
# Governing Board

Wednesday, May 31, 2023 2:00PM

Delta Point Building - Emerald Room - 1st Floor

# AGENDA

**University Medical Center of Southern Nevada**
GOVERNING BOARD
May 31, 2023, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, May 31, 2023, 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 April 26, 2023. *(Available at University Medical Center, Administrative Office) (For possible action)*

3. Approval of Agenda. *(For possible action)*

**SECTION 2: CONSENT ITEMS**

4. Approve the May 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 23, 2023; and take action as deemed appropriate. *(For possible action)*

5. Approve the revisions to the Structured Return to Work Program Policies and Procedures; and take action as deemed appropriate. *(For possible action)*

6. Approve the new Anesthesia Physician and Non-Physician Provider Compensation Plan; and take action as deemed appropriate. *(For possible action)*

7. Approve the amended Productivity wRVU Physician and Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate. *(For possible action)*

8. Approve the amended Primary and Urgent Care Physician and Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate. *(For possible action)*

9. Ratify the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

10. Approve and authorize the Chief Executive Officer to sign the Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

11. Approve and authorize the Chief Executive Officer to sign the Amendment Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; or take action as deemed appropriate. *(For possible action)*

12. Approve and authorize the Chief Executive Officer to sign the Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

13. Approve and authorize the Chief Executive Officer to sign the Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*

14. Approve and authorize the Chief Executive Officer to sign the Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. *(For possible action)*

15. Award RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; authorize the Chief Executive Officer to sign the Professional Services Agreement for Group Physician On-Call Coverage, and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

16. Approve the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Atomic Cocktail, LLC; and authorize the Chief Execuitve

Officer to execute necessary documents to complete the transaction; or take action as deemed appropriate. *(For possible action)*

17. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)*

18. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; or take action as deemed appropriate. *(For possible action)*

**SECTION 3: BUSINESS ITEMS**

19. Receive an update on the UMC Experience Team's initiatives for employees at UMC; and direct staff accordingly. (For possible action)

20. Review and discuss the Governing Board 2023 Action Plan, to include an informational presentation by HealtHIE Nevada on the State of Nevada Health Information Exchange; and direct staff accordingly. (For possible action)

21. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

22. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

23. Receive the monthly financial report for April FY23; and take any action deemed appropriate. (For possible action)

24. Receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. (For possible action)

25. Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

26. Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

**SECTION 4: EMERGING ISSUES**

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

**SECTION 5: CLOSED SESSION**

28. Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

## 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***
***April 26, 2023***

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Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, April 26, 2023
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 2:12 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
Robyn Caspersen
Mary Lynn Palenik
Chris Haase
Jeff Ellis (via WebEx)
Laura Lopez-Hobbs (via WebEx)
Harry Hagerty (via WebEx)

Ex-Officio Members:

Present:
Dr. Meena Vohra, Chief of Staff

Absent:
Renee Franklin (Excused)
Steve Weitman (Excused)
Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Others Present:
Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Shadaba Asad, MD, Medical Director, Infectious Diseases
Patrick Burrus, Grand Canyon Project Manager
Shana Tello, Academic and External Affairs Admin
Susan Pitz, 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 March 29, 2023. *(Available at University Medical Center, Administrative Office) (For possible action)***

FINAL ACTION:

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

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

***Item 17 was held for discussion***

***Due to time constraints, the order for Items 21 and 22 were switched.***

***Item 30 was tabled to be heard at the next meeting.***

FINAL ACTION:

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

**SECTION 2: CONSENT ITEMS**

**At this time, the Board discussed Agenda Item 17.**

**ITEM NO. 17 Approve and authorize the Chief Executive Officer to sign the Agreement 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 and UNLV Medicine d/b/a UNLV Health for EMR system access; authorize the Chief Executive Officer to execute any extension options and amendments; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- EMR System Access Agreement

Chairman O'Reilly commented that UNLV has not agreed to the proposed terms of this agreement and suggests that UMC consider the agreement terms as indicated in the agenda item, which includes a 30-day out clause. He suggested a motion be made to approve the agreement as proposed as an offer to UNLV to accept or reject the agreement as written, with the understanding that the 30-day termination clause by UMC is exclusive and discretionary.

FINAL ACTION:

A motion was made by Member Haase that Agenda Item 17 be approved with the above conditions. Motion carried by unanimous vote.

*At this time the remaining Consent items were reviewed for approval.*

**ITEM NO. 4 Approve the April 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on April 25, 2023; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Credentialing Activities

**ITEM NO. 5 Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on February 1, 2023 and March 1, 2023; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Policies and Procedures – February 2023
- Policies and Procedures – March 2023

**ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Amendment One to Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Hospital Service Agreement – Amendment 1
- Disclosure of Ownership

**ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Amendment Five to Primary Care Physician Participation Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Primary Care Physician Agreement – Amendment 5
- Disclosure of Ownership

**ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Purchaser Participation Letter and Amendment No. 1 with Cardinal Health 414, LLC for**

**radiopharmaceutical products; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Purchaser Participation Letter - Amendment 1
- **Exhibit E**
- **Sourcing Letter**
- Disclosure of Ownership

**ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Purchase Agreement with CDW Government LLC for Mimecast software solutions; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Quote – Redacted
- Sourcing Letter
- Disclosure of Ownership

**ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Third Amendment to Agreement with Medline Industries, Inc. for Warehouse and OR Central Stores Consulting, Design and Reorganization Project; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Warehouse Agreement – Amendment 3
- Disclosure of Ownership

**ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement 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 and UNLV Medicine for Pediatric Gastroenterology On-Call Services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Professional Services Agreement

**ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Fourth Amendment to Agreement with Shannon Kane-Saenz for Data Engineering Consultation; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Data Engineering Consultant Agreement
- Disclosure of Ownership

**ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Amendment One to RFP No. 2020-18 Service Agreement with RSource, LLC d/b/a Knowtion Health for Clinical Denial Services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- Service Agreement – Amendment 1

**ITEM NO. 14 Ratify the Purchase Agreement with Mindray DS USA, Inc. for ultrasound systems; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- Agreement
- Sourcing Letter
- Disclosure of Ownership

**ITEM NO. 15 Approve and authorize the Chief Executive Officer to sign the Amendment to Master Agreement with Kinect Energy, Inc. for Energy Management Services; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- Master Agreement – Amendment 3
- Disclosure of Ownership

**ITEM NO. 16 Approve and authorize the Chief Executive Officer to sign the Agreements with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; authorize the Chief Executive Officer to execute any future change orders within the not-to-exceed amount of these Agreements; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- Quote - Redacted
- Turnkey Project – Redacted
- Sourcing Letter

**ITEM NO. 18 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, funding for the renewal term of the Hosting Services and License and Support Agreements with Epic Syste**ms Corporation; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:
- Hosting Service Agreement
- Disclosure of Ownership

**ITEM NO. 19 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Managed Service Provider Agreement with AMN Healthcare, Inc. for temporary and permanent labor staffing services; authorize the Chief Executive Officer to exercise any extension options and execute any applicable candidate request forms and amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:
- Managed Service Provider Agreement

**ITEM NO. 20 Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-22-808884-C, entitled *Shantay Sarah Coleman and Michael Perida v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Coleman Release and Indemnity Agreement

FINAL ACTION:

A motion was made by Member Hobbs that Consent Items 4-20 be approved as presented. Motion carried by unanimous vote. Item 17 was excluded from this motion.

**SECTION 3: BUSINESS ITEMS**

**ITEM NO. 22 Receive an educational update from Dr. Shadaba Asad, Medical Director – Infectious Disease, on the status of Candida Auris; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Dr. Asad provided an educational update on the status of Candida auris.

Candida auris is getting a lot of traction in the media, but it is just one organism in a long line of other multi-drug resistant infections. The healthcare system needs to have an active infection control department, a good infectious disease program, a strong antimicrobial program, and an administration understands the threat and that will support the system.

Although Nevada had the highest number of clinical cases during 2022, there have only been 408 cases reported in Nevada between the years of 2013 and 2022.

Dr. Asad described the challenges associated identifying and treating Canida auris, as well as the treatment measures and technology that UMC has in place. Serious infections are more common in patients who are frequently hospitalized and are dependent on different devices, such as ventilators, trach tubes, and other indwelling devices. The difference between clinical infection and a colonization was explained.

To prevent the spread of Candida auris, UMC's action plan is to rapidly identify, correctly treat and develop a strong infection control program. UMC performs identification of Candida on all positive cultures, ensures communication between facilities and conducts screening on units within 72 hours where new cases are identified. The discussion continued on the screening process for C-auris.

Chair O'Reilly asked if it is possible to do swab testing at the hospital. This is something that administration will consider.

There was continued discussion regarding the effect of C-auris on healthcare workers and COVID attributable deaths.

FINAL ACTION:

None

**ITEM NO. 21 Receive an update from Grand Canyon regarding the ReVITALize Façade Project at UMC; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Patrick Burrus, Project Manager with Grand Canyon, provided a brief update on the Façade project. Artist renderings were shown.

The improvements will include new lighting, 2 healing gardens, new signage and pedestrian walkways and landscaping.

There are 3 phases to the project. Currently, in Phase One, is the trauma building with visitor and employee parking, 7 story tower and the trauma healing garden. Phase 2 will begin in 2024 with work expanding to the southeast and northeast sides of the building, ER building, the 2040 building and the east, the southeast parking lot and the doctors parking lot. In year 3, will begin work on a new driveway off of Shadow Lane.

Groundbreaking and construction work began April 4th. Mr. Burrus continued his presentation with the construction timeline. The city is starting with work on Charleston to interface with the design.

Mr. Van Houweling thanked Patrick, Shana Tello and the Experience team for their assistance with the parking situation.

FINAL ACTION:

None

**ITEM NO. 23 Discuss the Governing Board 2023 Action Plan, and receive an informational update on legislation impacting UMC and the healthcare industry from Shana Tello, Academic and External Affairs Administrator; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- PowerPoint Presentation

DISCUSSION:

Shana Tello provided an update on the 82nd Legislative session. There are 41 days left and the session ends on June 5th at midnight. A timeline of activity was provided.

There are approximately 185 bills that are being reviewed; several bills that are being looked at closely. Thank you to Dee Towner and the legal department, finance and other departments for their assistance in getting the bills reviewed and feedback provided to the County. We work closely with the NHA. UMC has provided testimony on 4 bills.

She next provided an update on legislative priorities for 2023 and a list Federal and State bills that are being addressed, as well as bills that are being closely monitored by UMC:

SB192 - Modernization of NRS 450 – This will recognize the Governing Board rather than an advisory board. This has passed the Senate committee and has been presented to the Senate floor for vote.

SB289 – Healthcare Worker violence – This will expand the scope of the defined healthcare worker and location. This has passed the Senate committee and is moving to the Assembly.

A high-level overview was provided on Reimbursement/Costs bills, Provider and workforce bills, Provisions related to Healthcare Delivery, Mental and Behavioral Health and Medication and Pharmacy bills. A discussion ensued regarding SB239 – End of Life medication, which is without FDA approval and the use of experimental drugs in healthcare facilities.

Chairman O'Reilly also asked if SB419 is also being followed. Ms. Tello said yes.

FINAL ACTION:
None

**ITEM NO. 24 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Member Ellis provided a report on the HR Committee the meeting was on March 13th. The meeting was called to order at 2:00 pm. The minutes were approved and the agenda was approved.

The Committee received an update on HR staffing and staffing improvements and department projects. Next was a review of the HR turnover and new hires. There has been a total of 110 new hires.

Next was a review of the operational goals for the fiscal year and we are on track of meeting all goals.

There was one emerging issue regarding specialty physician contracts. There was no public comment and the meeting was adjourned.

FINAL ACTION:

**ITEM NO. 25 Receive a report from the Governing Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Member Mackay provided a report on the meeting held on Monday, April 3, 2023 at 3:04 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The Committee received an update from Kathy Johnson, Director of Infection Prevention, on the Annual Infection Prevention Program Evaluation and Plan. The plan provides the framework to reduce acquiring and transmitting infections.

An update was provided by Patty Scott on Quality, Safety, Infection and Regulatory issues. The 2022 QAPI Program Evaluation and 2023 Plan were reviewed. This plan provides the framework to establish and sustain a culture of quality, safety and accountability. The Committee next reviewed the performance goals for Clinical Quality.

UMC Policies and Procedures Committee activities were reviewed and approved.

There were no emerging issues identified and no public comments. The meeting adjourned at 4:03 p.m.

FINAL ACTION:
None

**ITEM NO. 26 Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Member Hagerty provided reports on the Strategic Planning meetings of February 2nd and April 5th. There was a quorum in attendance for both meetings. There was no public comment. The minutes and the agenda were approved for both meetings.

At the February meeting, the Committee received an update on inpatient market share, which has shown improvement. Financial performance of the focused service lines of FY23 were discussed. Initiatives to improve volumes and profitability in FY24 were next discussed. Budget objectives for FY23 were reviewed. UMC continues to play a role in the medical district. The 5-year capital plan is in development and UMC continues to work with UNLV on the creation of an Academic Health Center. Lastly, an update was received on the façade and medical district.

At the April meeting, the Committee reviewed the service line performance and the growth and expansion for all of the hospitals, as well as the competitive landscape related to the healthcare industry. Lastly, there was a discussion of the FY2024 initiatives relating to the budget for 2024.

There were no emerging issues identified and no public comments and the meetings were adjourned.

FINAL ACTION:
None

**ITEM NO. 27 Receive 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, April 19, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment. The minutes were approved with amendments and the agenda was approved; both approved unanimously.

Financial results from March FY23 and year to date financials, which included trended stats and data were reviewed. An update of the FY23 organizational goals was received. The Committee received and discussed the proposed final budget for FY24. After discussion, the Committee took action to recommend approval of the proposed final budget.
The business items were reviewed and approved by the Committee during the meeting. All of the contracts that were approved or ratified during the meeting are a part of today's consent agenda.

There were no emerging issues, no public comment and the meeting adjourned at 3:46 PM

FINAL ACTION:
None

**ITEM NO. 28 Receive the monthly financial report for March FY23; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- March FY23 Financial Report

DISCUSSION:

Ms. Wakem stated that March was a good month. Key indicators showed admissions were below budget approximately 8%.
AADC continues to be high; above budget 16%. LOS is a challenge at 7.11 days, 34% higher than budget, but below prior year.
Hospital acuity was 1.90 and Medicare was 2.5% above budget.
Inpatient surgeries were 836 for the month and there were 471 outpatient surgical cases.
There were 16 kidney transplants, no pancreas cases. ER visits were on budget and 21% of patients in the ED are being admitted.
Quick cares were 2% shy of budget and primary cares were 16% above budget.
Outpatient Ortho clinic were 1,172 visits.

The income statement for March showed operating revenue was strong, $12.5 million above budget. Income from ops was positive $6.7million on a budget of $3.9 million. Year to date March showed revenue above budget $35.8 million. Operating expenses were up. Income from ops was $26.6 on a budget of $29.5 million. She is optimistic that we will meet budget this year.

Salaries, wages and benefits for the month was high. She noted that a substantial amount of the overage is due to anesthesia. Contract labor continues to decline. All other expenses were over $1.5 million.

FINAL ACTION:
None

**ITEM NO. 29 Approve the Proposed Final FY 2024 Operating Budget to be submitted to Clark County for consideration; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- Final Proposed Budget

DISCUSSION:

Ms. Wakem reviewed the budget for FY2024. Ms. Wakem reviewed the budget assumptions in volume, payor mix, federal supplemental payments and expenses that were built into the budget.

Volume increases were built in. The Fab 5 service lines were reviewed for the budget. The strategic service lines, which include Ambulatory, Cardiac Services, Orthopedics, All Other Surgeries and Women's and Children's were built in separately. We started with run rate and then incorporated the major initiatives for each service line. A significant change for FY24 is with the federal supplemental payments.

Expenses were reduced. Other Major assumptions include in contract labor, reduced by 32.6% and overtime was brought down 3.2%. The employment model for Ortho and anesthesia was incorporated and HPG inflationary factors were built in plus volume adjustments. CPI from existing contracts was also consideered.

Ms. Wakem next reviewed the changes in the key statistics. Key indicators showed admissions up 6.73%, AADC 3.13% and CMI stats remain unchanged. LOS was pulled down slightly to 6.79 days. Inpatient surgeries going up 12% and outpatient surgeries up 11.5%. ER visits pushed up 3% and quick care and primary care locations were increased.

The income statement showed adjusted net revenue going up $86.3 million. Supplemental payments increased $31 million. Overall revenue is increasing significantly. Total income from ops; plus depreciation and amortization was $61.8 million.

Lastly, Ms. Wakem reviewed significant changes in the county contributions to UMC. A lengthy discussion ensued regarding this subject matter.

FINAL ACTION:

A motion was made by Member Mackay to approve and recommend the Final Operating Budget for FY23 be submitted to Clark County as presented. Motion carried by unanimous vote.

**ITEM NO. 30 Receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate.** ***(For possible action)***

DOCUMENT(S) SUBMITTED**:**
None

DISCUSSION:

This item was tabled for the next meeting.

FINAL ACTION:
None

**ITEM NO. 31 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:

This item was tabled for the next meeting, as the Dean was not present.

FINAL ACTION:
None

**ITEM NO. 32 Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED**:**
- None

DISCUSSION:

Mason Van Houweling, CEO provided the CEO updates. He began the discussion stating how busy the hospital has been and thanked the UMC staff for all of their hard work managing hospital operations. He commented on the decision to employ Anesthesiologists. There has been record OR volume and growth with the cardiology program.

- Revitalize construction is underway
    - Patient care noise and parking – starts Monday.
- 3rd Cardiac Cath Lab Specials Lab approved
- First Watchman procedures have been performed in the Cath Lab
- Epic Bones for UMC Ortho & Spine Institute is now live
- Legislative update – AB 411 has passed the assembly. Nursing compact bill failed.
- Trauma Survivors Celebration – May 19th at Caesars
- Cardiovascular Symposium – June 3rd at Red Rock – honoring Dr. Marlon

Next Mr. Van Houweling reviewed the community events and ReVitalize media coverage. The foundation newsletter was reviewed. Lastly, a video of the Happy Days Car show was shown. There were approximately 200 cars showcased at the event. Everything raised will support the UMC Children's Hospital.

## SECTION 4: EMERGING ISSUES

**ITEM NO. 33 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. No such comments were heard.

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

There being no further business to come before the Board at this time, at the hour of 4:07 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

**SECTION 5: CLOSED SESSION**

**ITEM NO. 35 Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.**

The meeting was reconvened in closed session at 4:15 PM.

At the hour of 5:08 PM, the closed session on the above topics ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 5:08 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

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

**Petitioner:** Mason VanHouweling

**Recommendation:**

**That the Governing Board approve the May 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 23, 2023; and 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 May 18, 2023 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the May 23, 2023 meeting.

Cleared for Agenda
May 31, 2023

Agenda Item #

# 4

# MAY 2023 CREDENTIALING ACTIVITIES

## I. NEW BUSINESS

**A.** Maheshwari, Praveen, MD

**B.** Vitale, Salvatore, MD

## II. CREDENTIALING

### A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Abbey | Nyla | PAC | 05/18/2023-09/30/2024 | Radiology | Desert Radiology | Category 1 |
| 2 | Baum | Beau | MD | 05/18/2023-02/28/2025 | Emergency Medicine | Mike O'Callaghan Federal Hospital | Category 1 |
| 3 | Bodden | Yannie | APRN | 05/18/2023-10/31/2024 | Ambulatory Care | UMC-Enterprise Quick Care | Category 1 |
| 4 | Fields | Joshua | MD | 05/18/2023-09/30/2024 | Internal Medicine | Mike O'Callaghan Federal Hospital | Category 1 |
| 5 | Jacobs | Matthew | DO | 05/18/2023-08/31/2024 | Anesthesiology | Mike O'Callaghan Federal Hospital | Category 1 |
| 6 | Maheshwari | Praveen | MD | 05/18/2023-07/31/2024 | Anesthesiology | Medicus HealthCare Solutions | Category 1 |
| 7 | Maniago | Rowena | APRN | 05/18/2023-11/30/2024 | Medicine/Nephrology | NKDHC PLLC | Category 1 |
| 8 | McDaniel | Huey | MD | 05/18/2023-01/31/2025 | Vascular Surgery | Vegas Vascular Specialists | Category 1 |
| 9 | Pineda | Myacinth | APRN | 05/18/2023-08/31/2024 | Medicine/Nephrology | Kidney Specialists of Southern Nevada | Category 1 |
| 10 | Plisko | Andrew | MD | 05/18/2023-10/31/2024 | Anesthesiology | UMC Anesthesia | Category 1 |
| 11 | Ramirez | Richmond | MD | 05/18/2023-05/31/2024 | Ambulatory Care | UMC-Nellis Primary Care | Category 1 |
| 12 | Ratkiewicz | Donnene | APRN | 05/18/2023-01/31/2025 | Medicine/Nephrology | Kidney Specialists of Southern Nevada | Category 1 |
| 13 | Sarmiento | Armando | APRN | 05/18/2023-09/30/2024 | Medicine/Hematology/Oncology | Southwest Medical Associates | Category 1 |
| 14 | Smith | Carli | PAC | 05/18/2023-07/31/2024 | Radiology | Desert Radiology | Category 1 |
| 15 | Starr | Meredith | DO | 5/18/2023-04/30/2025 | Family Medicine | Mike O'Callaghan Federal Hospital | Category 1 |
| 16 | Tomic | Dragana | APRN | 05/18/2023-12/31/2024 | Surgery/CVT | University Medical Center of Southern Nevada | Category 1 |
| 17 | Villalobos | Danny | PAC | 05/18/2023-09/30/2024 | Emergency Medicine | Sound-Emergency Medicine | Category 1 |
| 18 | Vitale | Salvatore | MD | 05/18/2023-09/16/2024 | Anesthesiology | Medicus HealthCare Solutions | Category 1 |
| 19 | Wyatt | Elihu | APRN | 05/18/2023-01/31/2024 | Medicine/Nephrology | Kidney Specialists of Southern Nevada | Category 1 |

**B. REAPPOINTMENTS TO STAFF**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | Almeyda-Perez | Julian | MD | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Active Membership and Privileges | Sound Physicians |
| 2 | Alnajjar | Eva | MD | 07/01/2023-06/30/2025 | Obstetrics and Gynecology | Affiliate Membership and Privileges | Women's Health Associates of Southern NV |
| 3 | Angotti | Lisa | MD | 07/01/2023-06/30/2025 | Surgery/General Surgery/Trauma Surgery/Trauma-Critical Care | Affiliate Membership and Privileges | UNLV Surgery |
| 4 | Armuth | Spencer | DMD | 07/01/2023-06/30/2025 | Surgery/Oral/Maxillofacial Surgery | Affiliate Membership and Privileges | Nevada OMS |
| 5 | Asad | Shadaba | M.D. | 07/01/2023-06/30/2025 | Medicine/Infectious Disease | Active Membership and Privileges | UMC Epidemiology |
| 6 | Baizas | Carla | CRNA | 07/01/2023-06/30/2025 | Anesthesiology | APP Dependent Privileges | UMC Anesthesia |
| 7 | Bigcas | Jo-Lawrence | M.D. | 07/01/2023-06/30/2025 | Surgery/Otolaryngology | Active Membership and Privileges | UNLV Surgery |
| 8 | Borgia | Anthony | DPM | 07/01/2023-06/30/2025 | Orthopedic Surgery/Podiatry | Affiliate Membership and Privileges | Las Vegas Vascular and Interventional |
| 9 | Bronstein | Andrew | MD | 07/01/2023-06/30/2025 | Orthopedic Surgery/Hand Surgery/Orthopedic Hand Surgery | Active Membership and Privileges | Bronstein Hand Center |
| 10 | Carley | AnnaMarie | MD | 07/01/2023-06/30/2024 | Pathology | Affiliate Membership and Privileges | Laboratory Medicine Consultants |
| 11 | Chang | Shirong | M.D. | 07/01/2023-06/30/2025 | Surgery/Pediatric Surgery/Trauma-Pediatrics/Surgery/General Surgery | Active Membership and Privileges | UNLV Pediatric Surgery |
| 12 | Chu | Jay | M.D. | 07/01/2023-06/30/2025 | Medicine/Nephrology | Active Membership and Privileges | Kidney Specialists of Southern NV |
| 13 | Demeter | Eva | PAC | 07/01/2023-06/30/2025 | Ambulatory Care | APP Dependent Privileges | UMC-Blue Diamond Quick Care |
| 14 | Duong | Annie | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Medicus healthcare Solutions |
| 15 | Ellerton | John | MD | 07/01/2023-06/30/2025 | Medicine/Hematology/Oncology | Affiliate Membership and Privileges | OptumCare Cancer Care |
| 16 | Fisher | Robert | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Medicus healthcare Solutions |
| 17 | Fontenelle-Gilmer | Michelle | MD | 07/01/2023-06/30/2025 | Pediatrics/Medicine | Affiliate Membership and Privileges | UNLV Pediatrics |
| 18 | Ganesan | George | MD | 07/01/2023-06/30/2025 | Surgery/Urology | Affiliate Membership and Privileges | Children's Urology Associates |
| 19 | Garber | Jason | MD | 07/01/2023-06/30/2025 | Neurosurgery | Affiliate Membership and Privileges | Las Vegas Neurosurgical Institute |
| 20 | Garcia | Anna Martina | PAC | 07/01/2023-06/30/2025 | Surgery/Urology | APP Dependent Privileges | Las Vegas Urology |
| 21 | Gish | Steven | PAC | 07/01/2023-06/30/2024 | Ambulatory Care | APP Dependent Privileges | UMC-Peccole Quick Care |
| 22 | Haley | Rebekah | APRN | 07/01/2023-06/30/2025 | Ambulatory Care | APP Independent Membership and Privileges | Optum Home Assessments |
| 23 | Henry | David | PAC | 07/01/2023-06/30/2025 | Ambulatory Care | APP Dependent Privileges | UMC-Nellis Quick Care |

