adoption Services 		
SITE SUBTOTAL:					

The License Start Date for the above products is October 1, 2024.

FEE SUMMARY:**ANNUAL SOFTWARE LICENSE, SERVICES & SUPPORT FEES:*****TOTAL ONE TIME, IMPLEMENTATION & TRAINING FEES:******CONSULTING SERVICE FEES:****TOTAL THIS SCHEDULE:****\$497,383.58**

The fees stated above are guaranteed for a period of sixty (60) days from the Issue Date of this Schedule or December 31, 2024, whichever occurs first, unless this Schedule is fully executed prior to such date. Client acknowledges and agrees the fees shown above include discounts for Client's commitment to a term. Solventum reserves the right to rescind the multi-year discount and re-price the Solventum Product(s) on this Schedule in the event Client elects a term less than stated above.

In the event Client delays implementation of any module of Software or scheduling of Services, at no fault of Solventum, for more than one hundred fifty (150) days from the execution date of being added to this Schedule, Solventum may, at its option, increase the price of such Solventum Product(s) to the then-current list price or Solventum may terminate any such Solventum Product(s) from this Schedule.

I&T = Implementation and Training **PI** = Phone Installed **CI** = Customer Installed

¹ The license granted to Client permits an unlimited number of Users at facilities owned and operated by Client and is based on Client having up to **675 Users** ("License Scope"). The number of Users may not exceed the License Scope. If the number of Users increase by ten percent (10%) or more, enlargement of the License Scope is required, and the fees will be at 3M's list price less applicable discounts.

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply) None of the Below						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Solventum Health Information Systems, Inc.				
(Include d.b.a., if applicable)						
Street Address:		575 West Murray Blvd		Website: www.solventum.com		
City, State and Zip Code:		Murray, Utah 84123		POC Name: Diane Cantorna Email: dvcantorna@solventum.com		
Telephone No:		801-265-4400		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

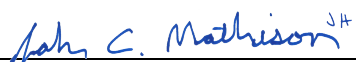
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attachment below with response		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No

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

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

 Signature	John C. Mathison Print Date: July 16, 2024
Title: HIS Operations	

DISCLOSURE OF RELATIONSHIP

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

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

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

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

For UMC Use Only:

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

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

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

DISCLOSURE OF RELATIONSHIP

Solventum HIS Officers

Title	Officer
Director/President	Garri Garrison
Director	Detlef Koll
Director/Vice President	Quinn Weidall
Officer/Treasurer	Rodolfo Espinosa-Casaubon
Officer/Assistant Treasurer	Justin P. McGough
Officer/Secretary	Marcela Kirberger
Officer/Assistant Secretary	Carl Rychcik

Disclosure Statement:

* Solventum is a publicly traded company. Because Solventum (i) does not know the identities of all the University Medical Centers or Solventum employees, directors, officers, and members of its Board of Directors, their immediate families and financial and investment activities and (ii) cannot poll all of its or the University Medical Centers employees for other employment, investment or other activities, it is not possible for Solventum to indicate with absolute certainty that by conducting business with the University Medical Center, Solventum would be entering into any situation in which a conflict of interest may exist.

However, Solventum is a highly ethical company known for its integrity and fair dealings. Solventum would not intentionally enter into a business relationship under which there would be a conflict of interest without advising the other party of the conflict.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Amendment to Previously Approved Master Agreement for Energy Management Services with Kinect Energy, Inc. (“Amendment”)	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment to the previously approved Master Agreement for Energy Management Services with Kinect Energy, Inc.; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000848000

Description: Amendment to extend the term of the previously approved Master Agreement for Energy Management Services.

Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services.

Term: August 1, 2023 through October 31, 2024 (post-Amendment).

Amount: \$75,253

Out Clause: The Agreement may be terminated, without cause, provided 90 days’ prior notice is provided. At this time, given the end date of the term, the Agreement would likely naturally expire before such right could be exercised.

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is for UMC to enter into an Amendment to extend the term of the previously approved Master Agreement for Energy Management Services.

Following previous Governing Board approval, UMC entered into an Agreement with Kinect Energy, Inc., for Kinect Energy, Inc., to provide advisory, consulting, and procurement services regarding the acquisition of natural gas directly from the source. This allowed, and continues to allow for, a savings to UMC through the elimination of excessive surcharges from distributors.

With the current Agreement’s term set to expire at the conclusion of July 31, 2024, it is necessary to extend the term to allow for a proper transition. Accordingly, this Amendment extends the term through October 31, 2024.

While the Agreement allows for termination without cause with 90 days’ prior notice, given the term end date, it is likely the Agreement would naturally expire without exercise of such provision.

UMC’s Director of Facilities has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
July 31, 2024

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AMENDMENT TO SERVICE AGREEMENT

Kinect Energy, Inc. ("Kinect Energy") and University Medical Center of Southern Nevada ("Client") entered into a Service Agreement, dated August 1, 2023, related to the provision of energy management services (the "Agreement"). Each entity named above may also be referred to as a "Party" or collectively as the "Parties."

Whereas, Kinect Energy and Client wish to amend the terms of the Agreement by entering into this amendment (the "Amendment").

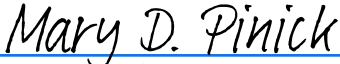
Now, therefore, in consideration of the promises and the terms and conditions set forth in this Amendment, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed, the Agreement is amended as follows:

Section 4. Term is hereby amended as follows:

Term. August 1, 2023 - October 31, 2024

The original provisions of the Agreement control for any matter not specifically included in this Amendment. The Agreement, as amended, constitutes the entire agreement of the Parties with respect to the subject matter thereof.

Agreed and accepted:

Kinect Energy, Inc.  By: Mary D. Pinick (Jun 14, 2024 22:50 CDT) Name: Mary D. Pinick Title: Sr. Director, Commercial Operations Date: 06/14/2024	University Medical Center of Southern Nevada By: Name: Mason Van Houweling Title: Chief Executive Officer Date:
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**University Medical Center of Southern Nevada
Estimated Budget for August 2024 to October 2024
May 21, 2024**

All Facilities	Aug-24	Sep-24	Oct-24	Total
Natural Gas Cost				
Natural Gas Usage (Dth)				
Unit Cost				
Monthly Retainer Fee				
Total Cost	\$ 22,957	\$ 24,520	\$ 27,777	\$ 75,253

Notes:

Natural Gas Costs detailed above are based on NYMEX Futures prices in effect as of 5/20/24.

Volumes are based on Aug-Oct'23 volumes

These prices change daily and are subject to market volatility.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: None						
Corporate/Business Entity Name:		Kinect Energy, Inc.				
(Include d.b.a., if applicable)						
Street Address:		605 N. Hwy 169, Suite 1200		Website: www.kinectenergy.com		
City, State and Zip Code:		Plymouth, MN 55441		POC Name: Dianne Wahl		
				Email: Contracts@kinectenergy.com		
Telephone No:		763-543-4600		Fax No: 763-201-5901		
Nevada Local Street Address: (If different from above)		N/A		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

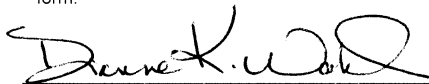
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☒ Yes ☐ No

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

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


 Signature
 Manager, Client Contract & Credit Administration
 Title

Dianne K. Wahl
 Print Name
 Aug 12, 2019
 Date

DISCLOSURE OF RELATIONSHIP

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

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

* UMC employee means an employee of University Medical Center of Southern Nevada

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

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

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	First Amendment to Master Affiliation Agreement for GME with the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Master Affiliation Agreement for Graduate Medical Education with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Name: UMC Operating Fund

Fund Center: 3000824000

Funded Pgm/Grant: N/A

Description: Master Affiliation Agreement for GME Programs

Bid/RFP/CBE: N/A

Term: Amendment 1 – amend term to end the earlier of (i) 6/30/2026 or (ii) the date on which the Affiliation Agreement terminates

Amount: None

Out Clause: Terminate the earlier of (i) 6/30/2026 or (ii) the date on which the Affiliation Agreement terminates

BACKGROUND:

Since July 1, 2017, UMC has had an agreement with UNLVKSOM to provide education and training for residents and fellows, and to augment both entities' common mission to develop a premier academic health center that integrates the expertise of UNLVKSOM with the resources of UMC to promote teaching, health care innovation and access to health care for Southern Nevadans ("Services").