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|---|---|---|---|---|---|---|---|
| 24 | Hiles | Paul | M.D. | 07/01/2023-06/30/2025 | Medicine/Pulmonary Medicine/Respiratory Care | Affiliate Membership and Privileges | Mike O'Callaghan Federal Hospital |
| 25 | Kahn | Marc | M.D. | 07/01/2023-06/30/2025 | Medicine/Hematology/ Oncology | Active Membership and Privileges | UNLV Medicine |
| 26 | Kioka | Mutsumi | M.D. | 07/01/2023-06/30/2025 | Medicine/Pulmonary Medicine/Respiratory Care | Affiliate Membership and Privileges | UNLV Medicine |
| 27 | Kwan | Tina | M.D. | 07/01/2023-06/30/2025 | Pediatrics | Affiliate Membership and Privileges | Children's Heart Center |
| 28 | Linzie | Hilary | M.D. | 07/01/2023-06/30/2025 | Medicine/Psychiatry | Active Membership and Privileges | UNLV Medicine |
| 29 | Maduka | Godwin | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Las Vegas Pain Institute |
| 30 | Malone | Jessica | M.D. | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Affiliate Initial FPPE Membership and Privileges | Mike O'Callaghan Federal Hospital |
| 31 | Marrero | Rita | CNM | 07/01/2023-06/30/2025 | Obstetrics and Gynecology | APP Independent Membership and Privileges | Las Vegas All Women's Care |
| 32 | Mhawech Fauceglia | Paulette | MD | 07/01/2023-06/30/2025 | Pathology | Affiliate Membership and Privileges | Laboratory Medicine Consultants |
| 33 | Mukherjee | Ranadev | M.D. | 07/01/2023-06/30/2025 | Medicine/ Gastroenterology | Affiliate Membership and Privileges | Digestive Associates |
| 34 | Narag | Andrea | APRN | 07/01/2023-06/30-2024 | Ambulatory Care | APP Active Independent Membership and Privileges | UMC-Spring Valley Primary Care |
| 35 | Ongtengco | Richard | M.D. | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Active Membership and Privileges | Sound Physicians |
| 36 | Onyema | John | MD | 07/01/2023-06/30-2025 | Ambulatory Care | Active Membership and Privileges | UMC-Spring Valley Primary Care |
| 37 | Phillips | Todd | PAC | 07/01/2023-06/30/2024 | Emergency Medicine/Adult Emergency Medicine | APP Dependent Privileges | Sound Physicians |
| 38 | Prabhu | Rachakonda | M.D. | 07/01/2023-06/30/2025 | Medicine/Pulmonary Medicine/Respiratory Care | Affiliate Membership and Privileges | Redrock MedGroup & Eldorado Medical |
| 39 | Rachakonda | Tara | M.D. | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Affiliate Membership and Privileges | Redrock MedGroup & Eldorado Medical |
| 40 | Ross | David | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Medicus healthcare Solutions |
| 41 | Salvador | Mark | APRN | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | APP Independent Membership and Privileges | Platinum Hospitalists |
| 42 | Sanders | Matthew | PAC | 07/01/2023-06/30-2025 | Ambulatory Care | APP Dependent Privileges | UMC-Enterprise Quick Care |
| 43 | Steele | Sean | M.D. | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Affiliate Membership and Privileges | Sean S. Steele, MD |
| 44 | Sua | Ryan | CRNA | 07/01/2023-06/30/2025 | Anesthesiology | APP Dependent Privileges | UMC Anesthesia |
| 45 | Suba | Faisal | M.D. | 07/01/2023-06/30/2025 | Medicine/Psychiatry | Affiliate Membership and Privileges | UNLV Medicine |
| 46 | Swanson | Eric | M.D. | 07/01/2023-06/30/2025 | Surgery/Oral/Maxillofacial Surgery | Affiliate Membership and Privileges | Oral & Maxillofacial Surgery Assoc of NV |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 47 | Thomas | Blair | DMD | 07/01/2023-06/30/2024 | Surgery/Oral/ Maxillofacial Surgery | Affiliate Initial FPPE Membership and Privileges | UNLV School of Dental Medicine |
| 48 | Thompson | Devin | MD | 07/01/2023-06/30/2025 | Emergency Medicine/ Adult Emergency Medicine/ Trauma Emergency | Affiliate Membership and Privileges | Sound Physicians-Emergency Medicine |
| 49 | Truc | Clarice | MD | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Affiliate Membership and Privileges | Intermountain Healthcare |
| 50 | Venkatesan | Srinivasan | MD | 07/01/2023-06/30/2025 | Medicine/Internal Medicine | Affiliate Membership and Privileges | Intermountain Healthcare |
| 51 | Vohra | Meena | MD | 07/01/2023-06/30/2025 | Pediatrics/Pediatric Critical Care | Active Membership and Privileges | Las Vegas Pediatric Critical Care |
| 52 | Volk | Peter | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Surgical Anesthesia Services |
| 53 | Wilson | Lisa | MD | 07/01/2023-06/30/2025 | Anesthesiology | Affiliate Membership and Privileges | Red Rock Anesthesia Consultants |
| 54 | Winn | Brody | MD | 07/01/2023-06/30/2025 | Pathology | Active Membership and Privileges | Laboratory Medicine Consultants |
| 55 | Yang | Vincent | MD | 07/01/2023-06/30/2025 | Medicine/Nephrology | Active Membership and Privileges | Kidney Specialists of Southern Nevada |
| 56 | Yee | Sydney | MD | 07/01/2023-06/30/2024 | Anesthesiology/Trauma Anesthesia | Affiliate Membership and Privileges | UMC Anesthesia |

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Bronstein | Andrew | MD | 07/01/2023-06/30/2025 | **New Privilege:** Arthroplasty Procedures<br>**Withdraw Privileges:** Ambulatory Medicine, Brachial Plexus Exploration/Reconstruction; Burn Care, Moderate to Severe |
| 2 | Fisher | Robert | MD | 07/01/2023-06/30/2025 | **Withdraw Privileges:** Pediatric Anesthesia |
| 3 | Ganesan | George | MD | 07/01/2023-06/30/2025 | **Withdraw:** Ambulatory Medicine (Outpatient Only) & da Vinci |
| 4 | Kioka | Mutsumi | MD | 07/01/2023-06/30/2025 | **Withdraw:** Internal Medicine |
| 5 | Prahbu | Rachakonda | MD | 07/01/2023-06/30/2025 | **Add:** Refer and Follow<br>**Withdraw:** Pulmonary |
| 6 | Thomas | Blair | DMD | 07/01/2023-06/30/2025 | **New Privileges:** Local Anesthesia & General Anesthesia |

**D. MODIFICATION OF PRIVILEGES**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Christensen | Jim | MD | Ambulatory Care | **New Privileges/Department**: Ambulatory Care & Telemedicine<br>**Withdraw:** Medicine Department |
| 2 | Fraser | Douglas | MD | General Surgery/Trauma Surgery/ Trauma-Critical Care | **Withdraw:** Trauma Burn |
| 3 | Hernandez | Michael | PAC | Radiology | **New privileges:** Liver biopsy, Bone marrow biopsy |
| 4 | DuMontier | Stephen | DO | Emergency Medicine/Adult Emergency Medicine | **New privileges**: Trauma Privileges |

**E. EXTENSION OF INITIAL FPPE**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Chaudhry | Shiven | MD | Medicine/Internal Medicine | Through November 15, 2023 due to no cases |
| 2 | Chavada | Devraj | MD | Pediatrics/Neurology | Through November 15, 2023 due to no cases |
| 3 | Emanuel | Carlos | MD | Medicine/Cardiology | Through November 15, 2023 due to no cases |
| 4 | Fang | Qin | MD | Medicine/Nephrology | Through November 15, 2023 due to no cases |
| 5 | Fotedar | Anil | MC | Medicine/Cardiology | Through November 15, 2023 due to no cases |
| 6 | Gibbons | Trisha | PAC | Medicine/Pulmonary/Critical Care | Through November 15, 2023 due to no cases |
| 7 | Han | James | MD | Medicine/Gastro | Through November 15, 2023 due to no cases |
| 8 | Kennedy | William | MD | Medicine/Nephrology | Through November 15, 2023 due to no cases |
| 9 | Pruangkarn | Susana | APRN | Medicine/Pulmonary/Critical Care | Through November 15, 2023 due to no cases |
| 10 | Stewart | David | MD | Orthopedic Surgery | Through November 15, 2023 due to no cases |
| 11 | Tsiouris | Nikolaos | MD | Medicine/Cardiology | Through November 15, 2023 due to no cases |
| 12 | Valencia | Rafael | MD | Medicine/Cardiology | New Privilege - AAA - Through November 15, 2023 due to no cases |
| 13 | Vergara | Gaston | MD | Medicine/Cardiology | Through November 15, 2023 due to no cases |

**F. COMPLETION OF INITIAL FPPE FOR NEW DEPARTMENT/PRIVILEGES**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Coleman | Avelina | APRN | Ambulatory Care | **New Privileges**: Apply & Remove orthopedic splints, casts and traction; Urethral Cauterization |
| 2 | Vahey | James | MD | Orthopedic Surgery/ Hand Surgery Orthopedic Surgery/ Orthopedic Surgery | **New Privileges:** • Post injury/surgery pain control such as 1° burns; • Cast fabrication or removal; • Pin/hardware insertion and removal; • Steroid injections to the upper extremity; • Simple, intermediate, and complex forearm, wrist, hand, and digit wound care; • Nail repair/reconstruction; • Tendon injuries, transfers, reconstruction; • Arterial injuries (distal to brachial artery) • Nerve injuries (distal to brachial plexus); • Fractures/Dislocations of the hand and wrist; • Arthrodesis (wrist and distal); • Bone lengthening, shortening or osteotomies; • Bone reconstruction requiring bone grafts and/or substitutes; • Tumors of the bones and soft tissues; • Minor procedures such as small flaps, skin grafts, scar revision, excision of skin lesions, repair of simple lacerations; • Treatment of moderate drug induced allergic reaction; • Volkmann's ischemia- Forearm and distal; • Dupuytren's contracture; • Surgery for Rheumatoid Arthritis; • Wrist reconstruction amputations; • I & D of infected lesions AMBULATORY MEDICINE, ARTHROPLASTY PROCEDURES |

**G. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Chang | August | MD | Anesthesia | Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE |
| 2 | Clauther | Evins | MD | Pediatrics | Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges |
| 3 | Garcia | Anna | PAC | Surgery/Urology | APP Membership and Privileges |

| | | | | | |
|---|---|---|---|---|---|
| 4 | Hamera | Leonard | MD | Ambulatory Care | Release from Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE |
| 5 | Hartenstine | Javi | DO | Pathology | Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE |
| 6 | Hayes | Harold | MD | Radiology | Affiliate with Membership and Privileges to Active with Membership and Privileges |
| 7 | Jaojoco | Marianne | PAC | Ambulatory Care | Release from APP Initial FPPE to APP Dependent Privileges |
| 8 | Lacy | Latricia | APRN | Ambulatory Care | Release from APP Initial FPPE to APP Independent Membership and Privileges |
| 9 | Luu | Vu | MD | Anesthesia | Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE |
| 10 | Rabinson | Raime | MD | Anesthesia | Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges Completion of FPPE |

**H. LOW VOLUME PROVIDERS**

| | | |
|---|---|---|
| 1 | Barnes, Glenn, D.O. | Family Medicine |
| 2 | Bascharon, Randa A., D.O. | Orthopedic Surgery, Orthopedic Surgery |
| 3 | Benson, Kathleen M., M.D. | Medicine, Cardiology |
| 4 | Bezzant, Matthew L., M.D. | Medicine, Pulmonary Medicine, Respiratory Care |
| 5 | Blackwood, Robert, M.D. | Anesthesiology |
| 6 | Borgia, Anthony V., D.P.M. | Orthopedic Surgery, Podiatry |
| 7 | Bronstein, Andrew J., M.D. | Orthopedic Surgery, Hand Surgery |
| 8 | Carney, Brandon W., M.D. | Medicine, Infectious Disease |
| 9 | Christensen, Kerry, M.D. | Anesthesiology |
| 10 | Clauther, Evins, M.D. | Pediatrics |
| 11 | Colquitt, Randal H., M.D. | Anesthesiology |
| 12 | Convalecer, William, M.D. | Medicine, Internal Medicine |
| 13 | Crawford, Michelle, APRN | Obstetrics and Gynecology |
| 14 | Dawn, Buddhadeb, M.D. | Medicine, Cardiology |
| 15 | Delaney, Alexander P., M.D. | Anesthesiology |
| 16 | Duarte, Kimberly, MD | Anesthesiology |
| 17 | Fang, Qin, M.D. | Medicine ,Nephrology |
| 18 | Flores, Randy N., D.O. | Anesthesiology |
| 19 | Francis-Rogers, Sandra, M.D. | Medicine, Internal Medicine |
| 20 | Freilich, Adam, D.O. | Anesthesiology |
| 21 | Garber, Jason E., M.D. | Neurosurgery |
| 22 | Garcia, Anna Martina, PAC | Surgery, Urology |
| 23 | Gupta, Arvin A., M.D. | Medicine, Nephrology |
| 24 | Gyang, Andrew A., M.D. | Medicine, Internal Medicine |
| 25 | Hales, Aaron, APRN | Ambulatory Care |
| 26 | Haley, Rebekah, APRN | Ambulatory Care |
| 27 | Haq, Ali, M.D. | Medicine, Internal Medicine |
| 28 | Ho, Liawaty, M.D. | Medicine, Hematology, Oncology |
| 29 | Isaacs, William B., M.D. | Anesthesiology |
| 30 | Kahn, Marc J., M.D. | Medicine, Hematology, Oncology |
| 31 | Kim, Vida R., APRN | Medicine, Internal Medicine |

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|---|---|---|
| 32 | Kwan, Tina W., M.D. | Pediatrics |
| 33 | Lindsay, Patrick T., M.D. | Anesthesiology |
| 34 | Livingston, Mark R., M.D. | Anesthesiology |
| 35 | Maduka, Godwin O., M.D. | Anesthesiology |
| 36 | Miller, Harry M., M.D. | Anesthesiology |
| 37 | Mirfendereski, Seyedqumars, M.D. | Medicine, Nephrology |
| 38 | Monson, Benjamin, M.D. | Surgery, Plastic Surgery |
| 39 | Mukherjee, Ranadev, M.D. | Medicine, Gastroenterology |
| 40 | Phillips, Todd S., PAC | Emergency Medicine, Adult Emergency Medicine |
| 41 | Qazi, Sayed Z., M.D. | Medicine, Nephrology |
| 42 | Rachakonda, Tara, M.D. | Medicine, Internal Medicine |
| 43 | Rane, Santosh G., M.D. | Medicine, Cardiology |
| 44 | Roberson, Glen A., D.M.D. | Surgery, Oral, Maxillofacial Surgery |
| 45 | Roth, Jeffrey J., M.D. | Surgery, Plastic Surgery |
| 46 | Rothmeyer, Vance M., M.D. | Emergency Medicine, Adult Emergency Medicine |
| 47 | Samlaska, Curt P., M.D. | Medicine, Dermatology |
| 48 | Scott, William, Jr., D.O. | Surgery, General Surgery |
| 49 | Sewani, Hassanali, M.D. | Medicine, Internal Medicine |
| 50 | Shah, Russell J., M.D. | Medicine, Neurology |
| 51 | Simpson, Jacquese, APRN | Medicine, Internal Medicine |
| 52 | Somphone, Alan H., M.D. | Anesthesiology |
| 53 | Steele, Sean S., M.D. | Medicine, Internal Medicine |
| 54 | Thomas, Blair, D.M.D. | Surgery, Oral, Maxillofacial Surgery |
| 55 | Truc, Clarice, M.D. | Medicine, Internal Medicine |
| 56 | Vahey, James W., M.D. | Orthopedic Surgery, Hand Surgery |
| 57 | Valera, Amit, D.O. | Medicine, Internal Medicine |
| 58 | Venkatesan, Srinivasan, M.D. | Medicine ,Internal Medicine |
| 59 | Volk, Peter F., M.D. | Anesthesiology |
| 60 | Wentz, Brock T., M.D. | Orthopedic Surgery, Orthopedic Surgery |
| 61 | Wong, Steve C., M.D. | Anesthesiology |

**I. REQUEST FOR RESIGNATION**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Banks | Whitney | DO | Pathology | Resigned from Contracted Group |
| 2 | Carroll | Jennifer | MD | Surgery/ General Surgery | Relocation out of State |
| 3 | Hamilton | Jameaka | MD | Obstetrics and Gynecology | Left for Fellowship |
| 4 | Isaacs | William | MD | Anesthesiology | No reason Provided |
| 5 | Lawhorn | Jacquese | APRN | Medicine/Internal Medicine | Doesn't Come to UMC |
| 6 | Li | Charles | MD | Anesthesia | No Reason Provided |
| 7 | Lin | Alex | D.O. | Emergency Medicine/Adult Emergency Medicine | No Reason Provided |
| 8 | Samlaska | Curt | M.D. | Medicine/Dermatology | No Reason Provided |

**J. REMOVAL FROM STAFF**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Caseja | Ahi Jeffrey | MD | Medicine/Internal Medicine | No Longer with Contracted Group |
| 2 | Chin | Hubert | MD | Radiology | No longer with Contracted Group |
| 3 | Duarte | Kimberly | MD | Anesthesia | Due to no cases |
| 4 | Dunckelmeyer | Jorg | MD | Anesthesiology | Failure to Submit Reappointment |
| 5 | Hui | Carmen Man Chui | MD | Medicine/Internal Medicine | No Longer with Group/No Malpractice |
| 6 | Kim | Vida | APRN | Medicine/Internal Medicine | Failure to Complete Initial FPPE |
| 7 | Monson | Benjamin | MD | Surgery | Separation with UNLV |
| 8 | Sewani | Hassanali | M.D. | Medicine/Internal Medicine | Failure to Submit Reappointment |
| 9 | Valera | Amit | D.O. | Medicine/Internal Medicine | Failure to Submit Reappointment |
| 10 | Wong | Steve | MD | Anesthesiology | Failure to Submit Reappointment |

**K. ADJOURNMENT**

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

| | | |
|---|---|---|
| **Issue:** | **Structured Return to Work Program Policy Update** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board approve the revisions to the Structured Return to Work Program Policies and Procedures; and take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

UMC is proposing changes to the Structured Return to Work Program policy/procedure, effective on or around June 1, 2023. A few of the substantive changes include:

- Combining the HR Policy #14 & HR Procedure #10 into one comprehensive document
- Creating a process for Transitional Duty & Modified Duty paths
- Identifying process for Occupational Injury or Illness verses Non-Occupational Injury or Illness
- Adding the Central Operations Office into the mix for assigning employees to transitional duty

These revisions were reviewed by the Governing Board Human Resources and Executive Compensation Committee at their May 2, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 31, 2023

Agenda Item #

**5**

| | |
|---|---|
|  | **POLICY /GUIDELINE TITLE: Structured Return to Work and Worker's Compensation** |

| | |
|---|---|
| **MANUAL: Human Resources** | **POLICY OWNER: HR** |
| **REVISED DATE: 4/26/2023** | **FINAL APPROVAL DATE:** |

## SCOPE

All UMC employees.

## PURPOSE

UMC will provide a Structured Return-To-Work Program (RTW) for both occupational and non-occupational related injuries or diseases, as well as certain identified pregnancy-related medical restrictions in accordance with the Pregnant Worker's Fairness Act. UMC will provide employees with medical treatment and compensation for on-the-job injuries or occupational diseases arising out of, and in the course of, employment with UMC in accordance with the provisions of NRS 616 and 617.

## POLICY

***Occupational Injury or Illness***

1. To be eligible for participation in UMC's RTW Program following an occupational-related injury or illness, the benefited employee must provide a written statement from their approved Workers'' compensation (WC) treating physician or medical provider stating that the employee is:

    a. temporarily unable to perform his/her regular essential job duties; and

    b. capable of carrying out work of a transitional/modified nature from their regular essential job duties.

2. Human Resources, in conjunction with the Department Manager (or designee) as appropriate, will review restrictions to determine if the employee may be placed under Modified Duty or Transitional Duty.

3. If placed under Modified Duty (MD), the employee is returned to their original job with modifications based on the physical restrictions assigned by the treating physician or medical provider. Should the restrictions become permanent, or MD exceeds 120-days, UMC's Equal Opportunity Program Manager will conduct an ADA evaluation to determine if any permanent accommodation is appropriate.

4. If placed under Transitional Duty (TD), the employee is returned to work temporarily in a classification other than their hired job that meets the physical restrictions assigned by the treating

physician or medical provider. The Central Operations Office or Human Resources are responsible for assigning the employee.

5. If the employee is unable to be placed under either program, the employee will remain off work until such time they are able to return to work in their original position, or a TD position is identified. Due to the potential for overlap with the Americans with Disabilities Act (ADA), the employee will also be referred to UMC's Equal Opportunity Program Manager for an ADA evaluation when appropriate.

6. Employees who refuse an MD or TD assignments will be placed on a Leave of Absence (LOA) and will be required to remain off work and utilize any accrued CAL/EIB until exhausted, at which time all remaining time on LOA will be unpaid. Additionally, such employees will be ineligible to receive compensation (e.g., Temporary Total Disability) through the Workers' Compensation Program.

7. While on a MD or TD, employees will receive their normal hourly rate of pay and will continue to accrue CAL and/or EIB as appropriate.

8. When an employee is on TD, the home cost center will continue to absorb the hours regardless of the work assignment cost center location.

9. Employees on MD or TD may not return to their full duty role until Human Resources has reviewed the treating physician or medical provider documentation releasing the employee to full duty.

10. Responsibilities

Employees

a. Report all injuries immediately to the supervisor.
b. Inform the approved WC treating physician or medical provider that the hospital has transitional/modified duty assignments available.
c. Provide a "Return-to-Work" restriction note from the WC treating physician or medical provider to Human Resources as soon as possible upon receipt from the physician or medical provider. Employee may not return to full duty until HR has the opportunity to review.
d. Sign the MD or TD Work Agreement prior to the 1st day in transitional/modified duty assignment.
e. Work within the restrictions specified by the treating physician or medical provider.
f. Report any physical problems with the work assignment to the supervisor.
g. Report to employee's own department or the Central Operations Office supervisor as appropriate at the beginning of the transitional/modified duty assignment.
h. Adhere to all hospital policies and procedures, including employment policies and safety rules at the location of the transitional/modified duty.
i. Attend all scheduled medical appointments and keep the assigned supervisor and Human Resources apprised of work status. Appointments must be scheduled not to conflict with the employees normal work schedule. In the rare event that this is not possible, the employee is responsible for notifying their supervisor in advance to determine if arrangements can be

made to release the employee from their scheduled shift. If approved, any such release time is unpaid and the employee must use CAL to cover the release time.

j. To notify the supervisor of all scheduled and unscheduled absences.
k. Inform supervisor of the status/situation two weeks prior to the end of their assignment. If their ability to return to full duty is still uncertain, they should make every effort to provide their supervisor with new physician restrictions at least two weeks before the end of their temporary assignment.

Department Heads

a. Ensure full cooperation of their department leadership staff with the administration of the hospital's Return-to-Work Program.
b. Work with Human Resources to identify transitional/modified duty assignments available in the department that fit within the parameters of the medically imposed restrictions.
c. Ensure managers and supervisors comply with the employee's work restrictions as outlined by the treating physician or medical provider.

Managers and Supervisors

a. Provide the Return-to-Work (restriction) form received from the employee to Human Resources.
b. Work with Human Resources to identify transitional/modified duty assignments that fit within the parameters of the medically imposed restrictions.
c. Review the employee's work capacity and work with the employee and Human Resources to advise the employee of the availability of job duties that fit within the parameters of the employee's restrictions.
d. Provide daily supervision to monitor that the employee is working within the work restrictions outlined by the treating physician or medical provider.
e. Report any physical difficulties the employee may have with the work assignment to Human Resources for potential referral back to the treating physician/medical provider to review work restrictions.
f. Maintain ongoing contact with injured Workers' who are currently unable to participate in the Return-to-Work Program.
g. If the injury is a work-related injury, notify the Department Head and Human Resources immediately, but not more than two hours after the refusal of an approved temporary transitional/modified duty assignment.

Human Resources / Workers'' Compensation

a. Facilitates the Return-to-Work Program.
b. Review the employee's work capacity/restrictions and work with the employee and employee's supervisor to determine the availability of job duties that fit within the parameters of the restrictions.
c. Refer employee to the Central Operations Office department for job assignments if there is no work within the employee's own department.

d. Notify the third party administrator of the date that transitional/modified duty is available to the employee to return to work in writing and maintain a copy in the employee's file. Please note: this may differ in some cases from the actual date the employee returns to work.
e. Notify the third party administrator after the employee's refusal or lack of response to the notice of approved transitional duty.
f. Train department management staff and employees regarding the hospitals Return-to-Work Program at hire and periodically thereafter.
g. Review the MD or TD Work Agreement with the employee.
h. Immediately advise department management staff, employees, Central Operations Office department, and third party administrators of any significant changes to the Return-to-Work Program.

Central Operations Office

a. Assign employee a temporary job placement that meets the physical restrictions that the treating physician has assigned to the injured employee within the department/division of Central Operations Office.
b. Maintain and code the injured employee's time card for hours worked and for all hours off work to ensure timely applicable payments are made.
c. Ensures home cost center absorbs employee's salary cost.

Third Party Administrators

a. Maintain contact with the injured/ill employee at least every two weeks and pay Workers'' compensation wage loss benefits for industrial injuries, if the employee works less than their normal weekly scheduled hours.
b. Make appropriate referrals for external case management services to facilitate the injured worker's participation in the Return-to-Work Program.
c. File appeals and motions; attends hearings on behalf of the employer.

11. Transitional Duty Requirements & Restrictions

a. Transitional duty assignments are generally limited to 90 consecutive calendar days per claim/injury/illness.
b. Employees on transitional duty will be required to provide written notification from their treating physician of the work and physical limitation status after each visit or a minimum of every 30 days.
c. Work hours will be limited to the employees hired FTE status. Overtime is not permitted while on TD.
d. Employees on TD may be assigned to work on any shift at the discretion of the department manager/supervisor.
e. An employee will not be assigned to a TD assignment if such an assignment would place the employee or others in danger or would displace another current employee.
f. Transitional work assignments are temporary and designed to facilitate a return to regular work;

they are not intended to become permanent work accommodations as described under the American with Disabilities Act (ADA).

g. While on TD, employees cannot work on premium pay holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

12. Extension of Assignment

Human Resources may grant a TD assignment extension beyond ninety (90) on a case-by-case basis if the employee is showing progress in their rehabilitation. In no event shall transitional duty assignments exceed three hundred and sixty-five (365) days for an occupational illness or injury.

Approval of extension requirements:

a. The department and the employee both request an extension.
b. The employee has made progress in transitioning back to the regular assignment during their ninety (90) days of transitional duty assignment.
c. The extension is for a specific period of time with a date certain for return and the employee's medical physician indicates that the employee will be cleared to return to work in their regular position on the date the extension will end.

***Non-Occupational Injury or Illness & Pregnancy-Related Medical Restrictions***

1. UMC may provide viable MD or TD for a non-industrial injury/illness, as well as certain identified pregnancy-related medical restrictions, pursuant to documentation provided by a treating physician if such work is available and meets the restrictions as set by the treating physician or medical provider.
2. TD assignments are made in the home cost center first, if available, before being ultimately assigned to the Central Operations Office.
3. If no MD or TD assignment is available, the employee will be required to remain off work and use any available leave time per policy. Due to the potential for overlap with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and the Pregnant Worker's Fairness Act, the employee will also be referred to UMC's Equal Opportunity Program Manager when appropriate prior to being required to remain off work.
4. TD assignments are limited to 90 calendar days per body part/illness.
5. A TD extension beyond ninety (90) days for non-occupational injury or illness will not be approved. Employee will need to use any available leave time per policy.
6. Employees requesting to return to full duty are required to provide a release to full duty from their treating physician or medical provider. If an employee is unable to return to full duty at the end of the 90-day MD or TD assignment, they will be referred to the Equal Opportunity Program Manager.

***Family Medical Leave Act (FMLA) & Related Legislation***

UMC will apply applicable FMLA, related legislation, and UMC policies and procedures, to fulfill the requirements of this policy.

## PROCEDURE

The Human Resources Workers'' compensation unit will work closely with Clark County Risk Management to ensure treatment; care and compensation are administered in a timely and efficient manner. In order to process on-the-job injury claims efficiently, the office will work with the injured worker, the department supervisor and the medical care team.

A. Injured Employees' Guidelines

1. The injured employee is required to report an incident/injury/accident/ exposure that occurred while on duty at UMC to the manager or person in charge, regardless of how minor. All blood borne pathogen (BBP) exposures claim should also follow these procedures. All incident/injury/accident/exposures shall be filed with the proper third party administrator in the timelines required by law. Additional questions should be directed to Human Resources.

2. Per NRS. 616 and 617, UMC requires all injured Workers' to complete a "Notice of Injury/Exposure" Form C-1 #002-008. The Employee and Supervisor sections must be completed and signed no later than seven (7) days after the injury/exposure. The completed C-1 form is submitted to Human Resources (forms are available on the UMC Intranet and in Human Resources).

3. The employee may seek medical treatment at any one of the following UMC Quick Care Centers: Rancho, Spring Valley, Sunset and Enterprise. All follow-up doctor appointments must be scheduled at Enterprise Quick Care. It is recommended to confirm hours of operation prior to visiting the Quick Care.

4. If the employee is injured *after* hours, they may seek medical care from Concentra Medical Center: 5850 Polaris Ave, Suite 100 Las Vegas, NV 89118 (702) 739-9957.This is for the first visit only.

5. UMC's Emergency Room (ER) may be utilized if the injury is emergent in nature (i.e., employee is non-ambulatory, condition is severe or critical).

6. Per UMC's policies, the employee is required to clock out to seek medical treatment during work hours (off the clock). Their time will be coded appropriately by the department or centralized timekeeping.

7. The employee is expected to report to the supervisor/person in charge following treatment as well as submitting a Physician Disability Statement (PDS), which would have been completed by the treating

Physician (MD or DO, only) and to contact the Human Resources.

8. UMC will automatically request FMLA paperwork on behalf of the employee, or submit FMLA approval if qualified, for accepted Workers' Compensation claims. The employee is responsible for completion of any required FMLA paperwork related to work-related injuries. To the extent applicable under law, any WC leave of absence/reduced schedule will run concurrent with FMLA.

B. Compensation

1. If the condition turns emergent in nature, the UMC ER may be utilized (non- emergent visits to the ER may not be covered by Workers'' compensation).

2. When an on-the-job injury/illness or exposure claim has been accepted by the TPA and the treating physician or medical provider has certified the injured worker as "off" work five (5) or more consecutive days as a result of the injury/illness, the employee will receive temporary disability compensation based on a percentage of their average earned income.

3. Compensation payment is made every fourteen (14) days, retroactive to the first full day loss from work. This will continue until the employee is released to return to work by the treating physician or medical provider.

4. The injured worker must keep Human Resources advised of their work status to ensure timely payments are being processed and received.

5. For those work related injuries/illnesses that require less than five (5) days off work, EIB/CAL hours will be utilized for compensation. In order to continue to receive a full check after being off for five (5) or more consecutive days, Human Resources will be utilizing the employee's available EIB/CAL hours. If the employee does not wish to receive EIB/CAL, they must make a special request in writing to Human Resources.

6. When the employee has been released by their treating physician or medical provider back to work, they must contact Human Resources and submit their return to work note. The physician note must be clear and show their work status as full duty or modified duty including specific physical restrictions/limitations.

7. A copy of all physician notes or medical releases should be immediately submitted to Human Resources in order to monitor the progress of the employee's care.

8. If the employee has been advised by their physician to receive further care (i.e.; physical therapy, medical tests or follow-up appointments), per policy, they are required to clock out upon leaving and clock back in upon their return to their work station. The employee is responsible for following the established protocol for requesting time off and use of CAL hours.

9. If the employee is granted unpaid leave that exceeds thirty (30) days or more, they may become

responsible for their own health benefit premiums. This would involve both health insurance and group life benefits. The employee is responsible for contacting the Benefits office in Human Resources.

10. During the Workers'' compensation process, the employee is required to maintain frequent communication with their supervisory/managerial personnel as well as the temporarily assigned transitional duty department supervisor or other personnel as applicable in accordance in Human Resources Personnel Policies or the appropriate collective bargaining unit agreement.

11. The employee/injured worker is not to assume that during the Workers'' compensation process or from recovering from their own personal medical condition that they are not required to communicate with their regular department or the manager/division. Failure to call off, failure to provide notice of leaving early/arriving late, and or no call no shows--as outlined in the Human Resources Personnel Policy or the appropriate collective bargaining unit agreement--will subject employee to disciplinary action, up to and including suspension pending termination.

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| | **POLICY /GUIDELINE TITLE: Structured Return to Work and Worker's Compensation** |

## DEFINITIONS

**Benefitted Employee:** An employee who is hired at UMC as a part-time or full-time equivalent.

**Medical Treatment:** All medical care rendered by a practitioner licensed to provide such medical care, hospitalization, medication, and medical supplies including artificial members as prescribed by the licensed practitioner.

**Modified Duty:** Employee returns to their regular job classification after an occupational or non-occupational illness or injury with temporary minor adjustments to their duties based on restrictions that the treating physician or medical provider has assigned.

**Non-Occupational Injury or Illness:** An injury or disease that does not arise out of employment with UMC.

**Occupational Injury or Illness:** An injury or occupational disease arising out of the course and scope of their employment with UMC.

**Transitional Duty (aka Light Duty):** Employee returns to work in a temporary assignment or position other than their regular job classification due to the temporary restrictions imposed by the treating physician or medical provider.

**Treating Physician or medical provider:** A doctor of medicine, osteopathy, optometry, dentistry, podiatry, or chiropractic who is licensed and authorized to practice medicine in the state of Nevada.

**Work Restrictions:** A physician or medical provider's description of the work the injured/ill employee can and cannot do.

| Review Date: | By: | Description: |
|---|---|---|
| 4/26/2023 | Kendrick Russell | Various changes to the existing policy. Combine HR Policy #14 and HR Procedure #10. |

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

| | | |
|---|---|---|
| **Issue:** | **Anesthesia Physician & Non-Physician Provider Compensation Plan** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board approve the new Anesthesia Physician & Non-Physician Provider Compensation Plan; and take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

In later 2022, UMC began to hire Anesthesia Physician & Non-Physician Providers because of their contracted service ending. To date we have hired more than 35 Physicians & Non-Physician providers. We have completed the work on an appropriate compensation and benefits plan (Plan) for these classifications. The Plan will be effective July 1, 2023, and will cover existing and future employees within these classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their May 2, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 31, 2023

Agenda Item #

**6**

# UNIVERSITY MEDICAL CENTER

# ANESTHESIA PHYSICIAN AND NON-PHYSICIAN PROVIDER COMPENSATION AND BENEFITS PLAN
# July 1, 2023

Mason Van Houweling - Chief Executive Officer

**UNIVERSITY MEDICAL CENTER**
**ANESTHESIA PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN (the "Compensation Plan")**

**Compensation Plan and Employees Covered:**

This Compensation Plan identifies the compensation and benefits structure for Physician and Non- Physician provider employees in the following classifications:

- Medical Director Anesthesiologist
- Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma
- Certified Registered Nurse Anesthetists (CRNA)

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Mid-Level (CRNA) compensation and benefits under an existing compensation model or an employee's offer of employment letter; provided however, the terms and conditions of the employees' at-will employment agreement, if any, shall control in the event of a conflict between the two documents.

University Medical Center retains the rights to add, modify, or eliminate any compensation or benefit contained within this plan document with the final approval of the UMC Governing Board and/or in accordance with the terms and conditions of the employee's contract for employment.

**Fair Labor Standards Act (FLSA) Exemption:**

Employees covered by this plan document are not authorized overtime compensation under the FLSA due to their professional exemption.

**At-Will Employment**
All employees covered by this plan document are considered At-Will and will serve at the pleasure of the Chief Executive Officer.

**Compensation and Benefits:**

**Base Salary:**
During the term of employment, Physicians and Non-Physician Providers shall receive a base salary at a rate consistent with the pay grades listed on Appendix 1, as may be amended from time to time. Appendix 1 further sets forth a base compensation range that will not exceed the 75th percentile (or 90th percentile when factors such as shortages or otherwise hard to fill positions justify) based upon national and regional physician and midlevel compensation survey benchmarks (e.g., Sullivan Cotter, MGMA).

Unless modified by the provisions of this Compensation Plan and/or at-will employment agreement, employees will be granted the same benefits provided through the Human Resources Policies and Procedures.

The employee's base salary shall be re-evaluated on a bi-annual basis consistent with the methodology set forth above.

**Work Schedules:**

All full & part time Physicians and Non-Physician Providers are salaried, exempt employees, while per-diem are hourly, non-exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status.

Employee's work schedules will be set by the Medical Director or designee or as set forth in any at-will employment agreement. Generally, it is anticipated that full time employees will work a minimum of fifteen (15) shifts per month, while part-time will work a minimum of seven (7) shifts per month.

**Extra Shift/Hours Compensation:**

In the event an employee works in excess of their regular and on-call shifts he or she shall be entitled to the additional shift compensation set forth on Appendix 1. Additionally, in the event an employee is required to stay over a scheduled shift more than two (2) hours, the employee will receive additional hourly compensation consistent with their regular hourly rate of compensation for hours above and beyond the scheduled shifts. ***Example:*** Employee works 12.5 hours in a 10-hour scheduled shift will entitle such employee to two and one half hours of additional pay at the next regularly scheduled pay period.

With the exception of per-diem status employees, any excess time less than the two-hours over the scheduled shift does not entitle the employee to any additional hourly compensation.

**On-Call Coverage:**

Physicians and Non-Physician Providers, who provide on-call coverage, may receive additional shift compensation at the rates set forth in Appendix 1, for on-call coverage over and above a pre-determined amount, as set forth by the Medical Director, or in the employee's offer of employment letter or At-Will contract for employment. An employee who is on unrestricted call, who is called to return to the facility to perform work, will receive callback pay consistent with the rates set forth in Appendix 1.

**Annual Evaluations:**

Employee performance will be evaluated on an annual basis. The annual evaluation cycle shall be based on fiscal year (July 1 - June 30). All Compensation Plan employees shall have a common review date of September 1st unless otherwise established by the CEO. Employees under this Compensation Plan are not subject to merit or cost of living increases as their compensation is subject to bi-annual fair market value reviews consistent with the terms of this Compensation Plan and their employment agreement.

**Consolidated Annual Leave (CAL) / Administrative Leave Days (ALDs):**

*Physicians*

Physician Providers under this Compensation Plan do not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs include sick days, holidays, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Anesthesia Medical Director (or designee) over the service line.

ALDs will be awarded upon hire and thereafter each January 1st of the following calendar year. Employees under this Compensation Plan will receive ALDs as follows:

| Employment Status | Specialty | # of ALDs |
|---|---|---|
| Part-Time | PEDS/CVT/Trauma/OB | 7 |
| | General / OR | 15 |
| Full-Time | PEDS/CVT/Trauma/OB | 15 |
| | General / OR | 30 |

An employee's time-off may differ in accordance with their at-will employment agreement. Physicians accruing CAL upon final approval and implementation of this July 1, 2023 Compensation Plan will retain any accrued CAL time, and will be required to exhaust such time

prior to use of any ALDs. CAL accrued prior to implementation of this July 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

*Non-Physician Providers*

Full & part time Non-Physician Providers (e.g., CRNAs) under this Compensation Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

**Extended Illness Bank (EIB):**

Eligible employees under this Compensation Plan will accrue Extended Illness Bank (EIN) as set forth in hospital's Human Resources Policies and Procedures. The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

**Miscellaneous Leaves:**

Miscellaneous Leaves such as jury/court duty, military leave, bereavement leave, family leave, etc., are administered in accordance with Human Resources Policies and Procedures.

**Group Insurance:**

UMC provides medical, dental and life insurance to all eligible employees covered by this plan. To be eligible for group insurance, an employee must occupy a regular budgeted position and work the required hours to meet the necessary qualifying periods associated with the insurance program.

Employees will have deducted each pay period an approved amount from their compensation for employee insurance, or other elected coverages. Amounts are determined by UMC and approved by the UMC Governing Board. Rules governing the application and administration of insurance benefits shall be consistent with those set forth by Human Resource Policies and Procedures.

**Retirement:**

Employees are covered by the Nevada Public Employees Retirement System. UMC pays the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. Retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

**Continuing Medical Education (CME):**

UMC will pay a $2,500 CME stipend (Stipend), less appropriate withholdings each calendar year in January for a qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, CRNA and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership.

All training, travel and lodging must be pre-approved by the Chief Operating Officer, Medical Director and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy. In the event an employee is on leave or FMLA, the employee is not eligible to take CME release time.

**Conflict of Interest:**

Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

All other provisions of the conflict of interest policy shall be as defined and described in the Human Resources Policy and Procedures Manual titled Ethical Standards and the UMC Medical and Dental Staff Bylaws.

**Professional Standards:**

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allow employees to maintain a professional standard of quality, safe patient care, and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

UMC is a teaching facility. To that extent, physician employees may be required to supervise or co-sign medical records for mid-level providers or residents who are in a recognized residency program, such as the UNLV School of Medicine Residency Program.

UMC shall provide interpretive services in designated exam rooms. Physician employees are required to use the interpretive services provided through UMC.

No Physician employee shall unreasonably and without good cause fail to provide care to patients. Any patient complaint received in writing shall be administered pursuant to UMC Administrative Policy, as modified from time to time. The employee shall be required to meet with the Patient Advocate and/or the Medical Director so that a response, if any, may be prepared. The affected employee shall receive a copy of any written response. If any discipline is administered, just cause standards and the appropriate sections of the Human Resources Policies and Procedures Manual shall apply.

All Physicians will follow the UMC Code of Conduct for Corporate Compliance. This includes completing a Medicare Enrollment Application – Reassignment of Medicare Benefits (CMS-855R) form.

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

Pursuant to Nevada Revised Statutes Chapter 41, UMC will indemnify an employee whose acts or omissions are within the course and scope of their employment and will thereafter continue to cover (without cost to the employee) and provide each employee with a statement of indemnification and certificate of insurance issued by UMC, as needed as evidence of insurance coverage provided for all employees under the hospital's self-funded insurance policy. As such, each employee is covered for professional liability and general liability purposes, in accordance with Chapter 41 of the Nevada Revised Statutes, by the certificate of insurance and statement of indemnification.

## Appendix 1*

### Pay Grades/Ranges & Additional Compensation

| Position | Base Salary Range[1] | Additional Work Shift Rate[5] | Additional On-Call Shift Rate[2] | Call-Back Rate[3] | Per-Diem Rate[4] |
|---|---|---|---|---|---|
| **SPECIALTY – Anesthesia** | | | | | |
| **Medical Director** | $486,720-$763,360 | N/A | N/A | N/A | N/A |
| **General / OR** | $451,360-$640,640 | EEs regular hourly rate | $33.71 p/h. | EEs hourly rate if on-call and called back to facility | $324 p/h |
| **Pediatric** | $476,320-$640,640 | | $33.71 p/h. | | $324 p/h |
| **Trauma** | $473,928-$672,672 | | $35.42 p/h. | | $340 p/h |
| **OB** | $451,262-$641,076 | | $33.71 p/h. | | $324 p/h |
| **CVT** | $473,928-$672,672 | | $35.42 p/h. | | $340 p/h |
| **CRNA** | $203,840-$253,760 | | $13.07 p/h. | | $127 p/h |

*Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

*[1] Based on years of experience*
*[2] On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.*
*[3] EE must be on an On-call shift and called to return to facility to perform work*
*[4] Applicable only to those hired into a per-diem classification*
*[5]See extra shift/hours on page 2 of this document*

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

| | | |
|---|---|---|
| **Issue:** | **Productivity wRVU Provider Compensation Plan** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board approve the amended Productivity wRVU Physician & Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

UMC is proposing to make the following change to the Productivity wRVU Physician & Non-Physician Provider Compensation and Benefits Plan:

**Page 3-4:** Strike the existing Consolidated Annual Leave language and add new language allowing the CEO to designate if a Physician Provider classification covered by this Plan will participate in the standard UMC Consolidated Annual Leave program, or the Administrative Leave Days program.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their May 2, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
April 26, 2023

Agenda Item #

7

# UNIVERSITY MEDICAL CENTER

# PHYSICIAN AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN

## July 1, 2023

Mason Van Houweling - Chief Executive Officer

**UNIVERSITY MEDICAL CENTER**
**PHYSICIANS AND NON-PHYSICIAN PROVIDER PRODUCTIVITY (wRVU) COMPENSATION AND BENEFITS PLAN (the "Productivity Plan")**

**Productivity Plan and Employees Covered:**
This Productivity Plan identifies the compensation and benefits structure for Physician employees in the following classifications:

- Orthopedic Physician (Non-Surgeon)
- Orthopedic Trauma Surgeon
- Orthopedic Surgeon
- Cardio-Vascular Thoracic Surgeon
- Vascular Surgeon
- Neurosurgeon
- Nurse Practitioner/Physician Assistant (Ortho)
- Nurse Practitioner/Physician Assistant (CVT)
- Nurse Practitioner/Physician Assistant (Neuro)

Such employees will be referred to as "employee" or "employees" in this document. This document replaces all previous communications regarding Physician and Mid-Level compensation and benefits under a productivity compensation model; provided however, the terms and conditions of the employees at-will physician employment agreement shall control in the event of a conflict between the two documents.

University Medical Center retains the rights to add, modify, or eliminate any compensation or benefit contained within this plan document with the final approval of the UMC Governing Board and in accordance with the terms and conditions of the employee's contract for employment. In the event of a conflict between this compensation plan and the employee's employment contract, the terms of this Productivity Plan will control provisions set forth herein.

**Fair Labor Standards Act (FLSA) Exemption:**
Employees covered by this plan document are not authorized overtime compensation under the FLSA due to their professional exemption.

**Compensation and Benefits:**
**Base Salary:** During the term of employment, Physicians and Non-Physician Providers shall receive a base salary at a rate consistent with the pay grades listed on Appendix 1, as may be amended from time to time. These pay grades have been assigned an Annual wRVU Threshold and a wRVU compensation rate, listed therein, which have been determined through a third party independent fair market valuation. The total cash compensation for employees (i.e., a base salary not to exceed the 50$^{th}$ percentile, bonus and/or productivity compensation) has been determined to be fair market value and commercially reasonable for the services provided. Appendix 1 further sets forth a total cash compensation maximum cap that will not exceed the 75$^{th}$ percentile (or 90$^{th}$ percentile when factors such as shortages or otherwise hard to fill positions justify).

The Annual wRVU Threshold, wRVU compensation rate and maximum cap will be calculated by using a blended average median work RVU data from MGMA's and SullivanCotter's annual surveys for national respondents in the applicable practice specialty. This production incentive payment will be paid quarterly, based on the pro-rated Annual wRVU Threshold. Unless modified by the provisions of this compensation and benefits plan, employees will be granted the same benefits provided through the Human Resources Policies and Procedures Manual.

The Annual wRVU Threshold and wRVU compensation rates shall be re-evaluated on a bi-annual basis consistent with the methodology set forth above.

**Productivity Compensation:**
After such time as the Annual wRVU Threshold has been met, Provider will receive certain productivity compensation for personally-performed wRVU above the Annual wRVU Threshold, subject to the applicable maximum. Productivity compensation shall be paid quarterly, in the subsequent month following the quarterly calculation and then in accordance with the customary payroll practices of UMC. Appendix 1 sets forth the rate for the wRVU productivity compensation amount that will be paid above the Annual wRVU Threshold. All terms and conditions of the Provider's employment contract shall apply with respect to productivity compensation, including but not limited to terms related to Provider's failure to meet his or her Annual wRVU Threshold. Providers must be employed at the time of payout to receive his/her bonus.