On August 31, 2022, UNLVKSOM and UMC entered into a new Master Affiliation Agreement for the joint sponsorship of graduate medical education (GME) programs for the continuation of the Services ("Agreement"). The term of the Agreement and its Program Letters of Agreement (PLA) are from July 1, 2022 through June 30, 2027. The PLAs are for the following specialties: Acute Care Surgery Fellowship, Cardiology Fellowship, Child and Adolescent Psychiatry Fellowship, Emergency Medicine Residency, Endocrinology Fellowship, Family Medicine Residency, Rural Family Medicine Residency, Gastroenterology Fellowship, General Surgery Residency, Geriatric Medicine Fellowship, Internal Medicine Residency, Obstetrics and Gynecology Residency, Orthopaedic Surgery Residency, Otolaryngology Residency, Pediatric

Cleared for Agenda
July 31, 2024

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Emergency Medicine Fellowship, Pediatrics Residency, Plastic Surgery Residency, Psychiatry Residency, Pulmonary and Critical Care Medicine Fellowship, Sports Medicine Fellowship, and Surgical Critical Care Fellowship.

This First Amendment requests the following:

- Amend the expiration date to end the earlier of (i) June 30, 2026 or (ii) the date on which the Affiliation Agreement terminates;
- Update UNLVKSOM's responsibilities on timekeeping and physician faculty appointments and IT system access; to cap the maximum percentage (NTE 10%) on Schedule 2 reimbursement; and to maintain accurate resident schedules and graduated levels' responsibility;
- Add a new PLA for Rheumatology as Exhibit V; and
- Update Schedule 2 on Community Sites.

The Department of Business License has determined that UNLVKSOM is not required to obtain a Clark County business license nor a vendor registration since School is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Governing Board.

FIRST AMENDMENT TO MASTER AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION (GME)

THIS FIRST AMENDMENT TO MASTER AFFILIATION AGREEMENT FOR GRADUATE MEDICAL EDUCATION (GME) (this "First Amendment"), is entered into by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("University" or "Sponsoring Institution") and the University Medical Center of Southern Nevada ("Hospital" or "UMC") with the intent to be effective on July 1, 2024 (the "First Amendment Effective Date"). University and Hospital may collectively be referred to as the "Parties." Terms not otherwise defined in this First Amendment, shall have the meanings set forth in the Master Affiliation Agreement.

WITNESSETH

WHEREAS, University and Hospital are parties to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, as amended (the "Affiliation Agreement"), which sets forth Hospital's academic mission support and includes its commitment to support resident education and training through its residency positions funded through the Centers for Medicare and Medicaid Services ("CMS"); and

WHEREAS, the Parties entered into that certain Master Affiliation Agreement for Graduate Medical Education (GME), initially effective July 1, 2017 and then again on July 1, 2022, with such agreements setting forth their respective rights and responsibilities in furtherance of their common mission to develop a premier academic health center that integrates the expertise of the University with the resources of the Hospital to enhance teaching, promote health care innovation and improve access to health care for Southern Nevadans (the "Master Affiliation Agreement");

WHEREAS, the University and UMC desire to amend the Master Affiliation Agreement to add a Program Letter of Agreement for Rheumatology, to delete and replace Schedule 2 entitled Community Sites, modify the expiration date, and make other mutually agreeable changes.

NOW, THEREFORE, the Parties agree that the Master Affiliation Agreement is amended as follows:

1. Amendment to Section II

Section II is hereby deleted in its entirety and replaced with the following:

TERM AND TERMINATION

A. The term of this Agreement shall commence on the Effective Date and end on the earlier of (i) the expiration date of June 30, 2026 or (ii) the date on which the Affiliation Agreement terminates. In the event of a breach of this Agreement by either party, the Parties agree to meet and confer to address the resolution of such breach within thirty (30) days. Thereafter the Parties will use their best efforts to reach a satisfactory resolution of the issue; provided however, if they are unable to reach a satisfactory resolution the Parties will agree at such time to dissolve the affiliation in such a way that will cause the least disruption to the education and ongoing operations of Hospital and University.

2. Amendment to Section IV. D

Section IV. D shall be deleted in it's entirely and replaced with the following:

Notwithstanding the foregoing, Program residents, fellows, and GME program directors shall also be required to abide by the Medical and Dental Staff Bylaws and any and all policies, rules and regulation of Hospital, including but not limited to reasonable policies and procedures around timekeeping to track time spent at UMC and its affiliated clinic sites (for purposes of ensuring University's compliance with this Agreement and not for individual resident or fellow disciplinary purposes). Prior to each resident's or fellow's rotation to Hospital, Hospital shall provide access to the Medical and Dental Staff Bylaws and Hospital's policies, rules and regulations and other pertinent documents applicable to resident or fellow staff.

3. Amendment to Section IV. G

A new sentence shall be added to Section IV. G. that states the following:

Hospital's physicians employed at Hospital affiliated clinic sites will be granted faculty appointments with the University for the purposes of supervision of residents or fellows. Along with any such faculty appointments will be the requisite access to systems and technology needed to complete supervision for purpose of ACGME requirements.

4. Amendment to Section IV. H

A new sentence shall be added to Section IV. H. that states the following:

Notwithstanding the preceding with respect to Schedule 2, the total time spent at the Community Sites that are reimbursable by UMC pursuant to the Affiliation Agreement will not exceed ten percent (10%) of the total FTE count (e.g., 204.47).

5. Amendment to Section IV. K

A new sentence shall be added to Section IV. K. that states the following:

Additionally, University shall maintain accurate resident schedules and the graduated levels of responsibility up to date in the New Innovations (or similar) system, and ensure Hospital's authorized users' access to New Innovations, Workday, and/or other systems to perform certain resident oversight responsibilities.

6. Addition of Exhibit V

The attached Program Letter of Agreement for Rheumatology is hereby added to the Master Affiliation Agreement as Exhibit V. The parties acknowledged and agree that Hospital is not providing any funding for the Rheumatology program beyond facility access, under the same terms and conditions as other similarly situated credentialed medical staff members.

7. Schedule 2

Schedule 2 is hereby deleted in its entirety and replaced with a new Schedule 2, attached hereto and incorporated hereby by reference.

8. No Further Modifications

Except as modified in this First Amendment, all other terms and conditions of the Master Affiliation Agreement shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Master Affiliation Agreement and the terms of this First Amendment, the terms of this First Amendment shall prevail. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this First Amendment to be effective as of the Amendment Effective Date.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ Date: _____
Mason Van Houweling
Chief Executive Officer

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS KIRK KERKORIAN SCHOOL OF MEDICINE

DocuSigned by:
By: *Kate Martin* Date: 7/18/2024
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Kate Martin, M.D.
Associate Dean for Graduate Medical Education
and Designated Institutional Official (DIO)

DocuSigned by:
By: *Marc Kahn* Date: 7/18/2024
11F3869F9A4F47D...
Marc Kahn, M.D.
Dean, UNLV School of Medicine

DS
SR
7/18/2024

Approved:
Signed by:
By: *Kathryn H. Korgan, PhD* Date: 7/19/2024
B9F9D44AEB0F468...
Kathryn H. Korgan, PhD
Senior Vice Provost for Academic Affairs, UNLV

EXHIBIT V

[See next page]

Exhibit V
Program Letter of Agreement
between
The Board of Regents of the Nevada System of Higher Education on behalf of the University of
Nevada Las Vegas, Kirk Kerkorian School of Medicine, Rheumatology Fellowship Program
And
University Medical Center of Southern Nevada

This document serves as Exhibit V for the Rheumatology Fellowship Program and serves to confirm and determine the specific elements of that resident/fellowship educational experience.

1. Persons Responsible for Education and Supervision

At Sponsoring Institution: Program Director for Resident/Fellowship: Mitchell Forman, DO, MACP

At Participating Site: Site Director (faculty member accountable for resident education and supervision at the Participating Site): Mitchell Forman, DO, MACP

The above-mentioned people are responsible for the education and supervision of the Sponsoring Institution's residents/fellows while rotating at Participating Site.

2. Responsibilities

The faculty at Participating Site must provide appropriate supervision of residents/fellows in patient care activities and maintain a learning environment conducive to educating the residents/fellows in the Accreditation Council for Graduate Medical Education (ACGME) competency areas. The faculty must evaluate resident performance in a timely manner during each rotation or similar educational assignment. The evaluation must be documented within two weeks after completion of the rotation. The Sponsoring Institution's Program Director will send an evaluation through New Innovations along with instructions.

3. Content and Duration of the Educational Experiences

The content of the educational experiences has been developed according to ACGME Residency/Fellowship Program Requirements, and include the educational goals and objectives outlined in exhibit attached hereto and incorporated herein by this reference. In cooperation with the Program Director, Site Director and the faculty at Participating Site are responsible for the day-to-day activities of the Residents/Fellows to ensure that the outlined goals and objectives are met during the course of the educational experiences at Participating Site.

4. Policies and Procedures that Govern Resident Education

Residents/Fellows will be under the general direction of the Sponsoring Institution's Graduate Medical Education Committee's and Program's Policy and Procedure Manual that govern resident/fellow education. In particular, ACGME duty hour regulations must

be followed. Residents/fellows will be notified that they are required to adhere to the policies and procedures of the Participating Site.