Appeal: Any employee who has a dispute regarding his or her productivity compensation may forward in writing an appeal within thirty (30) days from receipt and/or determination of said compensation to the Chief Operating Officer, or his or her designee. The appeal will be reviewed by the COO and a recommendation presented to the Chief Human Resources Officer.

The decision of the Chief Operating Officer and Chief Human Resources Officer is final.

**Annual Quality Incentive Bonus:**

Quality metrics are established and set forth in the Provider's employment agreement. Physicians can earn up to $20,000 annually as a quality bonus incentive. Nurse practitioners and physician assistants can earn up to $10,000 annually for a quality incentive bonus.

**On-Call Trauma Coverage:**

Physicians who provide on-call coverage to the Level 1 trauma center, may receive additional shift compensation over and above a pre-determined amount consistent with the employee's contract for employment.

**Annual Evaluations:**
Employee performance will be evaluated on an annual basis. The annual evaluation cycle shall be based on fiscal year (July 1 - June 30). All Productivity Plan employees shall have a common review date of September 1st unless otherwise established by the CEO.

**Work Schedules:**
All Physicians, Nurse Practitioners and Physician Assistants are salaried, exempt employees. Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status. Each employed physician will also be provided a Clinical FTE (CFTE) status in his or her employment contract, which shall designate the dedicated time spent providing his or her professional services. The difference between a physician's CFTE status and the FTE shall be utilized on administrative and/or teaching time, and the Annual wRVU Threshold shall be prorated accordingly.

~~**Consolidated Annual Leave (CAL):**~~
~~CAL provides employees paid leave for purposes of holidays, vacation time, sick time, and/or time off for personal and family matters. All CAL taken must be approved by the appropriate Medical Director or c-suite leader.~~

~~Accrual: Eligible employees shall accrue CAL at the following rates based on full-time employment. Accruals are pro-rated for part-time service.~~

| ~~Length of Service~~ | ~~Rate of Accrual (full-time employee)~~ |
|---|---|
| ~~0-90 days~~ | ~~3.08 hrs/pay period~~ |
| ~~91 days-12 months~~ | ~~5.28 hrs/pay period~~ |
| ~~13 months-48 months~~ | ~~8.31 hrs/pay period~~ |
| ~~49 months-108 months~~ | ~~9.85 hrs/pay period~~ |
| ~~109 months and over~~ | ~~11.39 hrs/pay period~~ |

~~Upon completion of the 90th day of employment, the employee's CAL Bank will be credited with an additional twelve (12) hours. Upon completion of the twelfth month of employment, the employee's CAL Bank will be credited with an additional 80 hours.~~

~~CAL may not be accumulated to exceed 320 hours as of the employee's anniversary date. The rules governing the use of CAL time shall be consistent with those set forth by Human Resources Policies and Procedures.~~

**Consolidated Annual Leave (CAL) / Administrative Leave Days (ALDs):**

The Chief Executive Officer (or designee) shall determine if a Physician Provider classification covered by this Compensation & Benefits Plan will:

1. Accrue CAL in accordance with the hospital's standard human resources policies & procedures; or,
2. Participate in the ALD program as defined below.

*Physicians*

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's human resources policies and procedures. Instead, each part-time or full-time Physician Provider shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs include sick days, holidays, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the ~~Medical Director~~ Chief Operating Officer (or designee) over the service line.

ALDs will be awarded upon hire or designation of the classification, and thereafter each January 1st of the following calendar year. Employees designated under this Plan will receive ALDs as follows:

| Employment Status | # of ALDs |
|---|---|
| Part-Time | 15 |
| Full-Time | 30 |

Employee's time-off may differ in accordance with his or her at-will employment agreement. Physician Providers accruing CAL in a classification that is later designated to receive ALD instead of CAL will retain any accrued CAL time, and will be required to exhaust such time prior to use of any ALDs. Previously accrued CAL may not be converted to compensation, nor is it paid out upon separation of employment.

*Non-Physician Providers*

Full & part time Non-Physician Providers under this Compensation Plan will continue to accrue and use CAL consistent with the hospital's Human Resources Policies and Procedures.

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**Extended Illness Bank (EIB):**

The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

**Miscellaneous Leaves:**
Miscellaneous Leaves such as jury/court duty, military leave, bereavement leave, family leave, etc. shall be administered in accordance with Human Resources Policies and Procedures.

**Group Insurance:**
UMC provides medical, dental and life insurance to all employees covered by this plan. To be eligible for group insurance, an employee must occupy a regular budgeted position and work the required hours to meet the necessary qualifying periods associated with the insurance program.

Employees will have deducted each pay period an approved amount from their compensation for employee insurance, or other elected coverages. Amounts are determined by UMC and approved by the UMC Governing Board. Rules governing the application and administration of insurance benefits shall be consistent with those set forth by Human Resource Policies and Procedures.

**Retirement:**
Employees are covered by the Nevada Public Employees Retirement System. UMC pays the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, [shall/may] be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution [will/may] result in a corresponding increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. Retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

**Continuing Medical Education (CME):**

UMC will pay a $2,500 CME stipend (Stipend), less appropriate withholdings each January for qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. To qualify for the Stipend, the employee must be in an eligible classification ~~and successfully pass their probationary period before January 1st prior to the issuance of the Stipend~~. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend.

All training, travel and lodging must be pre-approved by the Chief Operating Officer, Medical Director and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy.

In the event an employee is on leave or FMLA, the employee is not eligible to take CME.

**Conflict of Interest:**
Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

All other provisions of the conflict of interest policy shall be as defined and described in the Human Resources Policy and Procedures Manual titled Ethical Standards and the UMC Medical and Dental Staff Bylaws.

**Professional Standards:**
Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allow employees to maintain a professional standard of quality, safe patient care, and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

UMC is a teaching facility. To that extent, physician employees may be required to supervise or co-sign medical records for mid-level providers or residents who are in a recognized residency program, such as the UNLV School of Medicine Residency Program.

UMC shall provide interpretive services in designated exam rooms. Physician employees are required to use the interpretive services provided through UMC.

No Physician employee shall unreasonably and without good cause fail to provide care to patients. Any patient complaint received in writing shall be administered pursuant to UMC Administrative Policy, as modified from time to time. The employee shall be required to meet with the Patient Advocate and/or the Medical Director so that a response, if any, may be prepared. The affected employee shall receive a copy of any written response. If any discipline is administered, just cause standards and the appropriate sections of the Human Resources Policies and Procedures Manual shall apply.

All Physicians will follow the UMC Code of Conduct for Corporate Compliance. This includes completing a Medicare Enrollment Application – Reassignment of Medicare Benefits (CMS-855R) form.

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

Pursuant to Nevada Revised Statutes Chapter 41, UMC will indemnify an employee whose acts or omissions are within the course and scope of his or her employment and will thereafter continue to cover (without cost to the employee) and provide each employee with a statement of indemnification and certificate of insurance issued by UMC, as needed as evidence of insurance coverage provided for all employees under the hospital's self-funded insurance policy. As such, each employee is covered for professional liability and general liability purposes, in accordance with Chapter 41 of the Nevada Revised Statutes, by the certificate of insurance and statement of indemnification.

## Appendix 1 *

## Pay Grades and Annual wRVU Threshold

| Position | Base Salary Range | wRVU Threshold | wRVU Rate | Max TCC |
|---|---|---|---|---|
| **SPECIALTY – ORTHOPEDICS** | | | | |
| ***Experienced/Board Certified*** | | | | |
| Trauma Surgeon | $510,016 - $600,017.60 | 9,081 | $73.46 | $930,000 |
| Ortho Specialty | $476,008 - $560,019.20 | 10,639 | $67.31 | $930,000 |
| Ortho – Medical | $246,500.80 - $290,014.40 | 6,579 | $56.54 | $572,000 |
| ***Board Eligible*** | | | | |
| Trauma Surgeon | $408,012.80 - $480,001.60 | 7,265 | $73.46 | $930,000 |
| Ortho Specialty | $380,806.40 - $448,011.20 | 8,511 | $67.31 | $930,000 |
| Ortho – Medical | $197,204.80 - $232,003.20 | 5,263 | $56.54 | $572,000 |
| NP/PA | $93,516.80 - $110,011.20 | 1,964 | $65.16 | $145,000 |
| **SPECIALTY – CARDIO VASCULAR** | | | | |
| ***Experienced/Board Certified*** | | | | |
| CVT Surgeon | $609,502.40 - $717,704.00 | 9,426 | $73.62 | $1,060,000 |
| Vascular | $462,009.60 - $543,400.00 | 8,998 | $59.35 | $815,000 |
| ***Board Eligible*** | | | | |
| CVT Surgeon | $488,009.60 - $574,017.60 | 7,541 | $73.62 | $1,060,000 |
| Vascular | $370,011.20 - $435,011.20 | 7,198 | $59.35 | $815,000 |
| NP/PA | $120,515.20 – $142,001.60 | 2,084 | $58.19 | $183,500 |
| **SPECIALTY – NEURO** | | | | |
| ***Experienced/Board Certified*** | | | | |
| Neurosurgeon | $571,209.60 - $672,006.40 | 9,740 | $84.22 | $1,035,000 |
| ***Board Eligible*** | | | | |
| Neurosurgeon | $457,308.80 - $538,012.80 | 8,000 | $84.22 | $1,035,000 |
| NP/PA | $96,907.20 - $114,004.80 | 1,534 | $80.06 | $145,000 |

**Appendix 1 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon wRVU rates and Annual wRVU Thresholds that are consistent with the terms of this Productivity Plan.*

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

| | | |
|---|---|---|
| **Issue:** | **Primary and Urgent Care Physician and Non-Physician Provider Compensation and Benefits Plan** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board approve the amended Primary and Urgent Care Physician and Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

UMC is proposing to make the following change to the Primary and Urgent Care Physician and Non-Physician Provider Compensation and Benefits Plan:

**Page 3:**

- Change quarterly not to exceed amounts to reflect new incentive plan for Quick Care
- Clarify language regarding supervision of non-physician providers stipend
- Added non-physician provider under minimum performance threshold

**Page 6-7**

- Replaced CME language with new CME Stipend process language

**Page 10-13**

- Strike existing Quick Care Incentive Language and replace with new chart on page 13

Cleared for Agenda
May 31, 2023

Agenda Item #

**8**

# UNIVERSITY MEDICAL CENTER

# PRIMARY AND URGENT CARE PHYSICIAN AND NON-PHYSICIAN PROVIDER COMPENSATION AND BENEFITS PLAN

## July 1, 2023

Mason VanHouweling - Chief Executive Officer

**UNIVERSITY MEDICAL CENTER**
**PRIMARY AND URGENT CARE PHYSICIANS AND NON-PHYSICIAN PROVIDER COMPENSATION AND BENEFITS PLAN**

**Plan Document and Employees Covered:**
This plan document identifies the compensation and benefits structure for Physician employees in the following classifications:

- Primary Care Physician
- Urgent Care Physician
- Nurse Practitioner
- Physician Assistant

Such employees will be referred to as "employee" or "employees" in this document. This document replaces any and all previous communications regarding Physician and Mid-Level compensation and benefits.

University Medical Center retains the rights to add, modify, or eliminate any compensation or benefit contained within this plan document with the final approval of the UMC Governing Board. This document is not to be construed as a contract between UMC and any employee covered by the terms and conditions stated herein.

**Fair Labor Standards Act (FLSA) Exemption:**
Employees covered by this plan document are not authorized overtime compensation under the FLSA due to their professional exemption.

**New Hires:**
Employees hired into the Physician and Non-Physician Provider Compensation and Benefits Plan from outside UMC employment shall normally serve a six (6) month probationary period. An additional six (6) month extension may be required based on the results of the six (6) month probationary review. Newly hired employees may be eligible for a sign-on bonus.

**Per Diem Employees:**
Per diem employees (Physicians, Nurse Practitioners and Physician Assistants in Urgent Care only) receive payment for shifts or partial shifts worked only. Per diem employees are not eligible to receive benefits or bonuses under this compensation plan.

**Compensation and Benefits:**
Salary Adjustments: Salary adjustments within a given grade and range may be approved and modified by the Chief Executive Officer (CEO). Total compensation for employees (sign on bonus, salary, incentive bonus) will not exceed fair market value for service providers.

UMC reserves the right to adjust the compensation within a given salary range and grade based on market information or other justifications approved by the UMC CEO. Human Resources will perform a review of market information as needed and make any necessary recommendations to the CEO.

Unless modified by the provisions of this compensation and benefits plan, employees will be granted the same benefits provided through the Human Resources Policies and Procedures Manual.

**Annual Evaluations and Salary Increases:**
Employees shall be eligible for merit salary adjustment(s) at the sole discretion of the CEO or his/her designee. Merit salary adjustment(s) shall be at the discretion of the CEO and the merit adjustment shall not cause the employee's salary to exceed the top of the salary range. The total amount available for salary adjustments shall be established annually as part of the normal budgetary process.

Merit increases shall be based on an annual evaluation cycle.

The annual evaluation cycle shall be based on fiscal year (July 1 - June 30). All Physician and Mid-Level Compensation Plan employees shall have a common merit review date of September 1st unless otherwise established by the CEO.

**Work Schedules and Bonus Eligibility:**
Work schedules are determined based on a designated Full Time Equivalent (FTE) status. Employees designated as less than a 1.0 FTE are eligible for salary and benefits prorated based on FTE status. Employees are expected to be available to work their full, designated FTE status.

Primary Care Physicians, Nurse Practitioners and Physician Assistants are salaried, exempt employees. Employees may be provided additional compensation for working additional shifts or partial shifts in Urgent Care as needed and approved by the Medical Director. Additional time worked cannot be during their scheduled work hours in Primary Care. Employees will be held to the Urgent Care minimum threshold if working shifts in Urgent Care but will not be eligible for any Urgent Care bonuses. Primary Care Physicians, Nurse Practitioners and Physician Assistants are eligible for the Primary Care Incentive Pay listed in Appendix A.

Urgent Care Physicians, Nurse Practitioners and Physician Assistants are hourly, exempt employees. Employees may be provided additional compensation for working additional shifts or partial shifts in Urgent Care as needed and approved by their Medical Director. For additional hours worked, these employees will be paid their regular hourly rate and are not entitled overtime compensation. Urgent Care Physicians, Nurse Practitioners, and Physician Assistants are eligible for the Urgent Care Incentive Pay listed in Appendix A.

**Performance Based Incentives:**
Employees must complete at least three (3) months employment following the completion of probation to qualify for the first incentive bonus. Bonuses are issued on a quarterly basis not to exceed ~~$10,000~~ (Primary Care Physician) ~~$15,000~~ (Quick Care Physician) and $7,500 (Mid-Level) each quarter of the year. Appendix A establishes the criteria and weighting to reward employee performance. Providers must be employed at the time of payout to receive his/her bonus.

**Workload Credit**: Providers will be given workload credit only as the primary caregiver for personally performed services. For example, physicians who supervise non-physician providers will NOT receive workload credit for that patient's care. That patient's workload credit belongs to the provider delivering that primary care. Appeal: Any employee who has a dispute regarding their incentive pay may forward in writing an appeal within thirty (30) days from receipt of the incentive pay to the Chief Operating Officer, or his or her designee. The appeal will be reviewed by the COO and a recommendation presented to the Chief Human Resources Officer.

The decision of the Chief Operating Officer and Chief Human Resources Officer is final.

**Supervision of Non-Physician Provider Stipend:**
An eligible Physician ~~employee~~ will receive a $1,000 per month stipend (less appropriate withholdings) per 1.0 FTE ~~stipend~~ when a non-physician provider is working under their ~~his/her~~ supervision. ~~Those supervising~~ Supervision of a Non-Physician Provider of less than a 1.0 FTE will receive ~~be provided~~ a stipend of $100 for each 0.1 FTE. The supervisory stipend will not exceed $1,000 per month, per physician.

**Minimum Performance Threshold:**
Primary Care Physicians & Non-Physician Providers will be subject to disciplinary action for any two consecutive pay periods the employee fails to meet the minimum threshold. Employees falling below a performance threshold of an average 18 patients per fully

scheduled clinic day for any six pay periods in the previous 12-month period (rolling 12 months) will be subject to discipline, up to and including termination.

Urgent Care Physicians & Non-Physician Providers will be subject to disciplinary action for any two consecutive pay periods where the employee fails to meet the minimum threshold. Employees falling below a performance threshold of an average of 2.5 visits per hour for any six pay periods in the previous 12-month period (rolling 12 months) will be subject to discipline up to and including termination.

**Longevity:**

Employees hired on or after July 17, 2004, are not eligible for longevity pay. The following applies only to employees hired before July 17, 2004.

Periods of regular full-time employment and regular part-time employment with UMC shall be considered as creditable service for the purpose of computing longevity eligibility. All previous full-time or part-time employment that was terminated under honorable conditions, provided that no more than six (6) months lapsed between any periods of separation and re-entering UMC employment, will be considered creditable service. Any period in which an employee, while employed by UMC, is called into the active military service of the United States Armed Forces involuntarily will be considered as creditable service for compensation of longevity pay.

Employees shall be eligible for longevity pay after completion of eight (8) years of creditable service.

The longevity payment shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below condition where applicable. Longevity payments shall be prorated from the anniversary hire date, as adjusted, for eligible employees separated for any reason.

Longevity rates for eligible full-time and part time employees shall be paid at the rate of .57 of 1% of the base salary.

Any period that an employee is on any leave of absence without pay for more than thirty (30) calendar days will be deducted from the creditable service for longevity pay regardless of the reason for the unpaid leave period, except for approved Family and Medical Leave (FMLA).

**Consolidated Annual Leave (CAL):**

CAL provides employees paid leave for purposes of holidays, vacation time, sick time, and/or time off for personal and family matters. All CAL taken must be approved by the appropriate Medical Director.

Accrual**:** Eligible employees shall accrue CAL at the following rates based on full-time employment. Accruals are pro-rated for part-time service.

| Length of Service | Rate of Accrual (full-time employee) |
|---|---|
| 0-90 days | 3.08 hrs/pay period |
| 91 days – 12 months | 5.28 hrs/pay period |
| 13 months – 48 months | 8.31 hrs/pay period |
| 49 months – 108 months | 9.85 hrs/pay period |
| 109 months and over | 11.39 hrs/pay period |

Upon completion of the 90th day of employment, the employee's CAL Bank will be credited with an additional twelve (12) hours. Upon completion of the twelfth month of employment, the employee's CAL Bank will be credited with an additional 80 hours.

CAL may not be accumulated to exceed 320 hours as of the employee's anniversary date. The rules governing the use of CAL time shall be consistent with those set forth by Human Resources Policies and Procedures.

**Extended Illness Bank (EIB):**

The rules governing the use of EIB leave time shall be consistent with those set forth by Human Resource Policies and Procedures.

**Miscellaneous Leaves:**
Miscellaneous Leaves such as jury/court duty, military leave, bereavement leave, family leave, etc. shall be administered in accordance with Human Resources Policies and Procedures.

**Group Insurance:**
UMC provides medical, dental and life insurance to all employees covered by this plan. To be eligible for group insurance, an employee must occupy a regular budgeted position and work the required hours to meet the necessary qualifying periods associated with the insurance program.

Employees will have deducted each pay period an approved amount from their compensation for employee insurance, or other elected coverages. Amounts are determined by UMC and approved by the UMC Governing Board. Rules governing the application and administration of insurance benefits shall be consistent with those set forth by Human Resource Policies and Procedures.

**Retirement:**
Employees are covered by the Nevada Public Employees Retirement System. UMC pays the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by UMC and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding

increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective. Retirement contribution does not include any payment for the purchase of previous credit service on behalf of any employee.

**Emergency Staffing Incentives:**
The Chief Executive Officer, at his sole discretion, may implement additional short-term incentives and pay arrangements in the event of staffing emergencies.

**Continuing Medical Education (CME):**
~~Employees may receive time off and reimbursement for Continuing Medical Education based on the following guidelines:~~

~~a. Upon completion of the probationary period, in a full or part time capacity, an employee shall be allowed up to 40 hours of paid education time (as determined by the employee's FTE status) to attend CME courses per calendar year. Such courses shall be for the purpose of obtaining credit toward state license renewal (including courses which improve knowledge, skills, and/or performance as a physician), maintenance of board certification, and/or membership in the society representing the board of certification. Employees may earn and receive payment up to these 40 hours for CME earned at any time, including during times when online CMEs are earned. The 40-hourCME (training) credit may not be exceeded and will not roll over at the end of the fiscal year. Providers attending meetings as required by UMC for educational and administrative training are not provided additional compensation for attending meetings outside of the allocated time for CME.~~

~~b. Each hour of pay requested shall be substantiated with documentation of the earned CME hours on a one to one (1:1) basis.~~

~~c. An employee shall be reimbursed a maximum of $2,500 in direct costs related to obtaining CME credits. Direct costs must be accounted for and submitted pursuant to the UMC training and travel policy. The employee must submit all original receipts to substantiate these costs upon completion of the training. Direct costs for attending CME courses include the following:~~

~~i. cost of course tuition;~~

~~ii. travel expenses (transportation to and from training site, if outside the metropolitan Las Vegas area) the use of a personal vehicle outside Clark County is expressly prohibited;~~

~~iii. lodging expenses incurred to attend non-local courses;~~

~~iv. food expenses incurred (excluding alcohol), not to exceed the maximum allowable limits identified in the hospital's policy when attending a non-local course;~~

~~v. other reasonable expenses that are documented and pertain to the CME program attended upon pre-approval by the administrative division head.~~

~~All training, travel and lodging must be pre-approved by the Chief Operating Officer, Medical Director and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy.~~

~~In the event an employee is on leave or FMLA, the employee is not eligible to take CME.~~

UMC will pay a $2,500 CME stipend (Stipend), less appropriate withholdings each calendar year in January for a qualified employee upon the employee's execution of UMC's CME Stipend Attestation form. The Stipend is available to a UMC employed licensed independent provider including, but not limited to, physician, nurse practitioner, physician assistant, CRNA and dentist. At its sole discretion, UMC may identify other independent providers that qualify for the Stipend. Qualified employees may also request up to 40 hours of paid release time each calendar year to attend CME related activities. Approval of such time is at the sole discretion of UMC leadership.

All training, travel and lodging must be pre-approved by the Chief Operating Officer, Medical Director and such other person(s) as may be required by the COO and Medical Director pursuant to the hospital's training and travel policy. In the event an employee is on leave or FMLA, the employee is not eligible to take CME release time.

**Conflict of Interest:**

Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

All other provisions of the conflict of interest policy shall be as defined and described in the Human Resources Policy and Procedures Manual titled Ethical Standards and the UMC Medical and Dental Staff Bylaws.

**Professional Standards:**

Quality and safe patient care and the highest professional standards are the major goals of UMC and its facilities. To that end, UMC agrees to make every reasonable effort to provide a work environment that is conducive to allow employees to maintain a professional standard of quality, safe patient care, and patient confidentiality. Employees shall be required to conduct themselves in a professional manner at all times.

UMC is a teaching facility. To that extent, physician employees may be required to supervise or co-sign medical records for other physicians or mid-level providers who are in a recognized residency program, such as the UNLV School of Medicine Residency Program.

UMC shall provide interpretive services in designated exam rooms. Physician employees are required to use the interpretive services provided through UMC.

No Physician employee shall unreasonably and without good cause fail to provide care to patients. Any patient complaint received in writing shall be administered pursuant to UMC Administrative Policy, as modified from time to time. The employee shall be required to meet with the Patient Advocate and/or the Medical Director so that a response, if any, may be prepared. The affected employee shall receive a copy of any written response. If any discipline is administered, just cause standards and the appropriate sections of the Human Resources Policies and Procedures Manual shall apply.

All Physicians will follow the UMC Code of Conduct for Corporate Compliance. This includes completing a Medicare Enrollment Application – Reassignment of Medicare Benefits (CMS-855R) form.

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

Pursuant to Nevada Revised Statutes Chapter 41, UMC will indemnify an employee whose acts or omissions are within the course and scope of his or her employment and will thereafter continue to cover (without cost to the employee) and provide each employee with a statement of indemnification and certificate of insurance issued by UMC, as needed as evidence of insurance coverage provided for all employees under the hospital's self-funded insurance policy. As such, each employee is covered for professional liability and general liability purposes, in accordance with Chapter 41 of the Nevada Revised Statutes, by the certificate of insurance and statement of indemnification.

**Appendix A**

**Performance Based Incentive Plan**

Incentive bonuses are paid quarterly based on the previous quarter's performance for personally performed services. Quality metrics are established and communicated in writing to physicians on a fiscal year basis. See the below chart for eligibility, criteria, and payment amounts. The CEO may adjust levels of incentive metrics base on changes in aggregate performance. Providers must be employed at the time of payout to receive his/her bonus.

| | | | |
|---|---|---|---|
| **Primary Care Physicians (Maximum Annual Incentive Amount- $40,000)** | | | |
| Performance based on Visits | | | |
| A. Panel Size Weight 23% of maximum annual amount =$9,200 | | | |
| | Panel Size | % of Maximum Annual Amount Quarter | Total $ Amount Quarter |
| i. | Less than or equal to 800 | 0.00% | $0 |
| ii. | 801-925 | 6.25% | $575 |
| iii. | 926-1,050 | 12.5% | $1,150 |
| iv. | 1,051-1,999 | 18.75% | $1,725 |
| v. | More than or equal to 2,000 | 25.00% | $2,300 |
| B. Average Number of Completed Visits Per Day ( Weight 38% of maximum annual equals $15,200) | | | |
| i. | Less than or equal to 18 | 0.00% | $0 |
| ii. | 19-20 | 6.25% | $950 |
| iii. | 21-23 | 12.5% | $1,900 |
| iv. | 24-26 | 18.75% | $2,850 |
| v. | More than or equal 27 | 25.00% | $9,800 |
| Quality (Weight 23% of maximum annual amount equals $9,200) | | | |
| i. | Depression Screening | 90% | $2,300 |
| Citizenship Leadership: Committee Participation (Weight 16% Maximum annual amount equals $6,400) | | | |
| Citizenship/Leadership: Committee Participation (Weight 16% of maximum annual amount equals $6,400) | | | |
| i. | No Participation | 0% | $0 |
| ii. | Yes Participation | 25% | $1,600 |
| | | | |

| | | | |
|---|---|---|---|
| ~~**Quick Care Physicians ( Maximum Annual Incentive Amount $40,000)**~~ | | | |
| ~~Performance based on Visits (Weight 61% of maximum annual amount equals $24,400)~~ | | | |
| ~~i.~~ | ~~2.00-2.49~~ | ~~0.00%~~ | ~~$0~~ |
| ~~ii.~~ | ~~2.5-2.99~~ | ~~6.25%~~ | ~~$1,525~~ |
| ~~iii.~~ | ~~3.00-3.49~~ | ~~12.5%~~ | ~~$3,050~~ |
| ~~iv.~~ | ~~3.50-3.99~~ | ~~18.75%~~ | ~~$4,575~~ |
| ~~v.~~ | ~~4+~~ | ~~25.00%~~ | ~~$6,100~~ |
| ~~Quality (Weight 23% of maximum annual amounts equals $9,200~~ | | | |
| ~~i.~~ | ~~Depression Screening~~ | ~~90%~~ | ~~$2,300~~ |
| ~~Citizenship Leadership: Committee Participation (Weight 16% Maximum annual amounts to $6,400)~~ | | | |
| ~~i.~~ | ~~No Participation~~ | ~~0%~~ | ~~$0~~ |
| ~~ii.~~ | ~~Yes Participation~~ | ~~25%~~ | ~~$1,600~~ |

~~**The QC Mid-levels will mirror that of the Physicians capped at $20,000 using the same 4 measures as the physicians.**~~

- ~~Performance based on volume [Weight at: 40% of Maximum annual amount equals $8,000]~~

| ~~Patients see per hour~~ | ~~% of Max Annual~~ | ~~Total Amt/Qtr~~ |
|---|---|---|
| ~~3.00-3.24~~ | ~~0.00%~~ | ~~$0~~ |
| ~~3.25-3.49~~ | ~~6.25%~~ | ~~$500~~ |
| ~~3.50-3.74~~ | ~~12.50%~~ | ~~$1,000~~ |
| ~~3.75-3.99~~ | ~~18.75%~~ | ~~$1,500~~ |
| ~~4.0+~~ | ~~25%~~ | ~~$2,000~~ |

- ~~Composite patient satisfaction [Weight :35% equals $7,000]~~

| ~~Less than 89~~ | ~~0.00%~~ | ~~$0~~ |
|---|---|---|
| ~~90-91~~ | ~~6.25%~~ | ~~$437~~ |
| ~~92-93~~ | ~~12.50%~~ | ~~$875~~ |
| ~~94-95~~ | ~~18.75%~~ | ~~$1,320~~ |
| ~~Above 96~~ | ~~25%~~ | ~~$17,500~~ |

- ~~Citizenship/leadership [Weight: 10% equals $2,000]~~

~~Participation~~

| ~~No~~ | ~~0.00%~~ | ~~$0~~ |
|---|---|---|
| ~~Yes~~ | ~~25%~~ | ~~$1,000~~ |

- ~~Quality [Weight: 15% equals $3000]~~

| ~~Number of Metrics Met~~ | ~~Max Annual Amount~~ | ~~Total Qtr/Amt~~ |
|---|---|---|
| ~~Antibiotics-40%~~ | ~~1,000~~ | ~~335.00~~ |
| ~~Ottawa Rules-60%~~ | ~~1,000~~ | ~~335.00~~ |
| ~~Depression Screening-90%~~ | ~~1,000~~ | ~~335.00~~ |

**The PC Mid-levels will be capped at $20,000 using 3 measures as follows: Paid per quarter**

- Average Number of completed Visits/day [ Weight:40% of maximum annual amount equals $8000.00]

| Less than 10 | 0.00% | $0 |
|---|---|---|
| 10 | 6.25% | $500 |
| 11-12 | 12.50% | $1,000 |
| 13 | 18.75% | $1,480 |
| Above 13 | 25% | $2,200 |

- Composite Patient Satisfaction Score [Weight :40% Of Maximum annual equals $8,000]

| | | |
|---|---|---|
| Less than 89 | 0.00% | $0 |
| 90-91 | 6.25% | $500 |
| 92-93 | 12.50% | $1,000 |
| 94-95 | 18.75% | $1,480 |
| Above 96 | 25% | $2,000 |

- Citizenship: [Weight :20% equals $4,000.00]
  Participation

| | | |
|---|---|---|
| No | 0.00% | $0 |
| Yes | 25% | $1,000 |

| Quick Care Physicians Incentive Amount $ 60,000 | | | |
|---|---|---|---|
| A. Performance based on Vists ( Weight 40% of maximum annual amount equals $24,000) | | | |
| | Patients seen /hr | Percentage | Total $ Amt/Qtr |
| i. | 2.00-2.49 | 0% | $0 |
| ii. | 2.5-2.99 | 12.50% | $3,000 |
| iii. | 3.00-3.49 | 18.75% | $4,500 |
| iv. | 3.5 + | 25% | $6,000 |
| B. Quality ( Weight 20% of maximum annual amount equals $12,000) | | | |
| i. | Depression Screening | Less than or equal to 90% | $1,000 |
| ii. | Smoking Cessation | >60% | $1,000 |
| iii. | Hypertension | >60% | $1,000 |
| C. Citizenship / Chart Completion ( Weight 40% Maximum annual equals $24,000) | | | |
| i. | Meeting Attendance >75% | 15% | $900 |
| ii. | Patient Experience > 85% | 15% | $900 |
| iii. | Availibility | 30% | $1,800 |
| iv. | CDI (Chart Completion, Open Charts) | 40% | $2,400 |

| Quick Care Mid-Levels capped at $30,000 | | | |
|---|---|---|---|
| A. Performance based on Visits ( Weight 40% of maximum annual amount equals $12,000) | | | |
| | Patients seen /hr | % of Max Annual | Total Amt/Qtr |
| i. | 2.00-2.49 | 0% | $0 |
| ii. | 2.5-2.99 | 12.5% | $1,500 |
| iii. | 3.00-3.49 | 18.75% | $2,250 |
| iv. | 3.50 + | 25% | $3,000 |
| B. Quality ( Weight 20% of maximum annual amount equals $6,000) | | | |
| | Depression Screening | Less than or equal to 90% | $500 |
| | Smoking Cessation | >60% | $500 |
| | Hypertension | >60% | $500 |
| C. Citizenship / Chart Completion ( Weight 40% Maximum annual equals $12,000) | | | |
| i. | Meeting Attendance >75% | 15% | $450 |
| ii. | Patient Experience > 85% | 15% | $450 |
| iii. | Availibility | 30% | $900 |
| iv. | CDI (Chart Completion, Open Charts) | 40% | $1,200 |

Field Code Changed

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

| | | |
|---|---|---|
| **Issue:** | **Ratify Letter of Agreement with Health Plan of Nevada, Inc.** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board ratify the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 1/2/2023 to 12/31/2025
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause

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

**BACKGROUND:**

This request is for ratification of the Letter of Agreement ("LOA") with Health Plan of Nevada, Inc. ("Health Plan") to establish reimbursement rates for orthopedic and anesthesiology services provided to HPN members during the period of November 1, 2022 through March 31, 2023. The LOA was entered into immediately so that UMC could take advantage of immediate billing for services.

UMC's Director of Managed Care has reviewed and recommends ratification of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
May 31, 2023

Agenda Item #
**9**

HEALTH PLAN OF NEVADA
A UnitedHealthcare Company

Thursday, May 4, 2023

ATTN: ROSE COKER, MBA, DIRECTOR, UMC

RE: Health Plan of Nevada, Inc. Letter of Agreement

This Letter of Agreement sets forth the terms and conditions under which Health Plan of Nevada, Inc. (hereinafter referred to as "COMPANY") and University Medical Center (hereinafter referred to as "PROVIDER") enter into an Agreement by which COMPANY shall make payment towards PROVIDER's bill for medical services, subject to the terms of the Health Plan of Nevada, Inc. Member's benefit plan.

The terms and conditions of the Agreement between COMPANY and PROVIDER are set forth below:

PROVIDER agrees to render medically necessary covered services. PROVIDER agrees to obtain prior authorization from COMPANY prior to rendering services. PROVIDER agrees to verify Member's eligibility and benefits. Reimbursement is subject to prior authorization, medical necessity and Member's eligibility and benefits.

PROVIDER and COMPANY mutually agree upon service and contracted amount as follows:

For Medically Necessary Services rendered by PROVIDER, COMPANY shall reimburse PROVIDER less applicable copayments, coinsurance and or deductibles as indicated below:

**Provider: University Medical Center**
**TIN: 886000436**
**Plans: Health Plan of Nevada; Sierra Health and Life; Health Plan of Nevada Medicaid**

**Effective Date: November 01, 2022 through March 31, 2023.**

**Orthopedic - % of the Medicare Allowable**
**Anesthesiology - CPT codes 00100-01999 - $ per ASA unit**

PROVIDER agrees to look only to COMPANY or its designated third party administrator for compensation for the medically necessary prior authorized covered services except for applicable copayment, coinsurance, deductible charges, and/or disallowed charges. PROVIDER agrees to hold harmless COMPANY, insured, and/or the above described patient from responsibility for payment of any balance between PROVIDER bill and the mutually agreed upon contracted amount listed above.

PROVIDER agrees to submit claim(s) to COMPANY at the following address with a copy of this letter of agreement:

Health Plan of Nevada, Inc.
Claims Department
PO Box 15645
Las Vegas, NV 89114-5645

PROVIDER agrees to furnish complete UB-92 or its successor and/or CMS 1500 claim forms to COMPANY for adjudication and payment.



PROVIDER agrees to reimburse COMPANY within thirty (30) days of written notification from COMPANY for any overpayment to PROVIDER made by COMPANY.

In the event that COMPANY is not the primary payer, the discounted fee for services will also apply to COMPANY as secondary payer.

HEALTH PLAN OF NEVADA
A UnitedHealthcare Company

PROVIDER shall submit claims for all Covered Services directly to COMPANY within thirty (30) days of the date of service but, in any event, no later than ninety (90) days following the date of service. Claims which are not submitted within this timely filing period or with incomplete or inaccurate information shall not be honored for payment. PROVIDER agrees not to bill COMPANY or Member for services associated with such claims. This provision shall not apply to any claim wherein COMPANY was the cause of the delay. PROVIDER certifies the accuracy, completeness and truthfulness of claims and/or encounter data.

COMPANY RESPONSIBILITY

COMPANY and PROVIDER agree that COMPANY shall adjudicate and pay PROVIDER's clean claim for medically necessary covered services in accordance with applicable state and federal guidelines and in accordance with COMPANY's claims processing procedures and guidelines.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by the undersigned, the same being duly authorized to do so.

| **HEALTH PLAN OF NEVADA, INC.** | **PROVIDER** |
|---|---|
| | University Medical Center of Souther Nevada |
| Authorized Signature | Authorized Signature |
| | |
| Print Name | Print Name and Title |
| | Mason Van Houweling Chief Executive Officer |
| Title | Date |
| | |
| Date | Tax ID Number |
| | |
| | NPI Number |
| | |
| | Billing/Remittance Address |

***Please countersign this Letter of Agreement on the space provided above and email back to my attention at Contracting@sierrahealth.com. Your signature below will represent your agreement to abide by the terms and conditions expressed in this Letter of Agreement.***

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

***Business Designation Group*** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), 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 Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

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

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



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

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

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

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| **Business Entity Type (Please select one)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☑ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ 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:** | United Healthcare Services, Inc. | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | 9900 Bren Road East | **Website:** |
| **City, State and Zip Code:** | Minnetonka, MN 55343 | **POC Name:** **Email:** |
| **Telephone No:** | | **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) |
|---|---|---|
| UnitedHealth Group Incorporated | Delaware Corporation (publicly traded as UHN) | 100% |
| | | |
| | | |

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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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 — Print Name: Heather Lang

Title: Asst. Secretary — Date: 11/15/22



REVISED 7/25/2014

# 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 |
|---|---|---|---|
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* 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 to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions** | **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 Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment – Same term
Amount: Amendment – Revenue based on volume
Out Clause: 90 days w/o cause

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

**BACKGROUND:**

On August 1, 2016, UMC entered into a Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions ("Anthem") for services UMC provides to Anthem's members.

This Amendment requests to add a new reimbursement rate schedule for Anthem's Medicaid members for anesthesia services.

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 31, 2023

Agenda Item #
**10**

**AMENDMENT**
**TO THE**
**ANTHEM BLUE CROSS AND BLUE SHIELD HEALTHCARE SOLUTIONS**
**HOSPITAL AGREEMENT**
**PLAN PAYMENT SHEDULE ATTACHEMENT**

Effective January 1, 2023, THE HOSPITAL AGREEMENT ("Agreement") that was made and entered into by and between Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions (Anthem) and University Medical Center of Southern Nevada (Facility) dated August 1, 2016 (Effective Date), is hereby amended as follows;

**WHEREAS**, Anthem and Facility desire to amend the Agreement as set forth below in order that the Agreement, as amended is acceptable to both parties; and

**NOW THEREFORE**, the parties agree to amend the agreement by replacing the following language in the Facility Agreement and the PLAN PAYMENT SCHEDULE ATTACHMENT with the following:

1. Applicable Anthem Rate. For Inpatient Services and Outpatient Services rendered on or after the Effective Date of this Agreement, the applicable Anthem Rate for all Plans is pursuant to this Plan Payment Schedule. Reimbursement shall be the lesser of Facility Charges or the Anthem Rate set forth herein.

| MEDICAID | | | |
|---|---|---|---|
| **ACUTE CARE HOSPITAL** | | | |
| **Service Description** | **Billing Code** | **Rate** | **Method** |
| Inpatient Services | Applicable Revenue Codes | of Nevada Medicaid Published Rates | Per Diem |
| Outpatient Surgical Services | Revenue Codes 0360-0362, 0369, 0490-0499, 0720-0729, 0750, 0790, 0810, 0819 with applicable CPT/HCPCS codes | of the Nevada Medicaid ASC Hospital Based Outpatient Surgery | Per Case |
| Observation Stay | Revenue Code 0762 with CPT/HCPCS Code | $ | Per Hour (minimum of 6 hours and maximum of 48 hours) |
| Other Outpatient Services | Applicable Revenue Codes with CPT/HCPCS Code | % of the Nevada Outpatient Fee Schedule | Per Service |
| Drugs and Biologicals | Revenue Code 0250 - 0252, 0254-0255, 0257 - 0259, 0631, 0636 with CPT/HCPCS Code | % of Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule | Per Service |

1. All services billed by Provider will be submitted on a CMS-1450 (or its successor) form or corresponding electronic format.

2. Anthem Blue Cross and Blue Shield will update the DHCFP Inpatient Revenue Codes and Rates schedule no more than sixty (60) days from the date of receipt of notice of final changes or on the effective date of such changes, whichever is later. Such changes will be applied on a prospective basis.

3. Per Diem payments for all inpatient admissions shall account for all services during the stay including Same Day Surgeries, Emergency, and Observation services and all pre-admission (workup) services incurred up to three (3) days in advance of the admission.

4. Revenue Code 0681 has a one (1) unit maximum per claim.

5. Reimbursement for the applicable Surgery Codes is considered to be all-inclusive. All other codes and services billed are not reimbursable.

6. For multiple grouped outpatient surgical procedures performed at the same admission, the primary procedure shall be reimbursed at of the applicable group rate, percent ( %) of the applicable group rate for the second procedure, and ( %) of the applicable group rate for the third procedure, and percent ( %) of the applicable group rate for all subsequent procedures.

7. Emergency and Observation services rendered within one (1) day of a Same Day Surgery, and all pre-admission (workup) services shall be included in the Same Day Surgery Per Case rate.

8. These rates shall not apply to organ or tissue transplant services which, if the parties mutually agree to be provided by the Hospital, shall be evidenced by a separate writing signed by the parties.

9. Payments are for facility services only; professional services are excluded.

10. Revenue Codes: 0510-0529 along with all associated services are excluded.

| MEDICAID<br>PROFESSIONAL SERVICES | | | |
|---|---|---|---|
| **Service Description** | **Billing Code** | **Rate** | **Method** |
| Professional Services | Applicable CPT/HCPCS codes | % of Nevada Medicaid Fee Schedule | Per Service |
| Anesthesiology – Professional Services | Applicable CPT/HCPCS Codes and Modifiers | % of CMS Anesthesia Conversion Factor | Per CMS-RVU, Plus time Increments |
| Drugs & Biologicals | Applicable CPT/HCPCS/ NDC codes | % of the Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule | Per Service |
| Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS) | Applicable CPT/HCPCS Code | % Anthem DMEPOS Fee Schedule | Per Service |
| Clinical Laboratory Services | Applicable CPT/HCPCS Code | % of Anthem National Reference Laboratory Fee Schedule | Per Service |

1. All services billed by Provider will be submitted on a CMS 1500 (or its successor) form or corresponding electronic format.

2. Payments specified as Nevada Medicaid Fee Schedule refer to the applicable Nevada Medicaid Fee Schedule for the market(s) and program(s) covered by the Agreement. In the event the State of Nevada modifies such Fee Schedule, Anthem Medicaid will in turn update its system to reflect such modification(s) no more than sixty (60) days from the date of the receipt of notice of final changes or on the effective date of such changes, whichever is later. Fee Schedule changes will be applied on a prospective basis.

| MEDICAID | | | |
|---|---|---|---|
| **URGENT CARE CENTER** | | | |
| **Service Description** | **Billing Code** | **Rate** | **Method** |
| Urgent Care Center Services | Applicable CPT/HCPCS code | % of Applicable Nevada Medicaid Fee Schedule | Per Service |

1. All services billed by Provider will be submitted on a CMS 1500 (or its successor) form or corresponding electronic format.

2. The global rate is all inclusive of professional, technical, and facility charges including laboratory and radiology done on site.

3. Provider cannot see Covered Persons assigned to him/her as a PCP via the urgent care center.

Each party warrants that it has full power and authority to enter into this Agreement and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

**PROVIDER LEGAL NAME ACCORDING TO W-9 FORM WITH D/B/A: University Medical Center of Southern Nevada**

By: _____ _____
Signature, Authorized Representative of Provider(s) Date

Printed: _____ _____
Name Title

Address: _____ _____
Street City State Zip

Tax Identification Number (TIN): 886000436

**Community Care Health Plan of Nevada, Inc d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions**

By: _____ _____
Signature, Authorized Representative of Anthem Date

Printed: Joy Cleveland Regional Vice President, Provider Solutions
Name Title

Address 9133 West Russell Road Las Vegas NV 89148
Street City State Zip

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| **Business Entity Type (Please select one)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | X Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ 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:** | Community Care Health Plan of Nevada, Inc | |
| **(Include d.b.a., if applicable)** | d.b.a. Anthem Blue Cross and Blue Shield Healthcare Solutions | |
| **Street Address:** | 9133 W. Russell Rd | **Website:** www.anthem.com |
| **City, State and Zip Code:** | Las Vegas, NV 89148 | **POC Name:** Joy Cleveland<br>**Email:** joy.cleveland@anthem.com |
| **Telephone No:** | 702-271-0648 | **Fax No:** N/A |
| **Nevada Local Street Address:**<br>**(If different from above)** | same as above | **Website:** same as above |
| **City, State and Zip Code:** | same as above | **Local Fax No:** N/A |
| **Local Telephone No:** | same as above | **Local POC Name:** same as above<br>**Email:** same as above |

**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?*** X Yes ☐ No

1. 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 X 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ Yes X 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 | Joy Cleveland<br>Print Name |
|---|---|
| RVP, PSO<br>Title | 7/27/2021<br>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 | | | |
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* 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)

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***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 Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, 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 Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – extend through 5/1/2025
Amount: Amendment 3 – revenue based on volume
Out Clause: 60 days w/o cause

**BACKGROUND:**

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment 1, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two effective May 1, 2021, added a new plan (i.e., SelectHealth Med (HMO/POS) Network) to the existing Agreement.

This Amendment Three requests to extend the Agreement term through May 1, 2025, and update the fee schedule.

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

Cleared for Agenda
May 31, 2023

Agenda Item #
**11**

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

# AMENDMENT THREE TO PARTICIPATING FACILITY AGREEMENT

This Amendment Three to Participating Facility Agreement ("Amendment") is entered into as of the 1st day of May, 2023 ("Effective Date"), by and into between SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital").

WHEREAS, Plan and Hospital have entered into a Participating Facility Agreement with an effective date of 27th day of May, 2020, ("Agreement") and amended on October 8, 2020 to add the Qualified Health Plan Addendum; and amended on May 1, 2021 to add hospital participation in the Select Health Med (HMO/POS) Network;

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, Plan and Hospital desire to extend the term period of the Agreement and update the reimbursement schedules;

WHEREAS, Plan and Hospital desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Agreement is amended as follows:

1. Section VII Term and Termination shall be deleted and replaced with the following:

   1. The Agreement is effective as of May 27, 2020, and extends until May 1, 2025.

2. Exhibit A dated May 1, 2021 to the SelectHealth Med (HMO/POS) of the Participating Facility Agreement is deleted in its entirety and is replaced with the attached Exhibit A Select health Med (HMO/POS) Compensation Schedule;

3. Except as expressly stated herein, the Agreement remains in full force and effect.

(Remaining page left blank)

**SelectHealth, Inc.**
**SelectHealth Benefit Assurance, Inc.:**

Print Name: Heather O'Toole, MD

Sign: DocuSigned by: Heather O'Toole, MD DEA83C0545844CF...

Title: VP and Chief Medical Officer

Date: 05/16/2023

**University Medical Center of Southern Nevada:**

Print Name: _____

Sign: _____

Title: _____

Date: _____

EXHIBIT A
SELECTHEALTH – SelectHealth Value (HMO), SelectHealth Value (HMO/POS), and SelectHealth Med (HMO/POS) Network Compensation Schedule

[The information in this attachment is confidential and proprietary in nature]

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| Business Entity Type (Please select one) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☒ Non-Profit Organization | ☐ Other |

| Business Designation Group (Please select all that apply) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ 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:** | SelectHealth, Inc. | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | 5381 Green Street | **Website:** www.selecthealth.org |
| **City, State and Zip Code:** | Murray, UT 84123 | **POC Name:** Chad Jasperson<br>**Email:** chad.jasperson@selecthealth.org |
| **Telephone No:** | 800-538-5038 | **Fax No:** 801-442-0776 |
| **Nevada Local Street Address:**<br>**(If different from above)** | 1980 Fesitval Plaza Dr., Suite 930 | **Website:** www.selecthealth.org |
| **City, State and Zip Code:** | Las Vegas, NV 89135 | **Local Fax No:** NA |
| **Local Telephone No:** | 800-538-5038 | **Local POC Name:** Chad Jasperson<br>**Email:** chad.jasperson@selecthealth.org |

**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) |
|---|---|---|
| Patricia Rae Richards | President and CEO | |
| Kristin Roberts McCullagh | Secretary | |
| Thomas Joseph Risse | Vice President and CFO | |
| Gregory Martin Johnson | Treasurer | |
| Jerry Roy Edgington | Vice President | |
| David Alvin Lemperle | Vice President | |
| Russel John Kuzel | Vice President | |
| Robert Letcher White | Vice President | |
| Michael Antony Anglin | Director/Trustee | |
| Josh Allen England | Director/Trustee | |
| LeeAnne Burke Linderman | Director/Trustee | |
| Andrea Poole Wolcott | Director/Trustee | |
| Karla Kay Bergeson | Director/Trustee | |
| Maria Jean Garciaz | Director/Trustee | |
| Patricia Rae Richards | Director/Trustee | |
| Albert Rene Zimmerli | Director/Trustee | |
| Mark Richard Briesacher, MD | Director/Trustee | |
| Daniel Gerald Gomez | Director/Trustee | |

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| | | |
|---|---|---|
| David Brett Sanford | Director/Trustee | |
| Alexander Marc Harrison, MD | Director/Trustee | |
| Maria Rocio Summers | Director/Trustee | |

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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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.