Signatures on following page

SPONSORING INSTITUTION

The Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada Las Vegas, Kirk Kerkorian School of Medicine

Mitchell D. Forman, DO 7/2/24

Mitchell Forman, DO, MACP

Date

Program Director & Site Director

Rheumatology Fellowship Program

PROGRAM EDUCATIONAL GOALS AND OBJECTIVES

UNLV School of Medicine Rheumatology Fellowship Program UMC

Inpatient Consult Goals and Objectives

Program Director: Mitchell D. Forman, DO, FACR, MACP,
FRCP Professor of Medicine
Rheumatology Division
Kirk Kerkorian School of Medicine at UNLV
mitchell.forman@unlv.edu

Key Faculty: Walter Winn Chatham, MD
Professor of Medicine
Rheumatology Division
Kirk Kerkorian School of Medicine at UNLV

Location: University Medical Center Hospital
Duration: 6 months (Total Time)

Purpose

University Medical Center (UMC) is the major hospital in the Las Vegas Medical District. It represents the *major* site of inpatient practice by the UNLV School of Medicine faculty and will be the primary site of inpatient consultation training for the Fellows. The goal of the UMC inpatient consult rotation is to provide Fellows with exposure to hospitalized patients with a diverse mix of Rheumatologic disorders. Fellows will learn how to evaluate and manage patients with acute and chronic Rheumatologic disorders either as a primary presentation or complicating other disease condition. Fellows will acquire increasing level of independence in managing hospitalized patients with a variety of Rheumatologic diseases that have presented for hospitalization or that develop during their hospitalization for other disorders. involving all the endocrine systems including Type 1 and Type 2 diabetes mellitus, gestational diabetes,

Teaching methods

Teaching will occur mainly through supervised patient care. The fellows will receive requests for consultation from other services at UMC either through the Rheumatology pager or directly through telephone or face to face contact. The fellow will conduct initial evaluation of the patient and will develop a recommendation and treatment plan which will be discussed with the supervising attending faculty with feedback and formulation of a finalized treatment plan which the fellow will

communicate to the consulting service.

Case based didactic sessions that is based on the patients on the consult service will be conducted weekly. This will involve presentation of background information, literature review and discussion with the team about the application of the evidence to the case being discussed. In addition, the fellow will be involved in clinical and didactic teaching of internal medicine students and resident that are rotating on the Rheumatology consult service for that rotation block.

Mix of diseases

The UMC hospital provides care to patients with diverse demographic backgrounds. Because it is a county hospital, it has a high proportion of underserved populations who tend to present at more advanced disease states. Also, because UMC provides continuous inpatient Rheumatology consult

Service, referral from other hospital for patients with complicated and rare Rheumatologic disorders is common. The mix of disease seen at UMC Includes but is not limited to:

1. Acute Gout & Pseudogout
2. Septic Arthritis
3. Flares of Polyarticular Rheumatoid Arthritis
4. Undiagnosed Vasculitis or Flares of Vasculitis
5. Flares of Psoriatic Arthritis
6. Undiagnosed or Flares of the Spondyloarthropathies Including Ankylosing Spondylitis
7. Complications of or Side Effects of Medications Being Used to Treat a Variety of Rheumatologic Disorders Including MTX, AZA, Leflunomide, Corticosteroids, etc.
8. Systemic Lupus Erythematosus Flares
9. The Inflammatory Myopathies such as Polymyositis and Dermatomyositis
10. Scleroderma
11. Sjogren's Syndrome

Types of patients

UMC provides care to a diverse mix of patients representing various socioeconomic, ethnic and other demographic populations of Las Vegas. The fellow will encounter adult patients from these diverse backgrounds in the inpatient setting.

Types of encounters

All of the encounters during this rotation will involve hospitalized patients. Referral will be from various inpatient services at UMC requesting consultation on patients with known or suspected Rheumatologic disorders. Typically, the fellow will obtain information directly from the patient, patient relatives or other secondary sources. Following completion of the evaluation and formulation of a recommendation with the supervising faculty, the fellow will communicate these

recommendations to the service requesting the consultation as well as the patient or family where applicable. A consultation note will be completed by the fellow to effectively document these recommendations.

Following initial evaluation, the fellow will continue to follow up on all additional/new clinical information on the patient. The fellow will incorporate these new findings to the initial assessment to arrive at updated recommendations to be discussed with the supervising faculty then conveyed to the consulting service and patient during subsequent patient encounters.

After addressing the consult question, to ensure continuity of care after hospital discharge, when feasible the fellow will refer the patient for appropriate outpatient follow-up care to the Fellow's Continuity Clinic at the UNLV Medicine Rheumatology Clinic; for patients requiring subsequent outpatient infusion services, referral to the UMC Infusion clinic will be offered.

The fellow will be required to keep a log of all patients encountered during this rotation. This record will be relied upon for selection of cases for presentation at the fellow's case conferences, writing case reports, assessing adequacy of fellow exposure to endocrine disorders and for fellow's self-evaluation.

Fellow supervision

The attending faculty will be responsible for supervision during this rotation. The faculty will provide fellows with the goals and expectations at the beginning of each rotation. The fellow will be required to communicate all major decisions or changes in patient status with the attending faculty. Supervision will be based on direct observation of fellow during interactions with patients, other healthcare providers and members of the healthcare team. Also, skills in obtaining relevant history, conducting good physical examinations, seeking resources to help address clinical questions and synthesis of all the gathered information to arrive at differential diagnoses will be assessed during patient encounters in this rotation.

As fellows advance in their training, they will be expected to improve upon these skills with greater level of competence and independence.

Evaluation

Faculty evaluation that is based on the ACGME competencies is the primary evaluation for Fellows during this rotation. Faculty will provide fellows with expectations at the beginning of the rotation. Faculty will be encouraged to provide face-to-face feedback to the fellow at least midway and at the end of the rotation. The final evaluation will be based on Fellow performance over the course of the rotation. Faculty will also incorporate feedback from patients and other members of the healthcare delivery team in arriving at the final evaluation. A competency-based evaluation will be available for completion by faculty through the program online evaluation tool at the end of the rotation.

Fellows will have access to their evaluations once completed by supervising faculty and will have quarterly meetings with their faculty adviser to review these evaluations for fellow advancement in training milestones.

Fellows will evaluate their experience at the end of this rotation to convey to the program their assessment of the rotation and individual attending faculty performance. The fellow evaluation will be anonymous and will be conveyed to the faculty in a composite anonymous format annually. This feedback will be one of the tools relied upon to assess achievement of program goals and objectives.

Educational Resources

Fellows are encouraged to seek evidence-based resources that will enhance the quality of patient care provided, enhance their medical knowledge and improve their overall practice. Learning is enhanced through the application of learned material in the care of actual patients with those conditions. Some recommended resources will include but is not limited to the following:

1. Textbooks
 - a. Kelley's Textbook of Rheumatology, latest edition
 - b. Washington Manual Rheumatology, latest edition
 - c. Firestein & Kelley's Textbook of Rheumatology, latest edition
 - d. Bellamy, Colour Atlas of Clinical Rheumatology, latest edition
 - e. Griffin, Essentials of Musculoskeletal Care, latest edition
 - f. Wolff & Johnson, Fitzpatrick's Color Atlas & Synopsis of Clinical Dermatology
2. Reference resources
 - a. UpToDate
 - b. Rheumatic Disease Clinics - Series by Topics
3. Peer-reviewed journals (examples)
 - a. Journal of the American Medical Association
 - b. New England Journal of Medicine
 - c. British Medical Journal
 - d. Arthritis and Rheumatology

All of the above resources are available to fellows online, directly or through the UNLV Health Science Library at the library's online portal: <https://www.library.unlv.edu/hsl>.

Fellows are encouraged to obtain the most up-to-date versions of these reference material that will reflect the most recent scientific advances.

All of these Textbooks, Journals & Reference materials are part of the resources Fellows will be utilizing in all of their clinical responsibilities, journal clubs and teaching rounds.

Competency based Goals and Objectives: PGY4 (First Year Fellow)

Patient Care

1. Demonstrate competence in the practice of health promotion, disease prevention, diagnosis, care, and treatment of patients of each gender, from adolescence to old age, during health and all stages of illness.
2. Demonstrate competence in the evaluation and management of a wide variety of Rheumatologic conditions as noted in the above sections
3. Demonstrate competence in the care of hospitalized patients with a variety of Rheumatologic conditions as noted above, including;
 - a. Crystal arthropathy
 - b. Systemic Lupus Erythematosus
 - c. Active Rheumatoid Arthritis
 - d. The Vasculopathies
4. Demonstrate competence in Interpretation of laboratory studies related to a variety of Rheumatologic disorders including various auto-antibodies, inflammatory markers/acute phase reactants, anti-phospholipid antibodies, etc.
5. Demonstrate competence in interpretation of imaging studies for diagnosis and treatment of arthropathies and metabolic bone diseases, including x-rays, computed tomography, magnetic resonance imaging, radionuclide bone scans and ultrasonography.
6. Demonstrate competence in the performance and interpretation of joint fluid analysis.