DocuSigned by:

01D2B0C0E0C0428...
Signature

Kristin McCullagh
Print Name

Counsel Senior/Division Director
Title

04/23/2020
Date

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

| | | |
|---|---|---|
| **Issue:** | **Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC** | **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 Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – Same term
Amount: Amendment 3 – Revenue based on volume
Out Clause: 120 days w/o cause

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

**BACKGROUND:**

On September 26, 2018, the Governing Board approved the Provider Agreement ("Agreement") with P3 Health Partners-Nevada, LLC ("P3") to provide its government members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement term is for three (3) years from August 22, 2018 through August 21, 2021, unless terminated without cause with a 120-day written notice to the other. Addendum 1, effective June 1, 2020, extended the Agreement term for two (2) years ending August 21, 2023, and added Aetna and CareMore Medicare Advantage plans to the network. Addendum 2, effective January 1, 2019, updated the fee schedules and added Exhibit B, Medicare Advantage Group Obligations; and Exhibit C, Other Federal Laws. The First Amendment, effective December 1, 2021, extending the Hospital Services Agreement term for two (2) years from August 28, 2021 through August 28, 2023 and Amendment Two effective July 1, 2022, modified the Provider Quality Incentive Program Terms.

This Amendment Three requests to add orthopedic and anesthesia services to the Agreement and updates the rates in the fee schedule. All other terms and conditions shall remain in full force and effect.

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
May 31, 2023

Agenda Item #
**12**

A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

# AMENDMENT NUMBER THREE TO THE PROVIDER AGREEMENT

This Amendment Number Three to the Provider Agreement ("Amendment"), effective as of January 1, 2023 (the "Amendment Effective Date"), is made between P3 Health Partners-Nevada, LLC on behalf of itself and its Affiliates ("Company") and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care physicians licensed to practice medicine in the State if Nevada (herein referred to as "Group"), (each a "Party" and collectively the "Parties").

## RECITALS

A. The Parties entered into that certain Provider Agreement, effective August 22, 2018, as may have been amended, whereby, among other things, Group, through its Participating Providers, as applicable, agreed to provide certain Covered Services on behalf of Company (the "Agreement"); terms not defined herein shall have the meanings ascribed to them in the Agreement.

B. Company and Group desire to amend the Agreement to modify the Provider Agreement as described below.

## AMENDMENTS

Based upon the foregoing, and for good and valuable consideration, the Parties hereby agree to amend the Agreement as set forth below:

1. Orthopedics and Anesthesia professional services are hereby added to the Agreement.

2. Schedule I – SERVICES AND COMPENSATION SCHEDULE shall be deleted in its entirety and be replaced with the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE. Reimbursement for authorized Orthopedic and Anesthesia professional services, shall be in accordance with Section 3.0 of the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE.

Except as modified herein, all other terms and conditions of the Agreement and any Amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.



**IN WITNESS WHEREOF**, the undersigned Parties have executed this Amendment by their duly authorized officers, intending to be legally bound.

*Signature Page to Follow.*

**HOSPITAL:**

By:_____

Printed Name:_____

Title:_____

Date:_____

**COMPANY:**

DocuSigned by:

By: Todd Lefkowitz

C2C1EC32D3334C0...

Printed Name: Todd Lefkowitz

Title: Chief Managed Care Officer

Date: 5/15/2023

*Remainder of the page left intentionally blank.*

SCHEDULE 1
P3 – SERVICES AND COMPENSATION SCHEDULE 1 CONFIDENTIAL INFORMATION

[The information in this attachment is confidential and proprietary in nature]

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| **Business Entity Type (Please select one)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☑ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ 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:** | P3 Health Partners-Nevada, LLC | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | 2370 Corporate Circle, Suite 300 | **Website:** www.p3hp.org |
| **City, State and Zip Code:** | Henderson, NV 89074 | **POC Name:** Todd Lefkowitz<br>**Email:** Tlefkowitz@p3hp.org |
| **Telephone No:** | | **Fax No:** |
| **Nevada Local Street Address:**<br>**(If different from above)** | Same as above | **Website:** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**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) |
|---|---|---|
| P3 Health Group, LLC | | 100% |
| | | |
| | | |

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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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.

DocuSigned by:
Todd Lefkowitz
C2C1EC32D3334C0...
Signature

Todd Lefkowitz
Print Name

Chief Managed Care Officer
Title

5/24/2023
Date

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

| | | |
|---|---|---|
| **Issue:** | **Amendment Two to Master Service Agreement for Architectural Design and Documentation Services with EV&A 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 Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000861000
Funded Pgm/Grant: N/A
Description: Architectural design and documentation services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 1 – extend for one (1) year from 3/1/2023 to 3/1/2024
Amount: Amendment 1 – additional NTE $300,000.00; potential aggregate is NTE $1,150,000.00
Out Clause: 30 written notice days for convenience

**BACKGROUND:**

On January 27, 2021, the Governing Board approved the Master Service Agreement ("Agreement") with EV&A Architects ("EV&A") for architectural design and documentation services to support renovation projects that will be performed in various non-clinical areas throughout UMC's campus. UMC agreed to compensate EV&A a not-to-exceed amount of $550,000.00 for the period from March 1, 2019 through March 1, 2022, with the option to renew for two (2) 1-year periods. Either party may terminate this Agreement for convenience with a 30-day written notice to the other. Amendment One, effective January 27, 2022, extended the Agreement term through March 1, 2023, increased the funding by an additional not-to-exceed amount of $300,000.00, and updated the terms of payment and task orders.

This Amendment Two requests to extend the Agreement term through March 1, 2024, increase the funding by an additional not-to-exceed amount of $300,000.00, and update the task orders.

UMC's Plant Operations Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

EV&A currently holds an active Clark County vendor registration.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
May 31, 2023

Agenda Item #
**13**

**AMENDMENT TWO TO**
**MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN**
**AND DOCUMENTATION SERVICES**

This Amendment Two ("Amendment") is effective as of the date of last signature set forth below ("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, ("HOSPITAL") and EV&A Architects ("COMPANY").

**WITNESSETH:**

**WHEREAS**, the parties entered into a Master Service Agreement for Architectural Design and Documentation Services ("Project") executed on March 1, 2019, which was amended by the parties via an Amendment One on March 1, 2022 (collectively, the "Agreement"); and

**WHEREAS,** the parties desire to further amend the Agreement with this Amendment in the manner described herein.

**NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Section I: Term of the Agreement**: The current contract term expiration date is March 1, 2023. The parties agree to exercise renewal Option 2 for a one (1) year term with a new expiration date of March 1, 2024 ("2nd Renewal Term").

2. **Section II: Compensation and Terms of Payment A. Compensation** is amended to include the following: "HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of $300,000.00 for the 2nd Renewal Term.

3. **Section XII(B): Task Orders** is amended to include the following: "All Task Orders shall be treated as a part of this Agreement so long as the total amount, in aggregate, does not exceed $300,000.00 for the 2nd Renewal Term. Individual Task Orders shall not require additional approval from the Chief Executive Officer so long as the total amount, in aggregate, does not exceed $300,000.00 for the 2nd Renewal Term."

4. Except as expressly amended in this Amendment, the Agreement shall remain in full force and effect.

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

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

**EV&A ARCHITECTS**

By: _____
Edward Vance, FAIA
Founder / Chief Executive Officer

Date: 4/13/2023

**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)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☒ Other S-Corp |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ 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<br>**Email:** Las Vegas, Nevada 89144 |
| **Telephone No:** | 702-946-8195 | **Fax No:** 702-946-8196 |
| **Nevada Local Street Address:**<br>**(If different from above)** | | **Website:** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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 | | | |
| | | | |
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* 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 Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial** | **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 Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000846000 Funded Pgm/Grant: N/A
Description: Integrated Pest Management Program
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 4– same Term
Amount: Amendment 4– additional NTE $250,000.00; potential aggregate NTE $1,538,280.00
Out Clause: 30 days w/o cause; Budget Act and Fiscal Fund Out

**BACKGROUND:**

On July 27, 2019, UMC entered into an Agreement for Integrated Pest Management Program ("Agreement") with Terminix International Company Limited Partnership d/b/a Terminix Commercial ("Terminix") to provide pest control services. UMC agreed to compensate Terminix a not-to-exceed amount of $100,000.00 for the period from July 27, 2019 through July 26, 2021. Amendment One effective July 29, 2020, added additional services to the Statement of Work, extended the term through July 26, 2024, and increased the funding by $339,190.00. Amendment Two, increased the funding by $400,000.00 with no change to the term. Amendment Three effective May 25, 2022, increased the funding by $460,000.00 to support pest prevention at new locations.

This Amendment Four requests to increase the funding by $250,000.00 to support pest control at new locations and adds rates for services UMC requests on an on-demand basis to the Statement of Work.

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

Terminix currently holds a Clark County business license.

Cleared for Agenda
May 31, 2023

Agenda Item #
**14**

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT FOUR**

**TO THE AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM**

**THIS AMENDMENT** is made and entered into as of this 31st day of May, 2023, 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 the Terminix International Company Limited Partnership D/B/A Terminix Commercial (hereinafter referred to as "**COMPANY**").

**WITNESSETH:**

**WHEREAS**, the parties entered into an Agreement for integrated pest management program dated July 19, 2019, amended via Amendment One on July 29, 2020, Amendment Two on July 7, 2021, and Amendment Three on May 25, 2022, (collectively referred to as the "Agreement"); and

**WHEREAS**, the parties desire to further amend this Agreement with this Amendment Four.

**NOW, THEREFORE**, the parties agree as follows:

1. Section II(A) – COMPENSATION shall be deleted and replaced with the following:

   HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of $1,538,280.00 to cover increased requirements for pest control. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. Any expenses/costs incurred by COMPANY in excess of this amount shall be the sole responsibility of COMPANY.

2. Exhibit A: Quality Control Audits Monthly Services will be deleted and replaced with the following:

   - Monthly Services
     - On demand services included to treat areas noted in Pest sighting log maintained by location
     - Remove spider webs from entrances
     - Treat all Entrances with residual
     - All vending and snack areas inspected and treated
     - Check, maintain and report on all exterior rodent devices. Replace rodenticides
     - Check, maintain and report on all interior monitoring traps. Replace glue boards
     - Check, maintain and report on all Flying Insect Traps. Replace Glue boards
     - Power washing of identified areas contaminated by bird droppings, other biohazardous waste droppings, and bird control program throughout the campus
     - Bed Bug monthly billing effective May 1, 2023.
   - On Demand Services
     - Patient room requests (covered pests) NO COST
     - Intensive Treatments (non-covered pests) $120 per hour
     - Bee Services Under 10 Feet $350 per job
     - Bee Services over 10 Feet $priced per job
     - Bed Bug Treatments
       - Single bed Private Day Rate - $425 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
       - Single bed Private Off Hours Rate (5pm-5am weekdays, all weekends, & any Holidays) - $825 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
       - Double bed semi private Day Rate - $625 Includes rapid freeze/steam/residual of both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
       - Double bed semi private Off Hours Rate - $1,125 Includes rapid freeze/steam/residual of
       - both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
       - CT, X-ray Rooms, Waiting Rooms (Surgery and Admitting)

- Day Rate - $1,000
- Off Hours Rate - $1,500
- $300 per room (day services)
- $450 per room (after hours service)
- $100 trip charge (day services) for Terminix to ID pest
- $200 trip charge (after hours service) for Terminix to ID pest

*All bed bug services will have a 4 hour response time.

3. Except as expressly amended in this Amendment Four, the Agreement shall remain in full force and effect.

**HOSPITAL:**
**UNIVERSITY MEDICAL CENTER**
**OF SOUTHERN NEVADA**

By: _____
Mason Van Houweling
Chief Executive Officer

**COMPANY:**
**THE TERMINIX INTERNATIONAL COMPANY LIMITED**
**PARTNERSHIP D/B/A TERMINIX COMMERCIAL**

By: _____
Manager

## 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) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐ Partnership | ☐ Limited Liability Company | ☑ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| Business Designation Group (Please select all that apply) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐ DVET | ☐ 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:** 15

| | | | |
|---|---|---|---|
| **Corporate/Business Entity Name:** | RENTOKIL TERMINIX INITIAL | | |
| **(Include d.b.a., if applicable)** | TERMINIX COMMERCIAL | | |
| **Street Address:** | 150 PEABODY PL | **Website:** | WWW.TERMINIX.COM |
| **City, State and Zip Code:** | MEMPHIS, TN 38103 | **POC Name:** | GREG GREEN |
| | | **Email:** | ggreen@terminix.com |
| **Telephone No:** | 1-800 TERMINIX | **Fax No:** | N/A |
| **Nevada Local Street Address:** (If different from above) | 1856 E. PAMA LN., UNIT B | **Website:** | WWW.TERMINIX.COM |
| **City, State and Zip Code:** | LAS VEGAS, NV 89119 | **Local Fax No:** | N/A |
| **Local Telephone No:** | (702) 219-9771 | **Local POC Name:** | GREG GREEN |
| | | **Email:** | ggreen@terminix.com |

**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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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

GREGORY GREEN
Print Name

BRANCH MANAGER
Title

5-10-2023
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)

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***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:** | **Award RFQ No. 2023-01 Adult Urology On-Call Services to Las Vegas Urology, LLP** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board award RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; authorize the Chief Executive Officer to sign the Professional Services Agreement for Group Physician On-Call Coverage, and exercise any extension options; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000723000
Funded Pgm/Grant: N/A
Description: Adult Urology On-Call Services
Bid/RFP/CBE: RFQ 2023-01
Term: 6/1/2023 to 5/31/2026 with two, 1-year options
Amount: $2,900 per day for on-call services; NTE $1,058,500 per year or potential aggregate is $5,292,500 for five (5) years
Out Clause: 30 days w/o cause

**BACKGROUND:**

On April 7, 2023, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFQ No. 2023-01 for Adult Urology On-Call Services. The RFQ was also published in the Las Vegas Review Journal on April 9, 2023. On April 26, 2023, a response was received from Las Vegas Urology.

An ad hoc committee (comprised of UMC Administration, Medical Staff and Patient Experience) reviewed the proposal independently and anonymously, and recommends the selection of, and contract approval with Las Vegas Urology ("Provider").

Provider will provide emergency and on-call urology services with consultative coverage on a 24/7 basis to treat Hospital's adult inpatients, outpatients, and Emergency and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. Staff also requests authorization for the Hospital CEO, at the end of the initial Term, to exercise the extension options at his discretion if deemed beneficial to UMC.

Cleared for Agenda
May 31, 2023

Agenda Item #
**15**

UMC will compensate Provider a NTE amount of $1,058,500 per year or a potential aggregate of NTE $5,292,500 for five (5) years from June 1, 2023 through May 31, 2026, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

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

Provider currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for award by the Governing Board.

**PROFESSIONAL SERVICES AGREEMENT**
**(Group Physician On-Call Coverage)**

This Agreement, is made and entered into this 1st day of June 2023, 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 **Las Vegas Urology, LLP**, a Nevada professional corporation with its principal place of business at 7150 West Sunset Road, Suite 200, Las Vegas, Nevada 89113 (hereinafter referred to as "Provider");

**WHEREAS**, Hospital is the operator of a Urology Section under the Department of Surgery (the "Department") located in Hospital which requires certain Services (as defined below);

**WHEREAS**, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as urologists; and

**WHEREAS**, Provider desires to contract for and provide said Services in the specialty of urology, as more specifically described herein.

**NOW THEREFORE**, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

## I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

1.1 Advanced Practice Professionals. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who have been accorded privileges to provide such care in Hospital.

1.2 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to adult urology services.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Urology Section under the Department of Surgery.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.6 On-Call Services. Emergency and on-call urology services to Hospital's adult inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the urology rotation schedule maintained by the Medical Staff.

## II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.3 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.

b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Advanced Practice Professionals Manual.

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
ii. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;

iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
v. is not restricted under any third party agreement from performing the obligations under this Agreement;
vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
vii. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

b. Provider, on behalf of each Member Physicians (and Advanced Practice Professionals as applicable), represents and warrants that he or she:

i. is Board Certified in Urology;
ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration;
iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
v. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
x. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians, Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider's Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 Health Insurance Portability and Accountability Act of 1996.

a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical

condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.

b. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

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

2.11 UMC Contracted/Non-Employee Requirements Policy. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC's Contracted/Non-Employee Requirements Policy, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Personnel On-Site. Provider shall abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. Provider's employees, agents, subcontractors and/or healthcare workers who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

## III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

b. Hospital shall make available during the Term of this Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.

c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.

3.2 Hospital Services. Hospital shall provide the services of other Hospital departments required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Provider, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

## IV. BILLING

4.1 Direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:

a. To use its commercially reasonable efforts to require that all claims by Provider for Provider's services delivered to patients at Hospital's facilities are complete and accurate;

b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and

c. To keep current on applicable Billing Requirements as the same may change from time to time.

## V. COMPENSATION

5.1 Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider **$2,900.00 per day** of On-Call Services provided by Provider, or for an annual amount not-to-exceed $1,058,500.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

5.2 Time Tracking. Member Physicians shall record their time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.

5.3 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

## VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on June 1, 2023, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on May 31, 2026 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "Successive Term") (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").

6.2. Modifications. Within three (3) calendar days, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

i. The exclusion of Provider from participation in any federal health care program; or

ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.

b. This Agreement may be terminated by Hospital with written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:

i. Professional misconduct by any of Provider's Member Physicians or Advanced Practice Professionals as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder wherein such Member Physician or Advanced Practice Professional is not timely removed by Provider;

ii. Conduct by any of Provider's Member Physicians or Advanced Practice Professionals which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or

Medical Staff. Upon notice and request by Hospital, Provider shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

iv. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

v. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.

c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:

i. The exclusion of Hospital from participation in a federal health care program;

ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

## VII. MISCELLANEOUS

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

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

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

7.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.

7.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.

7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.

7.6 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or databases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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, and as such its records are public documents available to copying and inspection by the public. If Hospital receives a

demand for the disclosure of any information related to this Agreement which Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its Services under this Agreement, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the Term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Accepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

b. Hospital is committed to complying with all applicable laws, including but not limited to federal and state False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to immediately notify Hospital of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

7.11 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

7.12 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.

7.13 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

7.16 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.

7.18 Notices. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery, and directed to the appropriate party as follows:

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

To Provider: Las Vegas Urology, LLP
Attn: Victor Grigoriev, MD
7150 West Sunset Road, Suite 200
Las Vegas, Nevada 89113

7.19 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other

party or its facilities with respect to this Agreement without the prior written consent of the other party.

7.20 Performance. Time is of the essence in this Agreement.

7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will immediately be void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.

7.23 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. N/A

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

Provider:
**Las Vegas Urology, LLP**

By: _____
Victor Grigoriev, MD
Managing Partner

Hospital:
**University Medical Center of Southern Nevada**

By: _____
Mason Van Houweling
Chief Executive Officer

**EXHIBIT A**
**SERVICES/MEMBER PHYSICIAN(S)**

Provider to provide Adult Urology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the adult urologist on-call and the appropriately designated individual who completed the Medical Screening Examination, and provided that the adult urologist on-call agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's adult inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of urological disease or for assessment of a urologic medical condition."

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital adult inpatients and outpatients, Emergency Department patients, and Trauma Department patients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's adult inpatients and outpatients of the Department, as well as adult Emergency Department and Trauma Department patients.

d. Actively participate in Utilization Management (UM) Committee and related initiatives.

e. Provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

Victor Grigoriev, MD, FACS
Joseph Candela, MD
Casey McCraw, MD
Lawrence Newman, MD
Guillermo Patino, DO, FACS
Edward Rampersaud, Jr., MD

**EXHIBIT B**
**STANDARDS OF PERFORMANCE**

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.

c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital. Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and

all applicable policies and/or procedures.

j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on-call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").

l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member Physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's Primary Care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections. The parties shall also discuss Provider's adherence to the Performance Standards set forth herein and Hospital's Administration agrees to provide reasonable notice to Provider if there is any divergence from the same.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall provide a quarterly report to include at a minimum the following: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

v. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for adult urology patients to meet the national benchmark criteria.

# ATTACHMENT 1
# NOTICE OF FALSE CLAIMS AND STATEMENTS

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in federally funded healthcare programs.

*Federal False Claims Act*

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare and Medicaid.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (5) years; a maximum fine of $25,000; or both.

*Nevada State False Claims Act*

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;

- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times (3x) the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than $250, are six (6) months to one (1) year imprisonment in the county jail; a maximum fine of $1,000 to $2,000; or both. If the value of the false claim(s) is greater than $250, the penalty is imprisonment in the state prison from one (1) to four (4) years and a maximum fine of $5,000.

*Non-Retaliation/Whistleblower Protections*

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

*Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims*

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

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

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| Business Entity Type (Please select one) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☒ Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| Business Designation Group (Please select all that apply) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐ DVET | ☐ 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:** | Las Vegas Urology, LLP | | |
| **(Include d.b.a., if applicable)** | Las Vegas Urology | | |
| **Street Address:** | 7150 W Sunset Rd #200 | **Website:** | www.lasvegasurology.com |
| **City, State and Zip Code:** | Las Vegas, NV 89113 | **POC Name:** / **Email:** | Victor Grigoriev / veg@lasvegasurology.com |
| **Telephone No:** | 702-385-4342 | **Fax No:** | 702-951-0782 |
| **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) |
|---|---|---|
| See attached. | | |
| | | |
| | | |

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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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 — Victor Grigoriev (Print Name)

Managing Partner (Title) — 4/24/2023 (Date)

| | | | |
|---|---|---|---|
| Scott L. Baranoff, MD, FACS | Guillermo E. Patino, DO | Hillary B. Durstein, NP | LAS VEGAS UROLOGY |
| Joseph V. Candela, MD, MPH | Casey O. McCraw, MD | Martina Garcia, PA | |
| Douglas R. Debenham, MD | Lawrence H. Newman, MD | Alan Lien, PA | |
| Vijay Goli, MD, FACS | William B. Steinkohl, MD, FACS | Stacy W. Slade, PA | |
| Victor E. Grigoriev, MD, FACS | William R. Wise, MD, FACS | Kevin Snoddy, PA | |
| Ilya Gorbachinsky, MD, FACS | Jeffrey M. Zapinsky, MD, FACS | Amanda Squires, NP | |
| R. David Larsen, MD | Rachel C. Bowers, PA | Bert Wadsworth, PA | **Diplomates of the** |
| O. Alex Lesani, MD | Stephen DelCasino, PA | Haibin Zhang, PA | **American Board of Urology** |

# Las Vegas Urology Ownership Percentage

| | | |
|---|---|---|
| **Joseph Candela, MD** | **9.09%** | **Partner** |
| **Vijay Goli, MD** | **9.09%** | **Partner** |
| **Ilya Gorbachinsky, MD** | **9.09%** | **Partner** |
| **Victor Grigoriev, MD** | **9.09%** | **Managing Partner** |
| **O. Alex Lesani, MD** | **9.09%** | **Partner** |
| **Casey O. McCraw, MD** | **9.09%** | **Partner** |
| **Lawrence H. Newman, MD** | **9.09%** | **Partner** |
| **Guillermo Patino, DO** | **9.09%** | **Partner** |
| **William B. Steinkohl, MD** | **9.09%** | **Partner** |
| **William R. Wise, MD** | **9.09%** | **Partner** |
| **Jeffrey M. Zapinsky, MD** | **9.09%** | **Partner** |



NORTHWEST

7500 Smoke Ranch Road #200
Las Vegas, NV 89128
(702) 233-0727

7200 Cathedral Rock Drive #180 & #210
Las Vegas, NV 89128
(702) 341-9000

SOUTHWEST

7150 W. Sunset Road #201 & #202B
Las Vegas, NV 89113
(702) 385-4342

GREEN VALLEY

1701 N. Green Valley Pkwy #10c
Henderson, NV 89074
(702) 896-9600

9053 S. Pecos Road #2900
Henderson, NV 89074
(702) 735-8000

HENDERSON

8915 S. Pecos Road #19a
Henderson, NV 89074
(702) 341-9000

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

| | | |
|---|---|---|
| **Issue:** | **Purchase of Real Property at 710 South Tonopah Drive, Las Vegas, NV 89106** | **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 Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Atomic Cocktail, LLC; and authorize the Chief Executive Officer to execute necessary documents to complete the transaction; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund #: N/A
Fund Name: N/A
Fund Center: N/A
Funded Pgm/Grant: N/A
Description: 710 South Tonopah Drive Acquisition
Bid/RFP/CBE: N/A
Term: N/A
Amount: NTE $6,500,000.00
Out Clause: Due Diligence Period

**BACKGROUND:**

This request is for approval of the agreement to purchase a 20,266 square foot 2-story medical building located on 1.13 acres of developed land (APN 139-32-803-010) with a 136 space-parking garage on Tonopah and Wellness Way addressed as 710 S Tonopah Drive, Las Vegas, NV, 89106. The purchase transaction is between Clark County Real Property Management ("Clark County") and Atomic Cocktail, LLC, however the property will be utilized exclusively by UMC. The UMC Board of Hospital Trustees has tentatively approved the purchase, however the sale is pending a final closing date and UMC staff requests UMC Governing Board authority for the Chief Executive Officer to execute documents necessary, if any, to complete the purchase transaction.