Medical Knowledge

1. Demonstrate basic knowledge of the scientific method of problem solving, and evidence-based decision making
2. Demonstrate knowledge of indications, contraindications, limitations, complications, techniques, and interpretation of results of Rheumatologic diagnostic and therapeutic procedures including the appropriate indications for and use of screening tests/procedures.
3. Demonstrate knowledge of basic laboratory techniques.

Interpersonal and Communication Skills

1. Communicate effectively and demonstrate caring and respectful behaviors when interacting with patients and their families
2. Create and sustain a therapeutic and ethically sound relationship with patients and caregivers
3. Effectively counsel and educate patients and their families about Rheumatologic disorders
4. Work effectively with other members of the healthcare team as a colleague or leader

5. Maintain comprehensive, timely and legible medical records that effectively communicate medical reasoning and recommendations as a consultant.

Professionalism

1. Demonstrate integrity and ethical behavior including truthful reporting of medical information
2. Respond to duties promptly and be on time for rotations and conferences
3. Interact in a respectful manner with all members of the healthcare team
4. Provide care in a compassionate and respectful manner Irrespective of patient and caregivers' gender, age, religion, ethnicity or other demographic factors.

Practice based learning and improvement

1. Analyze practice experience and perform practice-based improvement activities using a systematic methodology
2. Locate, appraise, and assimilate evidence for Rheumatologic disorders from scientific studies related to their patients' health problems
3. Obtain and use information about their own population of patients and the larger population from which their patients are drawn
4. Apply knowledge of study designs and statistical methods to the appraisal of clinical studies and other information on diagnostic and therapeutic effectiveness in Rheumatologic disorders
5. Use information technology to manage information, access on-line medical resources, and to support their own education
6. Assess their practice through self-evaluation and feedback
7. Facilitate the learning of students and other health care professionals

System based practice

1. Understand how their patient care and other professional practices affect other health care professionals, the health care organization, and the larger society and how these elements of the system affect their own practice
2. Know how types of medical practice and delivery systems differ from one another, including methods of controlling health care costs and allocating resources
3. Practice cost-effective health care and resource allocation that does not compromise quality of patient care
4. Advocate for quality patient care and assist patients in dealing with system complexities
5. Know how to partner with health care managers and health care providers to assess, coordinate, and improve health care and know how these activities can affect system performance and minimize risk for errors.

Competency based Goals and Objectives: PGYS (Second Year Fellow)

Patient Care

1. Demonstrate competence in the practice of health promotion, disease prevention, diagnosis, care, and treatment of patients of each gender, from adolescence to old age, during health and all stages of illness.
2. Demonstrate competence in the evaluation and management of a wide variety of Rheumatologic conditions with minimal to no supervision.
3. Demonstrate competence in the care of hospitalized patients with a wide variety of Rheumatologic disorders as noted above.
4. Demonstrate competence in interpretation of laboratory studies including auto antibodies, acute phase reactants, crystal analysis, antiphospholipid anti-bodies, etc.
5. Demonstrate competence in Interpretation of radiologic studies for diagnosis and treatment of various arthropathies and metabolic diseases, including plain x-rays, computed tomography, magnetic resonance Imaging, radionuclide bone scans and ultrasonography of soft tissues.

Medical Knowledge

1. Demonstrate advanced knowledge of the scientific method of problem solving, and evidence- based decision making
2. Demonstrate knowledge of indications, contraindications, limitations, complications, techniques, and interpretation of results of various diagnostic and therapeutic procedures including the appropriate indications for and use of screening tests/procedures.
3. Demonstrate knowledge of basic laboratory techniques, biochemistry and physiology of the musculoskeletal and immune systems, and the genetics associated with a variety of Rheumatologic disorders.

Interpersonal and Communication Skills

1. Communicate effectively and demonstrate caring and respectful behaviors when interacting with patients and their families
2. Create and sustain a therapeutic and ethically sound relationship with patients and caregivers
3. Effectively counsel and educate patients and their families about relevant rheumatologic disorders
4. Work effectively with other members of the healthcare team as a colleague or leader
5. Maintain comprehensive, timely and legible medical records that effectively communicate medical reasoning and recommendations as a consultant.

Professionalism

1. Demonstrate integrity and ethical behavior including truthful reporting of medical information
2. Respond to duties promptly and be on time for rotations and conferences
3. Interact in a respectful manner with all members of the healthcare team
4. Provide care in a compassionate and respectful manner irrespective of patient and caregiver's gender, age, religion, ethnicity or other demographic factors.

Practice based learning and improvement

1. Analyze practice experience and perform practice-based improvement activities using a systematic methodology
2. Locate, appraise, and assimilate evidence for rheumatologic disorders from scientific studies related to their patients' health problems
3. Obtain and use information about their own population of patients and the larger population from which their patients are drawn
4. Apply knowledge of study designs and statistical methods to the appraisal of clinical studies and other information on diagnostic and therapeutic effectiveness in rheumatologic disorders
5. Use information technology to manage information, access on-line medical resources, and to support their own education
6. Assess their practice through self-evaluation and feedback
7. Facilitate the learning of students and other health care professionals

System based practice

1. Understand how their patient care and other professional practices affect other health care professionals, the health care organization, and the larger society and how these elements of the system affect their own practice
2. Know how types of medical practice and delivery systems differ from one another, including methods of controlling health care costs and allocating resources
3. Practice cost-effective health care and resource allocation that does not compromise quality of patient care
4. Advocate for quality patient care and assist patients in dealing with system complexities
5. Books for Cardiology board preparation.

Suggested Reading List

Rheumatoid Arthritis

1. Goekoop-Ruiterman VP, de Vries-Bouwstra JK, Allaart CF, et al. Clinical and radiographic outcomes of four different treatment strategies in patients with early rheumatoid arthritis (the Best study): a randomized, controlled trial. *Arthritis Rheum.* 2005 Nov;52(11):3381-90. PubMed PMID: 16258899.
 - a. Initial trial demonstrating value of up-front therapy in early RA.
2. Choi HK, Hernan MA, Seeger JD, et al. Methotrexate and mortality in patients with rheumatoid arthritis: a prospective study. *Lancet.* 2002 Apr 6;359(9313):1173-7. PubMed PMID: 11955534.
 - a. Recent CIRT trial showed no benefit to MTX for primary prevention of CVD, but what about in RA?
3. Grigor C, Capell H, Stirling A, McMahon AD, et al. Effect of a treatment strategy of tight control for rheumatoid arthritis (the TICORA study): a single-blind randomised controlled trial. *Lancet.* 2004 Jul 17-23;364(9430):263-9. PubMed PMID: 15262104.
 - a. RA should be treated early and aggressively.
4. van Vollenhoven RF, et al. Tofacitinib or adalimumab versus placebo in rheumatoid arthritis. *N Engl J Med.* 2012 Aug 9;367(6):508-19. PubMed PMID: 22873531.
 - a. JAK inhibitors an oral option for RA, numerically but not significantly better than TNF inhibitors
5. Burmester GR, Lin Y, Patel R, et al. Efficacy and safety of sarilumab monotherapy versus adalimumab monotherapy for the treatment of patients with active rheumatoid arthritis (MONARCH): a randomised, double blind, parallel-group phase III trial. *Ann Rheum Dis.* 2017 May;76(5):840-847. PMID: 27856432
 - a. IL6 inhibition is likely superior to TNF -similar results in ADACTA for tocilizumab
6. Raaschou P, Soderling J, Turesson C, et al. Tumor Necrosis Factor Inhibitors and Cancer Recurrence in Swedish Patients With Rheumatoid Arthritis: A Nationwide Population-Based Cohort Study. *Ann Intern Med.* 2018 Sep 4;169(5):291-299. PMID: 30105374.
 - a. TNF inhibitors are not associated with increased risk for malignancy recurrence
7. Taylor PC, Keystone EC, van der Heijde D, et al. Baricitinib versus Placebo or Adalimumab in Rheumatoid Arthritis. *N Engl J Med.* 2017 Feb 16;376(7):652-662. PMID: 28199814.
 - a. JAK inhibitors with benefit over PLBO - similar results in more recent SELECT-COMPARE study with upadacitinib
8. Moreland LW, O'Dell JR, Paulus HE, et al. A randomized comparative effectiveness study of oral triple therapy versus etanercept plus methotrexate in early aggressive rheumatoid arthritis: the treatment of Early Aggressive Rheumatoid Arthritis Trial. *Arthritis Rheum.* 2012 Sep;64(9):2824-35. PMID: 22508468
 - a. In an age of fancy biologics, triple therapy is still an option.