The purchase price for the property is $6,500,000.00, and the escrow period will begin upon escrow opening for sixty (60) calendar days inclusive of a due diligence period of thirty (30) calendar days. Clark County may unilaterally elect to cancel this transaction for any reason during the due diligence period.

Cleared for Agenda
May 31, 2023

Agenda Item #
**16**

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Governing Board.

**Department of Real Property Management**
**Property Management and Acquisition Division**
500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

April 24th, 2023

**VIA CERTIFIED MAIL #**

Atomic Cocktail, LLC.
Attn: Lance Johns
917 Fremont Street
Las Vegas, NV 89101

**RE: SECOND CONDITIONAL OFFER TO PURCHASE REAL PROPERTY**
**(710 SOUTH TONOPAH DRIVE, LAS VEGAS, NV 89106)**
**ASSESSOR'S PARCEL NUMBER 139-32-803-010**

Dear Property Owner:

Clark County submitted to you a Conditional Offer to Purchase dated April 6, 2023 which is rescinded and is now null and void. Please consider this Clark County's Second Conditional Offer to Purchase Real Property (the "Second Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

**PARTIES:**

This Second Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to Atomic Cocktail, LLC. ("Seller") (Individually a "Party" and collectively the "Parties").

**LOCATION AND DESCRIPTION:**

The Property for which this Second Conditional Offer is being made consists of a +/- 20,266 square foot 2-story medical building located on +/- 1.13 acres of developed land (APN 139-32-803-010) with a 136 space parking garage on Tonopah and Wellness Way addressed as 710 S Tonopah Drive Las Vegas, NV 89106, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

**INTEREST TO BE ACQUIRED:**

The Second Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

**AMOUNT OF OFFER:**

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Six Million Five Hundred Thousand Dollars ($6,500,000) ("Purchase Price").

**DUE DILIGENCE PERIOD:**

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of Thirty (30) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing. Any County access to the Property shall require a minimum of Forty-Eight (48) hour prior notification to the Seller for tenant notification.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

**TERMS:**

This Second Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of Sixty (60) calendar days inclusive of a Due Diligence Period of Thirty (30) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Second Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other Party.

(2) County obtaining a Preliminary Title Report and any exceptions;
(3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property;
(4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

**ADDITIONAL CONTINGENCY:**

This Second Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Second Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

**EARNEST MONEY DEPOSIT:**

Upon acceptance of this Second Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar ($50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the Thirty (30) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

**SELLER PROPERTY INFORMATION:**

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Second Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

**BROKER COMMISSIONS:**

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

**ESCROW REQUIREMENTS:**

This Second Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Second Conditional Offer. Close of Escrow shall occur within Sixty (60) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without

written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within Sixty (60) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

**TITLE POLICY:**

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

**REPRESENTATIONS:**

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Second Conditional Offer is being made, if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

**CLOSING COSTS:**

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees, real property transfer tax, and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

**GOVERNING LAW:**

This Agreement shall be constructed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any

implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

**DEFAULT/REMEDIES:**

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUIDNG, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

**NOTICES:**

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

**If to Seller, to:**

~~Atomic Cocktail LLC~~
~~C/O Priority One Coml~~
~~4015 S El Capitan Way #888~~
~~Las Vegas, NV 89147~~

DS

Atomic Cocktail, LLC
C/O Lance Johns
917 Freemont
Las Vegas, NV 89101

**If to Buyer, to:**

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

**TIME IS OF THE ESSENCE:**

Time is of the essence for this Second Conditional Offer as it will expire on Thursday April 27th, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday April 27th, 2023, this Second Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Second Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110 or Jaime Leary at (702) 455-2465.

Respectfully,

Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

Nichole Kazimirovicz
Deputy District Attorney

**ACCEPTANCE:**

The undersigned accepts Clark County's Second Conditional Offer as written above pursuant to all terms and contingencies. This Second Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

Atomic Cocktail LLC.

Signature: DocuSigned by: LANCE JOHNS AF5EEAEE52DA4A0...

Print Name: LANCE JOHNS

Title: Owner

Date: 4/26/2023

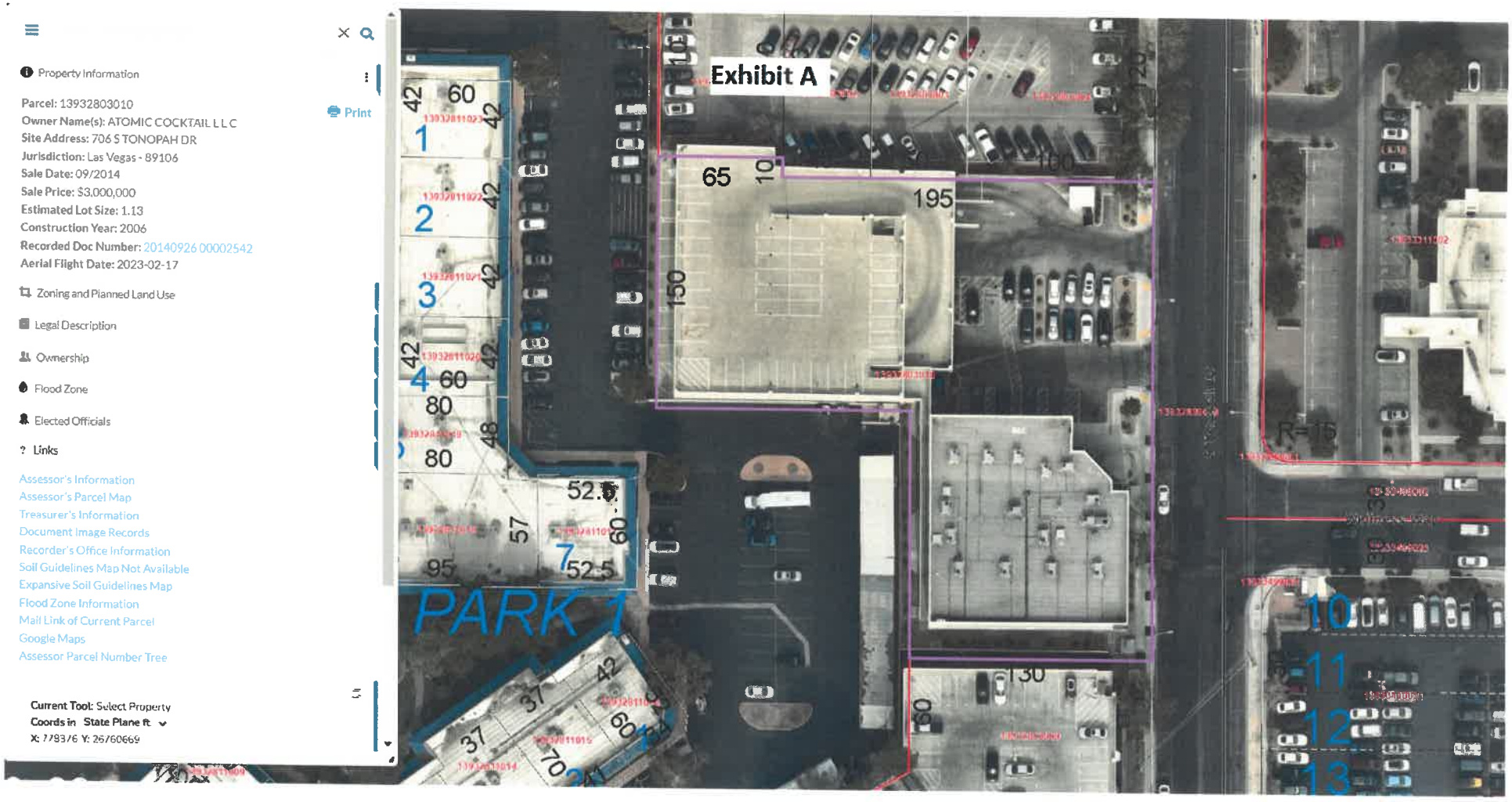
Signature: _____

Print Name:

Title:

Date: _____

Cc: Randall J. Tarr, Deputy County Manager
Nichole Kazimirovicz, Deputy District Attorney
Bob Tomiyasu, Property Acquisition Administrator
Jaime Leary, Right of Way Agent II
Shirley Hudgins-Brown, Right of Way Agent I



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

| | | |
|---|---|---|
| **Issue:** | **Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc.** | **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 Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000719200
Funded Pgm/Grant: N/A
Description: Organ Recovery and Transplant Services
Bid/RFP/CBE: NRS 332.115.1(a) – Sole Source
Term: Amendment 1 – from 1/1/2023 to 12/31/2023
Amount: Amendment 1 – additional NTE $12,000,000
Out Clause: 30 days w/o cause

**BACKGROUND:**

Since 1997, UMC has had an agreement with Nevada Donor Network, Inc. ("NDN") for kidney organ recovery, arrangement and associated transplantation services between donors and recipients. On December 12, 2018, the Governing Board approved a new agreement with NDN to continue to serve as the organ and tissue procurement agency for UMC.

This Amendment 1 adds 'pancreas' organ for transplant recovery and increases the funding under the agreement by $12,000,000 for services performed from January 1, 2023 to December 31, 2023. The request for additional funding is due to an upsurge in transplant volumes at UMC's Center for Transplantation and an increase to the standard acquisition cost.

UMC is an approved Transplant Hospital per Title 42 of the Code of Federal Regulations, together with the requirements of the United Network for Organ Sharing (UNOS). UMC is mandated under these requirements to have an agreement with a federally designated Organ Procurement Organization (OPO), with a tissue and eye bank. NDN is the federally designated organ, tissue and eye procurement organization in the State of Nevada. This amendment is necessary to maintain compliance with CMS for conditions of participation of Transplant Hospitals, conditions of coverage for OPOs, and state law.

Cleared for Agenda
May 31, 2023

Agenda Item #
**17**

In accordance with NRS 332.115.1(a), this service is a sole source and the competitive bidding process is not required as there is no other provider of these services.

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

Nevada Donor Network, Inc. currently holds a Clark County business license.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 24, 2023 meeting and recommended for approval by the Board of Hospital Trustees.

# AMENDMENT ONE TO AGREEMENT FOR TRANSPLANT SERVICES

This Amendment One ("**Amendment**") is made and entered into as of this 20th day of June, 2023, 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 "**Transplant Hospital**") and NEVADA DONOR NETWORK, INC. (hereinafter referred to as "**NDN**").

RECITALS:

WHEREAS, the parties entered into an Agreement for Transplant Services dated January 1, 2019 (hereinafter referred to as "**Agreement**") for recovery, arrangement and associated transplantation of donor organs and tissue; and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Throughout the Agreement, any and all reference to "kidney" shall be deleted and replaced with "kidney and pancreas."

2. Section V, Reimbursement Fee to NDN, the funding is hereby amended to add an additional not to exceed amount of $12,000,000 for the period from January 1, 2023 to December 31, 2023.

3. Exhibit A, List of Organ Programs Covered by this Transplant Agreement, is hereby amended to add "Pancreas."

4. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

5. Except as expressly amended in this Amendment, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

NEVADA DONOR NETWORK, INC.

By: DocuSigned by: Joseph Ferreira C10C277375CA45A...
Joseph Ferreira
President and CEO

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| Business Entity Type (Please select one) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐ Partnership | ☐ Limited Liability Company | ☒ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| Business Designation Group (Please select all that apply) | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐ DVET | ☐ 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:** | Nevada Donor Network, Inc | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | 2055 E Sahara Ave | **Website:** |
| **City, State and Zip Code:** | Las Vegas, NV 89052 | **POC Name: Jason Mahfood**<br>**Email: jmahfood@nvdonor.org** |
| **Telephone No:** | 702-796-9600 | **Fax No:** |
| **Nevada Local Street Address:**<br>**(If different from above)** | | **Website: www.nvdonor.org** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**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

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a 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.

DocuSigned by:
Joseph Ferreira
C19C277975CA45A...
Signature

Joseph Ferreira
Print Name

President/CEO
Title

5/17/2023
Date

LEADERSHIP

**Joe Ferreira**
President & Chief Executive Officer

**Jason Mahfood**
Chief Financial Officer

**Jacquelyn Warn**
Chief Quality Officer

**Tyre L. Gray, Esq.**
Chief Administrative Officer

**Steven Peralta**
Foundation President

**Dan Lunn**
Vice President of Tissue Operations

**Sara Levinson**
Vice President of People, Culture + Development

**Elizabeth Shipman**
Senior Director of Organ Services

GOVERNING BOARD

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**Chris Bosse, Treasurer** - VP Healthcare Finance & Government Relations, Renown Health
**Esther-Marie Carmichael, ASCP, PHM, CLS, Secretary** - Transplant Quality Expert, Keck Hospital of USC Transplant Institute
**Todd Sklamberg, Past Chair** - CEO, Sunrise Hospital & Medical Center

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**Claude Wise** - CEO, Valley Hospital Medical Center
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**Dr. John Packham** - Associate Dean/Office of Statewide Initiatives University of Nevada, Reno
**Karen Rubel** - President/CEO, Nathan Adelson Hospice
**Kathy Silver, BS, MBA, FACHE, FHFMA** - President, Culinary Health Fund (Retired)
**Mason VanHouweling** - CEO, University Medical Center
**Patricia Allen** - President, Health Strategies Inc.
**Sebastian Giwa, PhD** - CEO, Sylvatica Biotech
**Sherry Watson-Lawler** - Director, Quality & Patient Safety, UCLA
**Stephen Corrigan Rayhill, MD, FACS** - Transplant Surgeon, University of Washington
**Dr. Trudy Larson** - Professor and Dean, UNR School of Community Health Science (Retired)

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**Gabriela Gregory, MD, Vice Chair** - Neurologist, Sunrise Hospital & Medical Center
**Phillip Ruiz, MD, PHD, FAST, Secretary** - Medical Director, Nevada Donor Network

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**Courtney Kaplan** - Director of Business Development Covenant Hospice and Palliative Care & Heroic Donor Mom
**Christine A. Quartuccio-Carran, DO, FAAFP** - Valley Health System, Associate Program Director (Family Medicine Residency Program) & Heroic Donor Mom
**Dave Tyrell** - Transplant Administrator/Clinical Director For University Medical Center of Southern Nevada, Center For Transplantation
**Denise Valdez** - 8 News Now, Journalist
**Guang Tsai, MD** - Anesthesiologist, Summit Anesthesia
**John H. Nielson, MD** - Orthopedic Surgeon, Pediatric & Adolescent Sports Medicine
**Martin Mlezcko** - Deputy Chief, Nevada Department of Public Safety
**Meena Vohra, MD, FAAP** - Pediatrician, UMC Children's Hospital of Nevada
**Melissa Cipriano** - Executive Director, Children's Heart Foundation
**Paul Chestovich, MD** - Assistant Professor, UNLV School of Medicine; Trauma Surgeon, University Medical Center
**Peter DeBry, MD** - Ophthalmologist, Nevada Eye Surgery
**Rajy Rouweyha, MD** - Eye Bank Medical Director, Nevada Donor Network
**Sheldon Paul, MD, FACOG** - Obstetrician-Gynecologist, WHASN
**Sunil Patel, MD** - Transplant Surgeon, University Medical Center

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

| | | |
|---|---|---|
| **Issue:** | **Amendment III to Standard Office Lease Agreement with 701 Medical, LLC** | **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 Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; or take action as deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000726300
Funded Pgm/Grant: N/A
Description: Wellness Center Lease Agreement
Bid/RFP/CBE: N/A
Term: Amendment 3 – extend through 8/31/2028
Amount: Amendment 3 –
Base Rent - $21,350.70 for July 2023 and August 2023; $37,692 monthly beginning September 2023
CAM - $0.69 per square foot per month (credit of $4,728.57/month for July 2023 and August 2023)
Adjusted Base Rent – commencing July 1, 2024
Out Clause: Budget Act and Fiscal Fund Out

**BACKGROUND:**

On March 21, 2006, the Board of Hospital Trustees approved the Standard Office Lease Agreement ("Agreement") with 701 Medical, LLC ("Landlord") for the Wellness Center office space located at 701 Shadow Lane, Suite 200. The Agreement term was for ten (10) years ending October 31, 2016. Amendment I, effective October 3, 2008, updated the rental rate, term and square footage. Amendment II, effective February 6, 2018, updated the business name, monthly rental rate and term.

This Amendment III will allow UMC to lease additional space, specifically, Suite 200 and 300 on the 2nd and 3rd floors of the medical building and gain additional parking spaces. The term of the lease also extends through August 31, 2028. UMC will receive tenant improvements of no more than ten dollars per square foot for the additional space, and a credit of $4,728.57 for the months of July and August, 2023.

The Department of Business License has determined that the Landlord is not required to obtain a Clark County business license nor a vendor registration.

Cleared for Agenda
May 31, 2023

Agenda Item #
**18**

UMC's Support Services Executive 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 May 24, 2023 meeting and recommended for approval by the Board of Hospital Trustees.

**AMENDMENT III**

DATE: May___, 2023

LANDLORD: 701 Medical LLC, a Nevada limited liability company

TENANT: University Medical Center of Southern Nevada

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Standard Office Lease Agreement dated as of March 21, 2006, as amended by Amendment I dated as of October 3, 2008, and as amended by Amendment II dated as of January 4, 2018 (collectively, the "Lease"), be further amended as follows:

The terms and conditions of this Amendment III shall become effective as of July 1, 2023.

DELETE: 2.a. Base Rent table and "Within 180 days written notice Tenant will have the option to extend the Lease to 12/31/2026; rate subject to annual CPI."

ADD: 2.a. Base Rent: July 1, 2023 Base Rent will equal $21,350.70
August 1, 2023, Base Rent will equal $21,350.70
On September 1, 2023, Tenant's Base Rent will increase to $452,304.00 per year in equal monthly installments, subject to annual adjustments pursuant to Section 5.2.a, with the next adjustment on September 1, 2024.

DELETE: 2.g. Expiration Date: June 30, 2023, with option to extend to December 31, 2026 unless otherwise sooner terminated in accordance with the provisions of this Lease.

ADD: 2.g. Expiration Date: August 31, 2028, unless otherwise sooner terminated in accordance with the provisions of this Lease.

DELETE: 2.j. Monthly Installments of Base Rent: In accordance with the table in Section 2.a.

ADD: 2.j. Monthly Installments of Base Rent: Beginning September 1, 2023 are $37,692.00 per month, subject to annual adjustment pursuant to Section 5.2.a.

DELETE: 2.k Parking: Tenant shall be permitted to park 12 non-exclusive visitor cars on the ground floor exterior to the parking garage. Tenant shall be permitted to park 8 non-exclusive employee and visitor cars on the third (3rd) floor of the parking structure. Tenant shall be permitted to park 30 non-exclusive employee and visitor cars on the second (2nd) floor of the parking structure at a rental rate of $45 per space per month. All other parking on the premises shall be on a non-exclusive basis subject to a rental rate of $45 per space per month. Tenant agrees to be obligated to pay parking fees for the use of spaces, other than those located on the third (3rd) parking level, which Tenant or Tenant's employees use. Should Tenant or Tenant's employees park in areas other than the designated uncovered parking areas on the ground floor and the third (3rd) floor of the parking structure, unless previously rented by Tenant or Tenant's employees, Tenant shall pay for the monthly cost of the spaces and the costs of policing the parking areas for that month. Tenant shall abide by any and all additional parking regulations and rules established from time to time by Landlord or Landlord's parking operator. See attached parking plan for each level.

ADD: 2.k Parking: Tenant shall be permitted to park 16 non-exclusive visitor cars on the ground floor exterior to the parking garage. Tenant shall be permitted to park 19 non-exclusive employee and visitor cars on the third (3rd) floor of the parking structure. Tenant shall be permitted to park 39 non-exclusive employee and visitor cars on the second

(2nd) floor of the parking structure at a rental rate of $45 per space per month. All other parking on the premises shall be on a non-exclusive basis subject to a rental rate of $45 per space per month. Tenant agrees to be obligated to pay parking fees for the use of spaces, other than those located on the third (3rd) parking level, which Tenant or Tenant's employees use. Should Tenant or Tenant's employees park in areas other than the designated uncovered parking areas on the ground floor and the third (3rd) floor of the parking structure, unless previously rented by Tenant or Tenant's employees, Tenant shall pay for the monthly cost of the spaces and the costs of policing the parking areas for that month. Tenant shall abide by any and all additional parking regulations and rules established from time to time by Landlord or Landlord's parking operator. See attached parking plan for each level.

DELETE: 2.l Premises: that portion of the Building containing approximately 9,667 +/- square feet of rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building and known as Suite 200.

ADD: 2.l Premises: that portion of the Building containing approximately 10,597 +/- square feet of Rentable Area, and that portion of the Building containing approximately 6,853 +/-, together, as shown by notation on Amendment III Exhibit "A" located on the 2nd and 3rd floors of the Building and known as Suite 200 and Suite 300 respectively.

DELETE: 2.r Tenant's Proportional Share: 32.28%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of one (1) building containing total Rentable Area of 30,904 +/- square feet.

ADD: 2.r Tenant's Proportional Share: 57.14%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of one (1) building containing total Rentable Area of 30,296 +/- square feet.

DELETE 2u. Common Area Maintenance Fee "CAM": Tenant shall pay Landlord Tenant's Portion of allowable common area maintenance expenses based on its proportionate leasable building area compared to the gross leasable area of the shopping center. Landlord makes no representations or warranties regarding the current or future costs of CAM expenses. The CAM expenses currently include: insurance and taxes, common area utilities, contract services (landscape and pressure washing) and general maintenance (fire, life safety, lighting, plumbing, window cleaning). The current estimated CAM charge is $ .40 per square foot per month.

ADD 2u. Common Area Maintenance Fee "CAM": Tenant shall pay Landlord Tenant's Proportional Share of allowable common area maintenance expenses based on its proportionate leasable building area compared to the gross leasable area of the building. Landlord makes no representations or warranties regarding the current or future costs of CAM expenses. The CAM expenses currently include: insurance and taxes, common area utilities, contract services (landscape and pressure washing) and general maintenance (fire, life safety, lighting, plumbing, window cleaning). The current estimated CAM charge is $ .69 per square foot per month. For only the months of July and August 2023, Tenant will receive a CAM Credit of $4,728.57 per month.

DELETE: 5.2.a. Adjusted Base Rent: The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2.a. shall be adjusted annually (the "Adjustment Date"), commencing on July 1, 2023. Adjustments, if any, shall be based upon increases (if any) in the

"Price Index" not to exceed three percent (3%) annually. "Price Index" means the CPI-U (Consumer Price Index for All Urban Consumers): US city average published and calculated by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average (1982-4 = 100). The Price Index will be the reported average of the prior twelve (12) months to the most recent quarter as published in that CPI-U report or the annual CPI-U Price Index if the quarterly report is not applicable. If the Price Index for any Adjustment Date is equal to or less than the Price Index for the preceding Adjustment Date, the Base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

ADD: 5.2.a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2.a shall be adjusted annually (the "Adjustment Date"), commencing on July 1, 2024. Adjustments, if any, shall be based upon increases (if any) in the "Price Index". "Price Index" means the CPI (Consumer Price Index) published and calculated by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average (1982-4 = 100). The Price Index in publication three (3) months before July 1, 2024, shall be the "Base Index." The Price Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the then-current Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index (or the prior year's Comparison Index, as applicable). If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of the July 1, 2024, Adjustment Date), the Base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

ADD: Section 38. ADDITION OF NEW SUITES

Tenant desires to lease from Landlord the remainder of the suites in the Building which are not occupied by Tenant (each, a "Suite") as such Suites become available for lease. Therefore, Landlord, at Landlord's sole discretion, may offer to Tenant any Suite in the Building which becomes available for lease during the remainder of the Term, on the following terms:

(a) Landlord shall give Tenant at least ninety (90) days' prior written notice (the "New Suite Notice") of the availability of the particular Suite (the "New Suite").