Gout

9. White WB, et al. Cardiovascular Safety of Febuxostat or Allopurinol in Patients with Gout. *N Engl J Med.* 2018 Mar 29;378(13):1200-1210. PMID: 29527974.
 - a. Febuxostat w/higher rate of cardiovascular events than allopurinol, though no placebo and

unclear whether it is better or worse than nothing

10. Taylor TH, et al. Initiation of allopurinol at first medical contact for acute attacks of gout: a randomized clinical trial. *Am J Med.* 2012 Nov;125(11):1126-1134.e7. PubMed PMID: 23098865.
 - a. Starting allopurinol does not precipitate or prolong acute gout attacks in a cohort with aggressive prophylaxis
11. Vargas-Santos AB, Peloquin CE, Zhang Y, et al. Association of Chronic Kidney Disease With Allopurinol Use in Gout Treatment. *JAMA Intern Med.* 2018 Nov 1;178(11):1526-1533. PMID: 30304329.
 - a. Allopurinol is not associated with renal dysfunction
12. Stamp LK, Taylor WJ, Jones PB. Starting dose is a risk factor for allopurinol hypersensitivity syndrome: a proposed safe starting dose of allopurinol. *Arthritis Rheum.* 2012 Aug;64(8):2529-36. PMID: 22488501.
 - a. Nice case-control study (almost an oxymoron) demonstrating value of starting low in CKD

Vasculitis

13. Stone JH, et al. Rituximab versus cyclophosphamide for ANCA-associated vasculitis. *N Engl J Med.* 2010 Jul 15;363(3):221-32. PMID: 20647199.
 - a. RAVE trial demonstrating non-inferiority of Rituxan vs. Cytoxan in induction for ANCA vasculitis
14. Stone JH, et al. Trial of Tocilizumab in Giant-Cell Arteritis. *N Engl J Med.* 2017 Jul 27;377(4):317-328. doi: 10.1056/NEJMoa1613849. PMID:28745999.
 - a. GIACTA trial demonstrating efficacy of Il6 inhibition in giant cell arteritis
15. Guillevin L, et al. Rituximab versus azathioprine for maintenance in ANCA-associated vasculitis. *N Engl J Med.* 2014 Nov 6;371(19):1771-80. PMID: 25372085.
 - a. MAINRITSAN trail demonstrating superiority of Rituxan over Imuran for maintenance of remission in ANCA vasculitis
16. Wechsler ME, et al. Mepolizumab or Placebo for Eosinophilic Granulomatosis with Polyangiitis. *N Engl J Med.* 2017 May 18;376(20):1921-1932. PMID: 28514601.
 - a. ILS inhibition works for asthmatic symptoms of EGPA
17. Wegener's Granulomatosis Etanercept Trial (WGET) Research Group. Etanercept plus standard therapy for Wegener's granulomatosis. *N Engl J Med.* 2005 Jan 27;352(4):351-61. PMID: 15673801.
 - a. Classic in GCA - indicated that TNF likely not beneficial

Osteoarthritis

18. Krebs EE, et al. Effect of Opioid vs Nonopioid Medications on Pain-Related Function in Patients With Chronic Back Pain or Hip or Knee Osteoarthritis Pain: The SPACE Randomized Clinical Trial. *JAMA.* 2018 Mar 6;319(9):872-882. PMID: 29509867
 - a. SPACE RCT demonstrating no benefit of opioid therapy over non-opioid therapy
19. McAlindon TE, et al. Effect of Intra-articular Triamcinolone vs Saline on Knee Cartilage Volume and Pain in Patients With Knee Osteoarthritis: A Randomized Clinical Trial. *JAMA.* 2017 May 16;317(19):1967-1975. PMID: 28510679.

- a. RCT evaluating intraarticular steroid injections in osteoarthritis of the knee
- 20. Nissen SE, Yeomans ND, Solomon DH, et al. Cardiovascular Safety of Celecoxib, Naproxen, or Ibuprofen for Arthritis. *N Engl J Med*. 2016 Dec 29;375(26):2519-29. PMID: 27959716.
 - a. Celecoxib noninferior from CVD perspective than nonselectives; lower rates of GIB and renal dx
- 21. Martel-Pelletier J, Barr AJ, Cicuttini FM, et al. Osteoarthritis. *Nat Rev Dis Primers*. 2016 Oct 13;2:16072. PMID: 27734845.
 - a. Great review of osteoarthritis- recommend other nature reviews as well Osteoporosis/ Metabolic Bone Disease
- 22. Cummings SR, San Martin J, McClung MR, et al. Denosumab for prevention of fractures in postmenopausal women with osteoporosis. *N Engl J Med*. 2009 Aug 20;361(8):756-65. PMID: 19671655.

Psoriatic Arthritis

- 23. Mease PJ, et al. Etanercept and Methotrexate as Monotherapy or in Combination for Psoriatic Arthritis: Primary Results From a Randomized, Controlled Phase 3 Trial. *Arthritis Rheumatol*. 2019 Feb 12. PubMed PMID: 30747501.
 - a. SEAM study demonstrating etanercept superior to MTX both as combo or monotherapy but that MTX also seems to work reasonably well by itself
- 24. McInnes 18, et al. Secukinumab, a human anti-interleukin-17A monoclonal antibody, in patients with psoriatic arthritis (FUTURE 2): a randomised, double-blind, placebo-controlled, phase 3 trial. *Lancet*. 2015 Sep 19;386(9999):1137-46. PMID: 26135703.
 - a. FUTURE2 demonstrating IL17 efficacy in psoriatic arthritis
- 25. Gladman D, et al. Tofacitinib for Psoriatic Arthritis in Patients with an Inadequate Response to TNFInhibitors. *N Engl J Med*. 2017 Oct 19;377(16):1525-1536. PMID: 29045207.
 - a. JAK inhibitors also an option for psoriatic arthritis
- 26. Coates LC, Moverley AR, McParland L, et al. Effect of tight control of inflammation in early psoriatic arthritis (TICOPA): a UK multicentre, open-label, randomized controlled trial. *Lancet*. 2015 Dec 19;386(10012):2489-98. PMID: 26433318.
 - a. As in RA, tight control improves outcomes in psoriatic arthritis

Pediatric Rheumatology

- 27. Ravelli A, Minoia F, Davi S, et al. 2016 Classification Criteria for Macrophage Activation Syndrome Complicating Systemic Juvenile Idiopathic Arthritis: A European League Against Rheumatism/American College of Rheumatology/Paediatric Rheumatology International Trials Organisation Collaborative Initiative. *Ann Rheum Dis*. 2016 Mar;75(3):481-9. PMID: 26865703.
 - a. Guidelines for MAS in JIA
- 28. Ramanan AV, Dick AD, Jones AP, et al. Adalimumab plus Methotrexate for Uveitis in Juvenile Idiopathic Arthritis. *N Engl J Med*. 2017 Apr 27;376(17):1637-1646. doi: 10.1056/NEJMoa1614160.

PMID: 28445659.

- a. Adalimumab effective in uveitis
29. Beukelman T, Patkar NM, Saag KG, et al. 2011 American College of Rheumatology recommendations for the treatment of juvenile idiopathic arthritis: initiation and safety monitoring of therapeutic agents for the treatment of arthritis and systemic features. *Arthritis Care Res (Hoboken)*. 2011 Apr;63(4):465-82. PMID: 21452260.
 - a. Helpful guidelines for treatment of JIA

Ankylosing Spondylitis

30. Haroon N, et al. The impact of tumor necrosis factor a inhibitors on radiographic progression in ankylosing spondylitis. *Arthritis Rheum*. 2013 Oct;65(10):2645-54. PMID: 23818109
 - a. TNF inhibitors appear to reduce radiographic progression in ankylosing spondylitis
31. Baeten D, Secukinumab, an Interleukin-17A Inhibitor, in Ankylosing Spondylitis. *N Engl J Med*. 2015 Dec 24;373(26):2534-48. PMID: 26699169.
 - a. IL17 demonstrated benefit in ankylosing spondylitis

Scleroderma

32. Steen VD, et al. Case-control study of corticosteroids and other drugs that either precipitate or protect from the development of scleroderma renal crisis. *Arthritis Rheum*. 1998 Sep;41(9):1613-9. PMID: 9751093.
 - a. Case control study suggesting risk of scleroderma renal crisis in patients with scleroderma who receive steroids
33. Sullivan KM, et al. Myeloablative Autologous Stem-Cell Transplantation for Severe Scleroderma. *N Engl J Med*. 2018 Jan 4;378(1):35-47. PMID: 29298160.
 - a. SCOT trial demonstrating benefit of stem cell transplant in scleroderma
34. Tashkin DP, et al. Cyclophosphamide versus placebo in scleroderma lung disease. *N. Engl. J. Med.* (2006) 354(25):2655-2666. PMID: 17302533.
 - a. Modest benefit to skin and pulmonary disease for Cytoxan over placebo
35. Tashkin DP, et al. Mycophenolate mofetil versus oral cyclophosphamide in scleroderma-related interstitial lung disease (SLS II): a randomised controlled, double-blind, parallel group trial. *Lancet Respir Med*. 2016 Sep;4(9):708-719. PMID: 27469583.
 - a. Mycophenolate mofetil non-inferior to Cytoxan for scleroderma pulmonary disease
36. Herrick AL. Management of Raynaud's phenomenon and digital ischemia. *Curr Rheumatol Rep*. 2013 Jan;15(1):303. doi: 10.1007/s11926-012-0303-1. Review. PMID: 23292819.
 - a. Nice review of the management of Raynaud's syndrome. Essential for scleroderma clinic.
37. Kowal-Bielecka O, Fransen J, Avouac J, et al. Update of EULAR recommendations for the treatment of systemic sclerosis. *Ann Rheum Dis*. 2017 Aug;76(8):1327-1339. PMID: 27941129.
 - a. Updated recommendations for management of systemic sclerosis.

Lupus

38. Appel GB, et al. Mycophenolate mofetil versus cyclophosphamide for induction treatment of lupus nephritis. *J Am Soc Nephrol*. 2009 May;20(5):1103-12 PMID: 19369404
 - a. ALMS trial demonstrating noninferiority of mycophenolate mofetil vs. Cytoxan
39. Canadian Hydroxychloroquine Study Group. A randomized study of the effect of withdrawing hydroxychloroquine sulfate in systemic lupus erythematosus. *N Engl J Med*. 1991 Jan 17;324(3):150-4. PMID: 1984192.
 - a. High rate of flares in patients with SLE who discontinue HCQ
40. Navarra SV, Guzman RM, Gallacher AE, et al. Efficacy and safety of belimumab in patients with active systemic lupus erythematosus: a randomized, placebo-controlled, phase 3 trial. *Lancet*. 2011 Feb 26;377(9767):721-31. PMID: 21296403.
 - a. BLISS inhibitor belimumab effective in SLE
41. Abeles AM, et al. The clinical utility of a positive antinuclear antibody test result. *Am J Med*. 2013 Apr;126(4):342-8. PMID: 23395534
 - a. A positive ANA does not mean your patient has lupus, even at high titers and even with symptoms
42. van Vollenhoven RF, et al. Efficacy and safety of ustekinumab, an IL-12 and IL-23 inhibitor, in patients with active systemic lupus erythematosus: results of a multicentre, double-blind, phase 2, randomised, controlled study. *Lancet*. 2018 Oct 13;392(10155):1330-1339.
 - a. Early study demonstrating possible benefit of IL12/23 for SLE, Phase III coming.
43. Andreoli L, et al. EULAR recommendations for women's health and the management of family planning, assisted reproduction, pregnancy and menopause in patients with systemic lupus erythematosus and/or antiphospholipid syndrome. *Ann Rheum Dis*. 2017 Mar;76(3):476-485. PMID: 27457513
 - a. Good review of family planning for SLE
44. Melles RB, Marmor MF. The risk of toxic retinopathy in patients on long-term hydroxychloroquine therapy. *JAMA Ophthalmol*. 2014;132(12):1453-60.
 - a. Observational study that touched off controversy regarding: dosing of hydroxychloroquine
45. Pengo V, Denas G, Zoppellaro G, et al. Rivaroxaban vs warfarin in high-risk patients with antiphospholipid syndrome. *Blood*. 2018 Sep 27;132(13):1365-1371. PMID: 30002145.
 - a. Rivaroxaban associated with markedly higher risk of VTE than coumadin in APLS
46. Arbuckle MR, McClain MT, Rubertone MV, et al. Development of autoantibodies before the clinical onset of systemic lupus erythematosus. *N Engl J Med*. 2003 Oct 16;349(16):1526-33. PMID: 14561795.
 - a. Classic study on military recruits demonstrating autoantibody formation during pre-clinical phase

Myositis

47. Oddis CV, et al. Rituximab in the treatment of refractory adult and juvenile dermatomyositis and adult polymyositis: a randomized, placebo-phase trial. *Arthritis Rheum*. 2013 Feb;65(2):314-24. PMID: 23124935
 - a. Rituximab not superior to placebo over 8-week RCT, but most patients benefit in observational phase of trial

48. Bottai M, et al. International Myositis Classification Criteria Project consortium, the Euromyositisregister and the Juvenile Dermatomyositis Cohort Biomarker Study and Repository (JDRG) (UK and Ireland). EULAR/ACR classification criteria for adult and juvenile idiopathic inflammatory myopathies and their major subgroups: a methodology report. RMD Open. 2017 Nov 14;3(2):e000507. PMID: 29177080.
 - a. New myositis classification criteria

Sjogrens Syndrome

49. Gottenberg JE, et al. Effects of hydroxychloroquine on symptomatic improvement in primary Sjogren syndrome: the JOQUER randomized clinical trial. JAMA. 2014 Jul 16;312(3):249-58. PubMed PMID: 25027140.
 - a. No benefit to HCQ for Sjogrens syndrome in 24 week RCT portion of trial, but some patients improved after unblinding

Miscellany

50. Rodriguez-Pinto I, et al. The effect of triple therapy on the mortality of catastrophic anti-phospholipid syndrome patients. Rheumatology (Oxford). 2018 Apr 11. PMID: 29660074.
 - a. Triple therapy associated with greater survival in catastrophic antiphospholipid syndrome
51. Battafarano DF, et al. 2015 American College of Rheumatology Workforce Study: Supply and Demand Projections of Adult Rheumatology Workforce, 2015-2030. Arthritis Care Res (Hoboken). 2018 Apr;70(4):617- 626. PMID: 29400009.
 - a. Increasing prevalence of rheumatologic disease and decrease in providers may cause shortage
52. Duarte-Garcia A, et al. The Evidence Basis for the American College of Rheumatology Practice Guidelines. JAMA Intern Med. 2018 Jan 1;178(1):146-148. PubMed PMID: 29181496.
 - a. Many ACR guidelines based on low quality evidence, but similar to other specialties
53. Clowse MEB, Scheuerle AE, Chambers C, et al. Pregnancy Outcomes After Exposure to Certolizumab Pegol: Updated Results From a Pharmacovigilance Safety Database. Arthritis Rheumatol. 2018 Sep;70(9):1399-1407. PMID: 29623679.
 - a. Certolizumab safe in pregnancy
54. Sihvonen R, Paavola M, Malmivaara A, et al. Arthroscopic partial meniscectomy versus sham surgery for a degenerative meniscal tear. N Engl J Med. 2013 Dec 26;369(26):2515-24. PMID: 24369076.
 - a. Partial meniscectomy no better than sham surgery for meniscal tears
55. Triplett JD, Buzzard KA, Lubomski M, et al. Immune-mediated conditions affecting the brain, eye and ear (BEE syndromes). J Neurol Neurosurg Psychiatry. 2019 Mar 9. PubMed PMID: 30852493.
 - a. The BEE syndromes! Good review of neuro presentations in our realm
56. Smetana GW, Shmerling RH. Does this patient have temporal arteritis? JAMA. 2002 Jan 2;287(1):92-101. Review. PubMed PMID: 11754714.
 - a. Old school article with a good review of NPV, PPV, and likelihood ratios
57. Rhon DI, Boyles RB, Cleland JA. One-year outcome of subacromial corticosteroid injection compared with manual physical therapy for the management of the unilateral shoulder impingement

syndrome: a pragmatic randomized trial. Ann Intern Med. 2014 Aug 5;161(3):161-9. PMID: 25089860.

a. CSI for shoulder impingement is not beneficial

58. Margaretten ME, Kohlwes J, Moore D, et al. Does this adult patient have septic arthritis? JAMA. 2007 Apr 4;297(13):1478-88. Review. PMID: 17405973.

a. Old school, common problem.

If you would like to download the papers themselves, they are available: <https://tinyurl.com/y4af7472>

SCHEDULE 2

[See next page]

Schedule 2			
Site	Program	Rotation	
A-Z Women's Center	OBGYN	Family Planning/Elective	
Abrams Eye Institute	Internal Medicine: General	Ophthalmology	
Ackerman Autism Center	Pediatrics	Developmental-Behavioral Medicine	
Allergy Partners of Nevada	Psychiatry: Child & Adolescent	Developmental-Behavioral Medicine	
Ann Childress, MD	Internal Medicine: General	Allergy	
Anthem Hills Pediatrics	Pediatrics	Allergy/Immunology	
Birth Control Care Center (BCCC)	OBGYN	Psychiatry (1 day a week when avail)	
Bone and Joint Specialists	Family Medicine: General	Private Practice	
Carrousel Pediatrics	Internal Medicine: General	Family Planning/Elective	
CC Medical Events	Pediatrics	Elective	
CCSD (Clark County School District)	Emergency Medicine: General	Orthopaedics	
Cheryl Brewer, MD	Pediatrics	Palliative Care/Elective	
Child Haven	OBGYN	EMS	
Childhood Diseases dba Children's Specialty Center	Pediatrics	Community	
Children's Advocacy Alliance	Pediatrics	Oncology/Elective	
Children's Bone & Spine Surgery, LLP	Orthopaedic Surgery	Community	
Children's Heart Center	Family Medicine: General	Peds	
	Emergency Medicine: Pediatrics	Pediatric Cardiology	
	Pediatrics	Pediatric Cardiology	
Children's Lung Specialists	Emergency Medicine: Pediatrics	Pediatric Pulmonology	
	Internal Medicine: Pulmonary	CF Clinic all UMC cont. clinics for OUT PT Pulm	
	Pediatrics	Pediatric Pulmonology	
Children's Nephrology	Pediatrics	Nephrology/Elective	
Children's Urology	Pediatrics	Urology/Elective	
City of Las Vegas Fire and Rescue	Emergency Medicine: General	EMS	
Clark County Coroner's Office	Pediatrics	Elective	
Clark County Fire Department	Emergency Medicine: General	EMS	
Cleveland Clinic - Lou Ruvo	Internal Medicine: General	Geriatrics	
	Geriatrics	Geriatrics	
Community Ambulance	Emergency Medicine: General	EMS	
Comprehensive Cancer Centers	Emergency Medicine: Pediatrics	EMS	
Couture Dermatology & Plastic Surgery	Internal Medicine: General	Hem Onc	
Critical Mass Gathering Medicine	Pediatrics	Elective	
Desert Endocrinology	Emergency Medicine: General	EMS	
Desert Ortho Center (Clinic Only)	Internal Medicine: Endocrinology	Endocrinology	
Digestive Associates, LLP	Orthopaedic Surgery	Orthopaedics	
Desert Willow Treatment Center (DWTC)	Internal Medicine: Gastroenterology	Hepatology/Continuity Clinic-All UMC rotations	
ENT Consultants of NV	Psychiatry: Adult	UMC Cas & UMC DW	
	Otolaryngology	Outpatient ENT, laryngology	
Eye Care for Nevada	Family Medicine: General	Ophthalmology (elective option only)	
	Family Medicine: Rural	Ophthalmology	
Family 2 Family Connection	Pediatrics	Community	
Fertility Center of Las Vegas, LLP	OBGYN	Elective	
Hand Surgery Specialists	Orthopaedic Surgery	Hand	
Hemostasis and Thrombosis Center of Nevada (HTCNV)	Pediatrics	Elective	
Henderson Fire Department	Emergency Medicine: General	EMS	
High Risk Pregnancy Center	Emergency Medicine: Pediatrics	EMS	
	Internal Medicine: Endocrinology	Elective	
	OBGYN	Family Planning/Elective	
Horizon View Medical Center	Internal Medicine: Endocrinology	Elective Pediatric Endocrinology	
Huntridge Family Clinic	OBGYN	Elective	
	Pediatrics	OPD (listed as "Multi" on the FTE spreadsheet)	
Huynh-Truong Pham Vu (Anthem Pediatrics)	Family Medicine: General	Senior Pediatrics	
Immunize Nevada	Family Medicine: Rural	Senior Pediatrics	
Institute of Ortho Surgery (Clinic Only)	Pediatrics	Community	
Jeff Moxley, Private Practice	Orthopaedic Surgery	Sports/Shoulder & Elbow	
Juvenile Arthritis & Rheum	Otolaryngology	General/Otology	
Katherine A Keeley, MD	Pediatrics	Rheumatology	
Kidney Specialist of Southern Nevada (KSOSN)	Otolaryngology	General/Otology	
Las Vegas Dermatology	Internal Medicine: General	Nephrology	
	Family Medicine: General	Dermatology/Elective	
	Internal Medicine: General	Dermatology	
Las Vegas Eye Center - Dr. Naomie Warner	Pediatrics	Ophthalmology/Elective	
Lee Canyon Ski Patrol	Emergency Medicine: General	Elective	
Maternal Child Health Coalition	Pediatrics	Community	
MedicWest Ambulance Inc	Emergency Medicine: General	EMS	
Mercy Inc, AMR	Emergency Medicine: Pediatrics	EMS	
	Emergency Medicine: Pediatrics	EMS	
Michael Monroe MD Private Practice	Orthopaedic Surgery	Orthopaedics	
	Family Medicine: General	Palliative Care Elective option	
	Family Medicine: Rural	Palliative Care Elective option	
Nathan Adelson Hospice	Internal Medicine: General	Hospice	
	Surgical Critical Care	Palliative Care Elective option	
	Emergency Medicine: General	Hospital	
	Internal Medicine: Cardiology	Hospital	
Nellis Air Force Base - 99th Medical Group	Internal Medicine: Gastroenterology	Hospital	
	Internal Medicine: Pulmonary	Hospital	
	OBGYN	Hospital	
	Surgery: General	Hospital	
	Surgery: Plastic	Hospital	
Neurology Center of Nevada	Pediatrics	Neurology	
Nevada Childhood Lead Poisoning Prevention Program	Pediatrics	Community	
Nevada Heart and Vascular Center (RESH) LLP	Internal Medicine: Cardiology	All UMC rotations for 3rd year Cardio-Cont Clinic Site	
Nevada Kidney Disease and Hypertension Ctr (NKDHC)	Internal Medicine: General	Nephrology	
Nevada Obstetrical Charity Clinics, Inc (NOCC)	Family Medicine: General	Gynecological rotation (0.5 of a week for 4 weeks)	
Nevada PEP	Pediatrics	Community	
New Hope Foundation International	Pediatrics	Community	
North Las Vegas Fire Department (NLVFD)	Emergency Medicine: General	EMS	
NV Early Intervention Services	Pediatrics	Community	
NV Fertility Institute	OBGYN	Elective	
Orthopaedic Specialists of Nevada	Orthopaedic Surgery	Foot & Ankle	
Pediatric Gastroenterology & Nutrition Associates, Chtd.	Pediatrics	Gastro/Elective	
Pediatric Urology of LV	Pediatrics	Urology/Elective	
Prevent Child Abuse Nevada	Pediatrics	Community	
R.E.A.C.H. Clinic	OBGYN	Community	
Red Rock Medical Group	Internal Medicine: General	Sleep Medicine	
Robert Futoran, MD	OBGYN	ONC/Elective	
Robert M Lowe MD, PhD, LLC dba Kids Arthritis Care	Internal Medicine: General	Rheumatology/Elective	
Select Physical Therapy	Family Medicine: General	Physical Therapy/Elective	
Shannon West Homeless Youth Center	Pediatrics	Community	
Siena Pediatrics	Pediatrics	Private Practice	
Southern Nevada Children's Assessment Center	Pediatrics	Community	
Southern Nevada Early Childhood Advisory Council	Pediatrics	Community	
	Emergency Medicine: General	EMS	
	Internal Medicine: General	Public Health	
SNHD (Southern Nevada Health District)	Internal Medicine: Pulmonary	TB Clinic all UMC cont clinics for OUT PT PULM	
	Pediatrics	Public Health	
Southern Nevada Allergy Asthma and Immunology	Internal Medicine: General	Allergy/Immunology	
Southern Nevada Human Trafficking TaskForce	Pediatrics	Community	
St. Rose Pediatrics	Pediatrics	Private Practice	
Steinberg Diagnostic Medical Imaging	Family Medicine: General	Elective	
The Center	Internal Medicine: General	LGBTQ Health	
The Fertility Center of Las Vegas	Internal Medicine: Endocrinology	Endocrinology	
Thomas Dermatology	Internal Medicine: General	Dermatology	
Three Square Food Bank	Pediatrics	Community	
Total Sports Medicine & Orthopedics	Family Medicine: General	Elective	
UNLV School of Dental Medicine - Pediatric Dentistry Clinic	Pediatrics	Community	
Vegas Plastic Surgery Institute	Surgery: Plastic	Gender/Complex Recon	
Ventanas de Salud/Research EducationAccess to Community Health (REACH)	Pediatrics	Community	
	Family Medicine: General	VMSN Rotation	
Volunteers in Medicine in SN (VMSN)	Internal Medicine: General	VMSN Rotation	
	Pediatrics	Community	
WellHealth (Healthcare Partners)	OBGYN	Elective	
WestCare Nevada, Inc.	Internal Medicine: General	Addiction Medicine	
Women's Health Associates of Southern Nevada (WHASN)	OBGYN	Elective	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Fifth Amendment to Interlocal Medical Office Lease with University of Nevada, Las Vegas	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fifth Amendment to Interlocal Medical Office Lease with the Board of Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas, Kirk Kerkorian School of Medicine for rentable space at the Lied Building located at 1524 Pinto Lane; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999900	Funded Pgm/Grant: N/A
Description: Lied Building Lease	
Bid/RFP/CBE: N/A	
Term: Amendment 5 – extend for nine months from 10/31/2024 – 7/31/2025	
Amount: Amendment 5 – \$28,270.58 monthly base rent	
Out Clause: Subject to Sections 24 (Default) and 25 (Fiscal Fund-Out) clauses	

BACKGROUND:

On September 5, 2017, the Board of Hospital Trustees approved the Interlocal Medical Office Lease between University Medical Center of Southern Nevada (UMC) and the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas, School of Medicine (School) for Lied Building medical office space located at 1524 Pinto Lane (2nd and 3rd Floors) (“Existing Premises”). The term of the lease is from November 1, 2017 to October 31, 2022, with the option to extend for two 1-year periods. The First Amendment, effective June 5, 2018, added an additional 6,101 square feet of rentable medical office space. The Second Amendment, effective July 19, 2019, added an additional 2,475 square feet of rentable space on the first floor of the Lied Building, and increased the monthly base rent by approximately 3% annually. The Third Amendment, effective April 20, 2022, executed the first of two 1-year option periods extending the term of the lease from November 1, 2022 to October 2023.

This Fifth Amendment requests to extend the term of the lease from October 31, 2024 to July 31, 2025, for a portion of the premises consisting of twelve thousand four hundred fifty-four (12,454) square feet on the third floor.

Cleared for Agenda
July 31, 2024

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UMC's Executive Director, Support Services has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that School is not required to obtain a Clark County business license nor a vendor registration since School is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their July 24, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

**FIFTH AMENDMENT TO INTERLOCAL
MEDICAL OFFICE LEASE**

THIS FIFTH AMENDMENT TO INTERLOCAL MEDICAL OFFICE LEASE (“**Fifth Amendment**”), is made by and between the BOARD OF HOSPITAL TRUSTEES (“**Trustees**”) on behalf of UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (“**UMCSN**” or “**LESSOR**”) and the BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION (“**Board**” or “**NSHE**”), on behalf of the UNIVERSITY OF NEVADA, LAS VEGAS, KIRK KERKORIAN SCHOOL OF MEDICINE (“**UNLV**” or “**LESSEE**”). This Fifth Amendment is effective as of the last date any authorized signatory affixes his/her signature below (“**Effective Date**”).

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into that certain Interlocal Medical Office Lease dated April 4, 2018, as amended by the First Amendment to Interlocal Medical Office Lease dated June 5, 2018, Second Amendment to Interlocal Medical Office Lease dated July 19, 2019, Third Amendment to Interlocal Medical Office Lease dated April 20, 2022, and Fourth Amendment to Interlocal Medical Office Lease dated November 8, 2023, pursuant to which Lessee is leasing 21,404 square feet of space from Lessor (collectively, the “**Lease**”).

WHEREAS, the Lease is set to expire on October 31, 2024;

WHEREAS, Lessor and Lessee mutually desire to reduce the total space to be occupied by Lessee under the Lease, and extend the term of the Lease for an additional nine (9) month period beyond the expiration date; and

WHEREAS, Lessee is not in default under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, as well as other good and valuable consideration, the receipt of which are hereby acknowledged, Lessee and Lessor agree that the Lease is amended as follows:

1. Commencing November 1, 2024, Lessee will lease from Lessor a portion of the Premises consisting of twelve thousand four hundred fifty-four (12,454) square feet on the third floor, as depicted in **Exhibit A**, attached hereto and made a part hereof. As of November 1, 2024, all references in the Lease to Premises shall reflect this modified space description.
2. Term. The term of the Lease for the Premises shall be extended for an additional nine (9) month period through July 31, 2025.
3. Except as expressly amended by this Fifth Amendment, the Lease shall remain in full force and effect. To the extent of a conflict between the terms of this Fifth Amendment and the terms of the Lease, the terms of this Fifth Amendment shall prevail. Capitalized terms not defined herein have the meanings given to such terms in the Lease.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date set forth below.

LESSOR:

University Medical Center of
Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

Date

LESSEE:

Board of Regents of the Nevada System
of Higher Education on behalf of the
University of Nevada, Las Vegas, Kirk Kerkorian
School of Medicine

RECOMMENDED BY:

By: _____
Marc J. Kahn, Dean
University of Nevada, Las Vegas
School of Medicine

Date

RECOMMENDED BY:

By: _____
Christopher L. Heavey
Executive Vice President and Provost

Date

APPROVED BY:

By: _____
Keith E. Whitfield
President

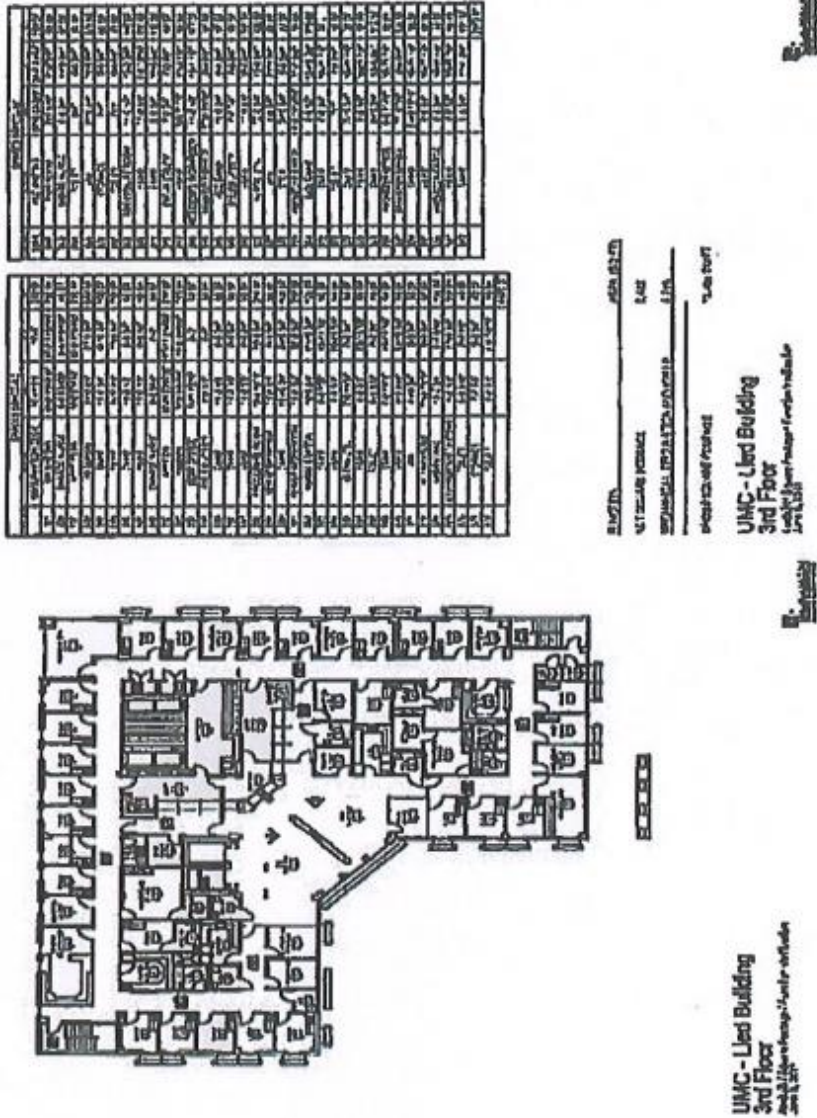
Date

APPROVED AS TO LEGAL FORM:

By: _____
Elda L. Sidhu
Vice President and General Counsel
University of Nevada, Las Vegas

EXHIBIT A
DESCRIPTION OF THE 3RD FLOOR PREMISES

EXHIBIT A
THIRD FLOOR



**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the July 24, 2024 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
July 31, 2024

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: CEO Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason Van Houweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
July 31, 2024

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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue: Emerging Issues	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
July 31, 2024

Agenda Item #

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