(b) The "New Suite Commencement Date" will be the date (at least 90 days after delivery of the New Suite Notice) that the Landlord delivers possession of the New Suite to Tenant. Landlord shall deliver the New Suite to Tenant in broom clean condition, but no improvements or alterations will be made to the New Suite by Landlord, and Tenant shall be responsible for making any desired alterations to the New Suite in accordance with Section 12 of the Lease. Should Tenant request Landlord to make improvements to the New Suite, then Landlord will contribute no more than ten ($10) per square foot in a Tenant Improvement Allowance to help make the space ready to the Tenant. Any additional costs of such improvements will be amortized over the remaining term of the lease. All improvements will be subject to mutually agreed upon plans and costs.

(c) As of the New Suite Commencement Date, the New Suite shall be added to the Premises and shall be deemed part of the Premises for all purposes, and all of the Lease provisions will apply to the Premises.

(d) The term of lease for the New Suite shall be the same as the Term of the Lease.

(e) As of the New Suite Commencement Date, Base Rent under the Lease shall be increased for the additional Rentable Area of the New Suite at the same rate per square foot as the then applicable Base Rent under the Lease. Base Rent for the New Suite shall be adjusted at the same rate and time as Base Rent adjustments for the remainder of the Premises.

(f) As of the New Suite Commencement Date, Tenant's Proportionate Share shall be adjusted to include the New Suite.

(g) As of the New Suite Commencement Date, the number of parking spaces allocated to Tenant shall be adjusted based on the Rentable Area of the New Suite.

(h) As of the New Suite Commencement Date, any other provision of the Lease which is required or would be appropriate to modify on account of the addition of the New Suite to the Premises shall be deemed modified as reasonably and equitably required.

(i) Promptly after the New Suite Commencement Date, Landlord and Tenant shall execute an amendment to the Lease including at least the following information: (i) identification of the New Suite with the applicable update to Exhibit A attached to the Lease; (ii) the New Suite Commencement Date; (iii) the Rentable Area of the New Suite, and the Rentable Area of the Premises as increased by the Rentable Area of the New Suite, (iv) the adjustment to Tenant's Proportionate Share based on the addition of the New Suite; (v) the adjusted Base Rent under the Lease based on the addition of the New Suite; and (vi) the adjustment to Tenant's allocated parking spaces.

ADD: Section 39. LANDLORD SOLICITATION

If Landlord receives a bona fide third-party offer to purchase the building, then Landlord, in Landlord's sole discretion, may notify Tenant of such offer and solicit Tenant to purchase the building under similar terms and conditions. If Landlord and Tenant cannot agree on terms for Tenant to purchase the building, then Landlord may pursue other likely purchasers.

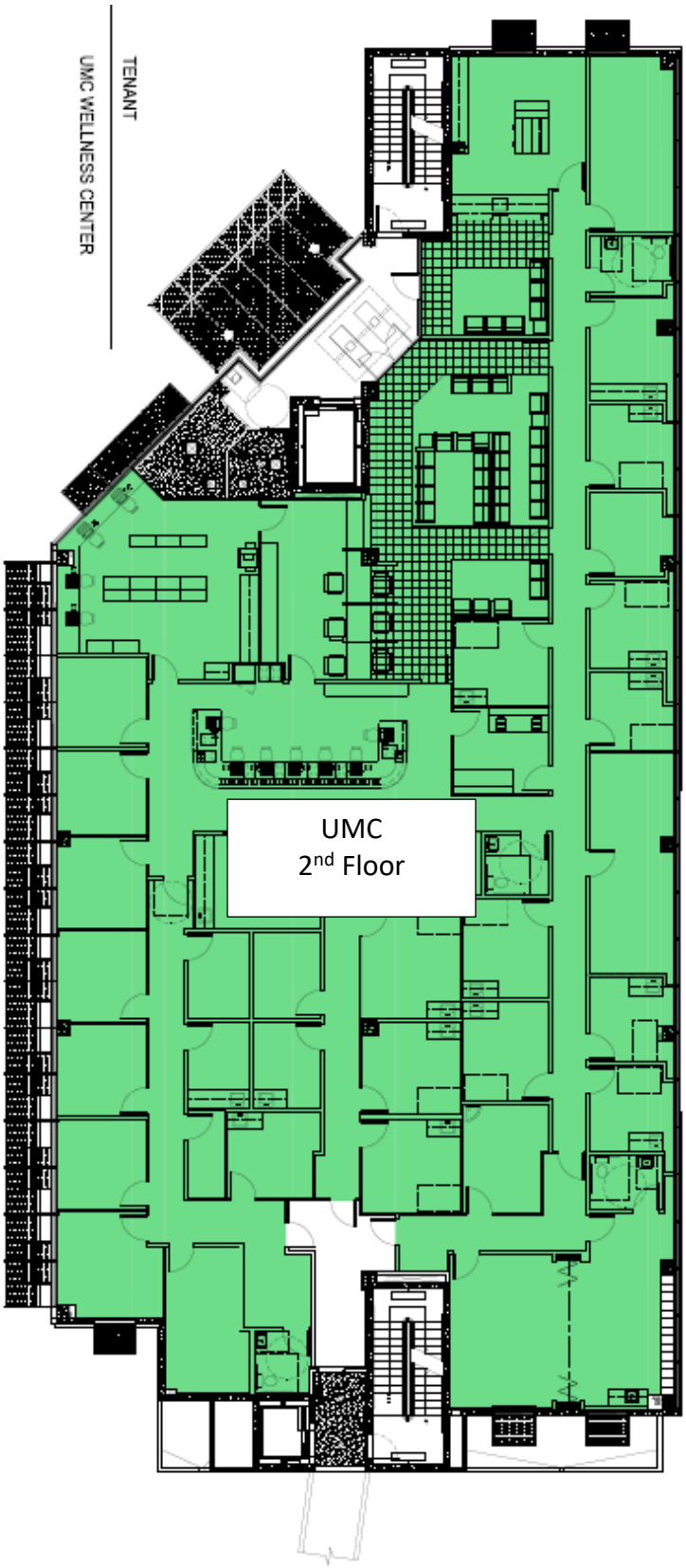
ADD: Section 37.w Taking: Upon execution of Amendment III Tenant will allow 60 days for occupant of Suite 300 to vacate the suite.

Subject to the modification of the Lease by this Amendment, the Lease is affirmed and remains in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and same instrument.

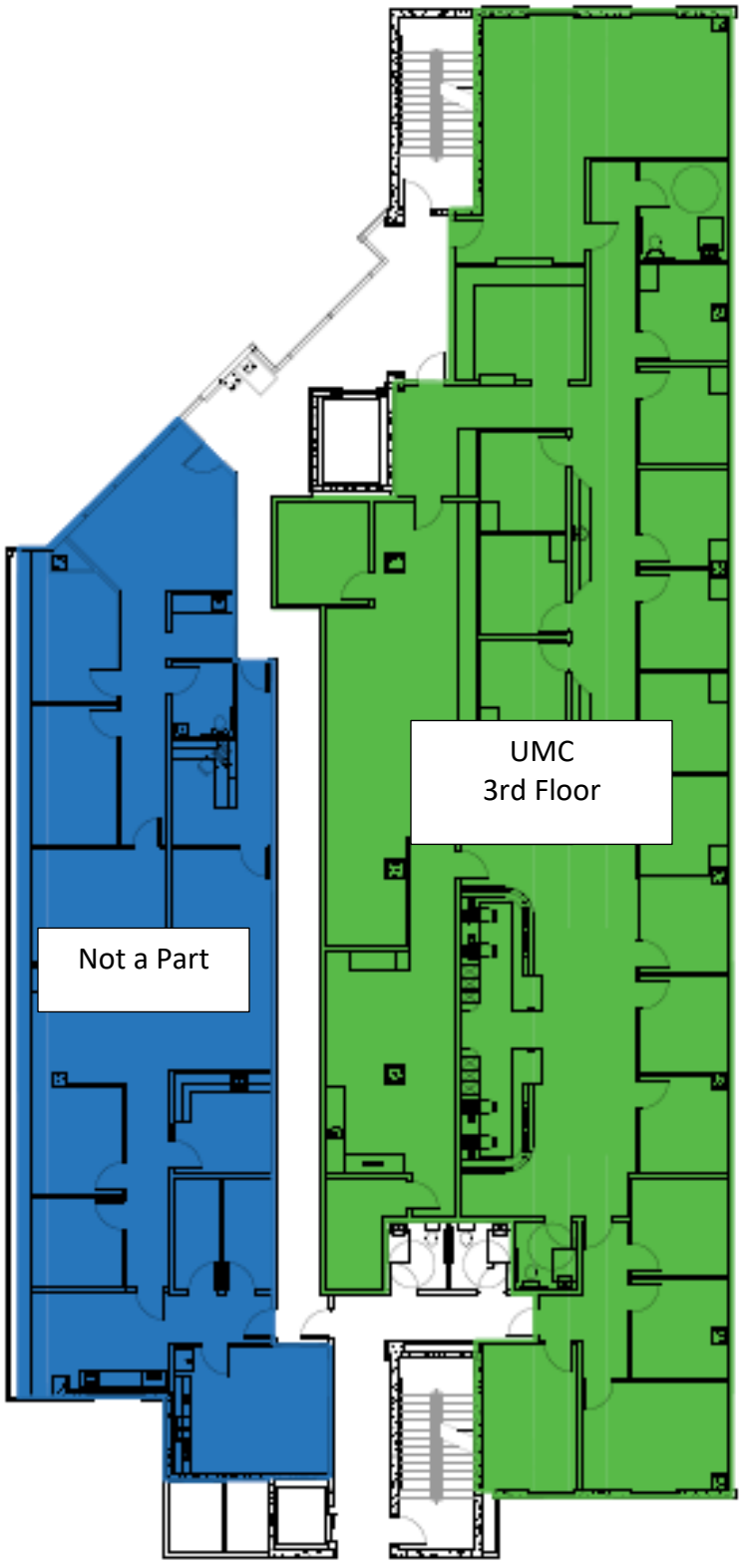
| | |
|---|---|
| **701 MEDICAL LLC, a Nevada limited liability company** | **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** |
| By: 710 Tonopah, LLC, a Nevada limited liability company, its Manager | |
| By: Delta Point, L.L.C., a Nevada limited liability company, its Manager | By: _____ |
| By: Real Estate Advisors, LLC, a Nevada limited liability company, its Manager | Print Name: _____ |
| | Title: _____ |
| By: _____ | Date: _____ |
| Louis V. Carnesale, Manager | |

Date: _____

Amendment III
Exhibit A



Amendment III
Exhibit A (Cont'd)



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

| | | |
|---|---|---|
| **Issue:** | **Education – Experience Team Initiatives** | **Back-up:** |
| **Petitioner:** | Mason VanHouweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board receive an update on the UMC Experience Team's initiatives for employees at UMC; and direct staff accordingly. (For possible action)**

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from the UMC Experience team initiatives at UMC.

Cleared for Agenda
May 31, 2023

Agenda Item #
**19**

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

| | | |
|---|---|---|
| **Issue:** | **2023 Governing Board Action Plan – HealtHIE Nevada** | **Back-up:** |
| **Petitioner:** | Mason VanHouweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board review and discuss the Governing Board 2023 Action Plan, to include an informational presentation by HealtHIE Nevada on the State of Nevada health Information Exchange; and take any action deemed appropriate. (For possible action)**

**FISCAL IMPACT:**

None

**BACKGROUND:**

Representatives from HealtHIE Nevada will present the Governing Board with information regarding the health information exchange.

Cleared for Agenda
May 31, 2023

Agenda Item #
**12**

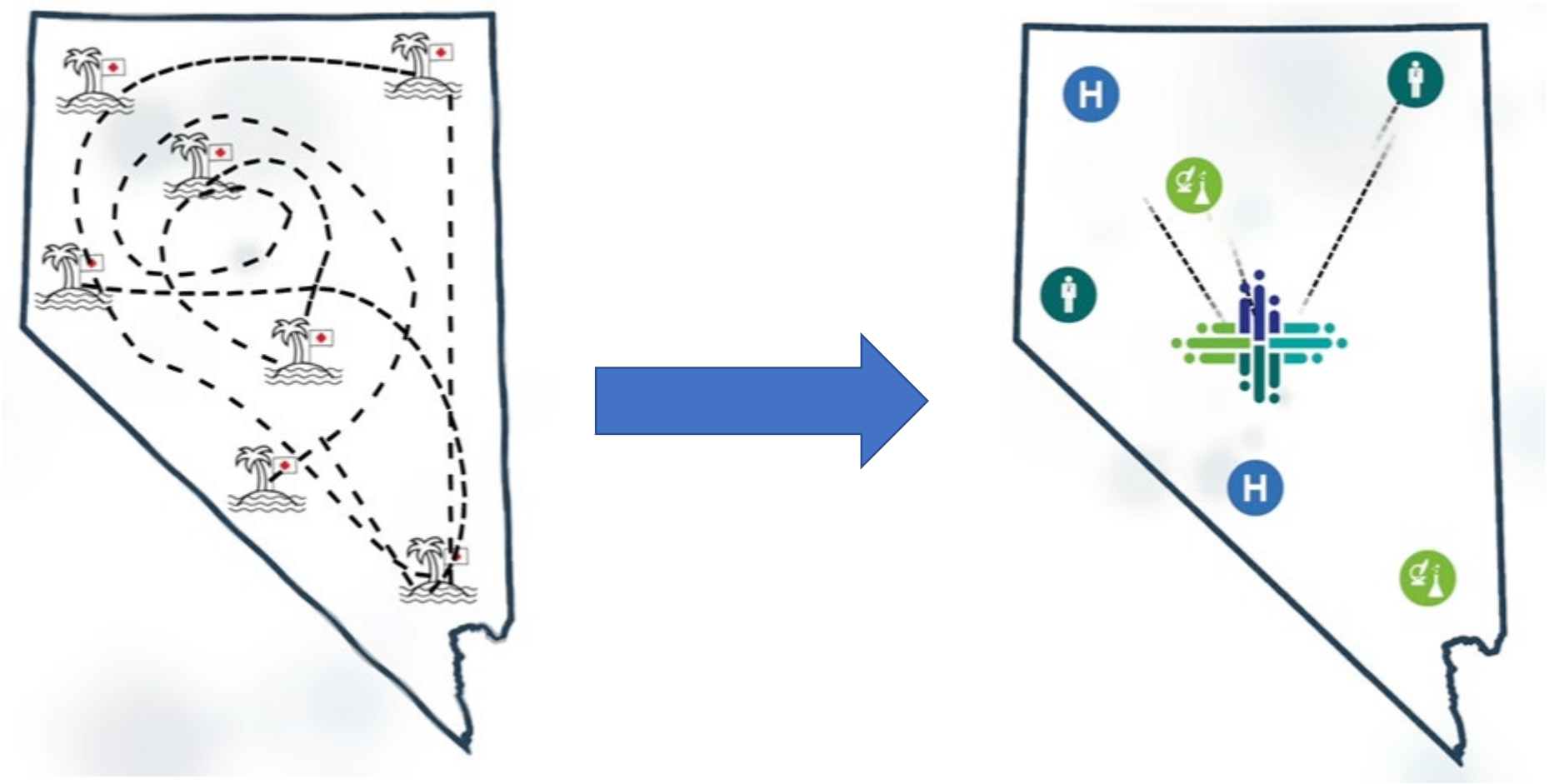
HEALTHIE NEVADA

Connecting to Care

# Nevada's Health Information Exchange

Chuck Dorman, MS, RD, FACHE
Director of Outreach

# HealtHIE Nevada “Islands” Overview Video Link

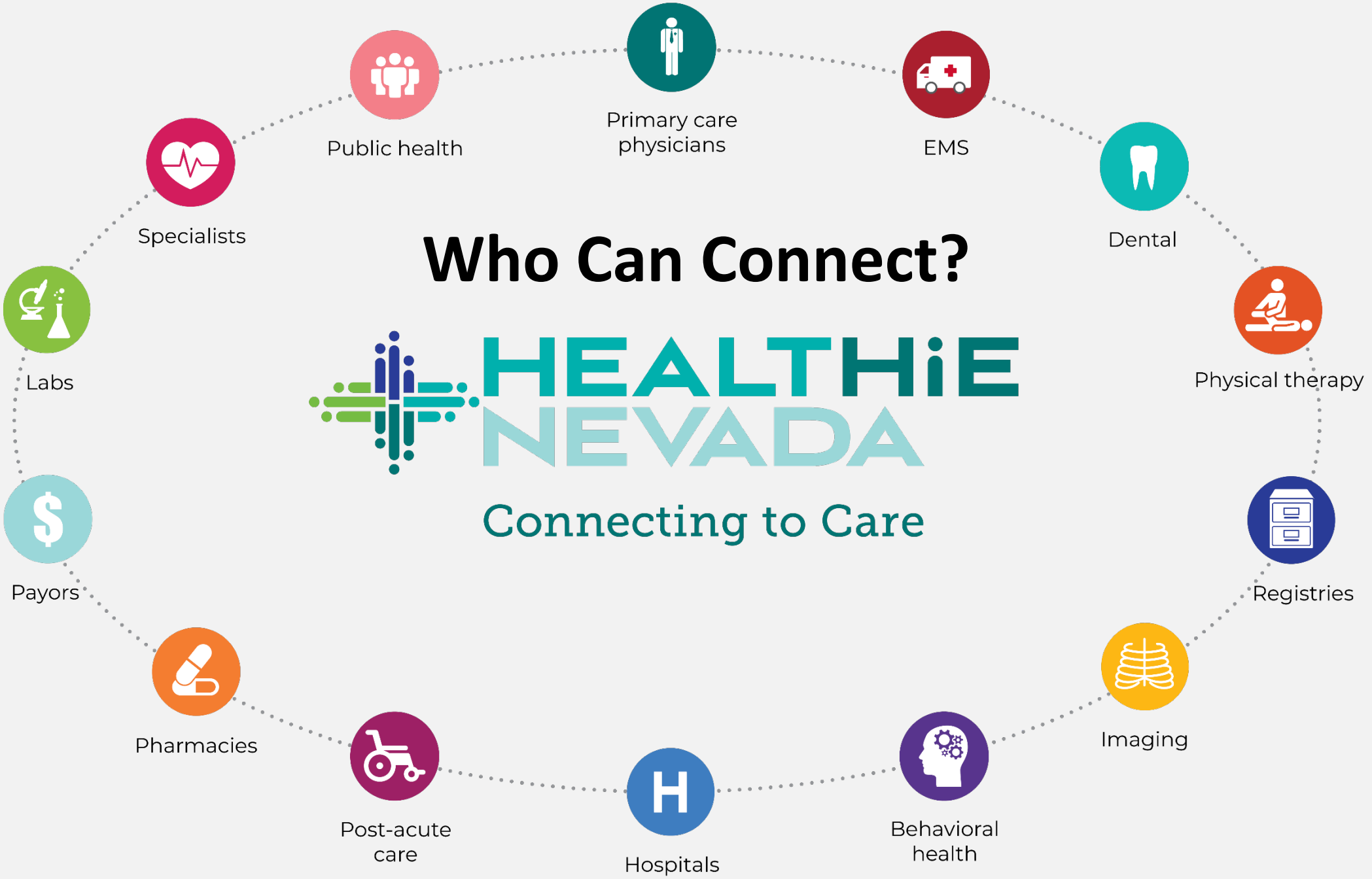


https://healthienevada.org/about/what-is-hie-video/

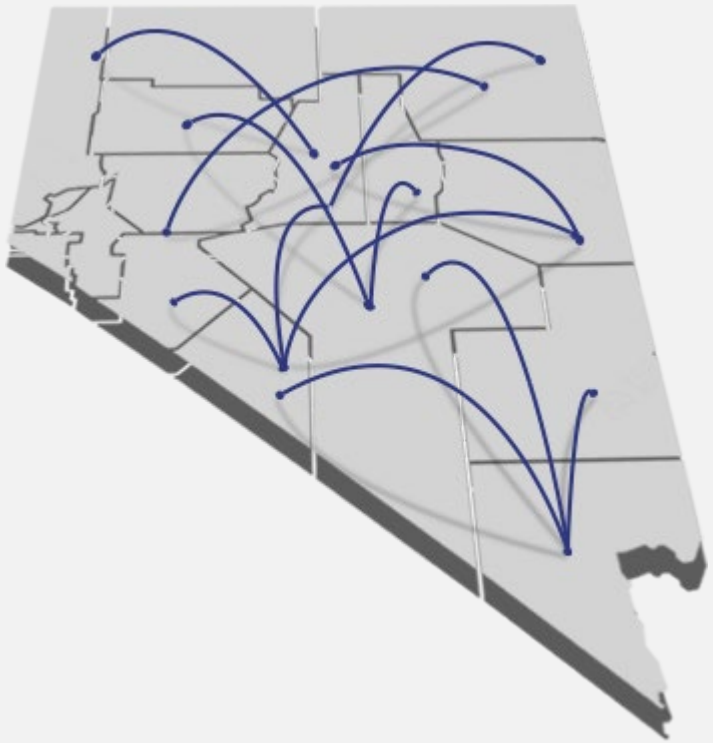
# Who Can Connect?

HEALTHiE NEVADA

Connecting to Care



# The HIE in Nevada



## Organizations engaged with HealtHIE Nevada:

- **6** health plans
- **31** acute care hospitals
- **1728+** licensed providers
- **4** major laboratory systems
- **4** diagnostic imaging centers
- **2** EMS systems
- **5** hospice organizations
- **9** LTAC and SNFs
- **3** home health agencies

## Content in HealtHIE Nevada Includes:

- More than **3.7 million** unique patients
- Records include:
  - Admissions and discharge Information
  - Laboratory results
  - Radiology results and images
  - A wide range of dictated physician notes and reports

# HealtHIE Nevada Services

# The Value of the Health Information Exchange

## Quality

- Provide supplemental care data from other sources that your electronic health record system does not have
- Improves information needed for decision-making at point of care and for continuity of care
- Improves transitions of care for all patients that reduce unnecessary readmissions by 75%

## Safety

- Data from broader community of care
- Access to allergies, medications, COVID 19 results and other clinical data can reduce potential for medical errors and duplicative testing

## Cost Savings

- Reduce duplicate testing resulting in higher patient satisfaction
- Reduce length of stay
- Improve outcomes and lower costs
- Reduce staff time and money wasted on preventable phone calls and faxes
- Improve revenue from TCM and CCM visits (Outpatient) and 30-day readmissions

*https://www.jwatch.org/na49742/2019/10/01/do-admission-and-readmission-reduction-programs-truly

# How do we work together to improve healthcare?

- HealtHIE Nevada's outreach team brings clinical expertise and technical knowledge of services to help your organizations leadership identify valuable use case workflows for our tools. Once identified, we work with your organization to complete agreements and launch your project.

- HealtHIE Nevada's operations team works with your organization's IT team and your EMR Vendor to complete your project

- Once your project is completed, Operations and Outreach ensure that the technology and clinical teams understand the capabilities and ensure that the tools work to improve patient care.

# UMC Goals for HealtHIE Nevada 2023

1. Increase use of our HealtHIE Chart Portal
2. Improve access to HealtHIE Chart for Primary Care team
3. Begin work on Query and Retrieve push of HealtHIE Nevada data to UMC's Epic Instance
4. Provide marketing materials for UMC branding and dissemination
5. Develop a cadence of accountability that improves outcomes and value for UMC
6. Provide UMC board with basic information about Health Information Exchanges and HealtHIE Nevada.
7. Improve interoperability for UMC.

# UMC/HealtHIE Nevada Outcomes Thusfar

- All ER Physicians who requested access have it as of April 2023
- All Pediatric Physicians have access as of May 3, 2023
- Currently Working with Tiffanie on the need for Primary Care Access
- UMC participates in the eHealth Exchange which accelerated the use of QnR. UMC was live in April and is now importing data from HealtHIE Nevada into EPIC.
- Marketing materials from HealtHIE Nevada have been sent to UMC for rebranding and distribution
- Regularly schedule meetings need to be established after board meeting in May.
- Board presentation has been scheduled for May 31, 2023
- UMC will identify their top ten clinical referral organizations for a campaign that requires them to share their data with HealtHIE Nevada.
- HealtHIE Nevada will provide sample language that Mason can utilize for his message to these organizations.

Cdorman@healthienevada.org
(302) 463-2300

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

| | | |
|---|---|---|
| **Issue:** | **Report from the Governing Board Human Resources and Executive Compensation Committee** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the May 2, 2023 Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
May 31, 2023

Agenda Item #

**21**

# 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.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the May 24, 2023 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
May 31, 2023

Agenda Item #
**22**

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

| | | |
|---|---|---|
| **Issue:** | **Monthly Financial Report for April FY23 Update** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board receive an update on the monthly financial report for April FY23; and take any action deemed appropriate**

**FISCAL IMPACT:**

None

**BACKGROUND:**

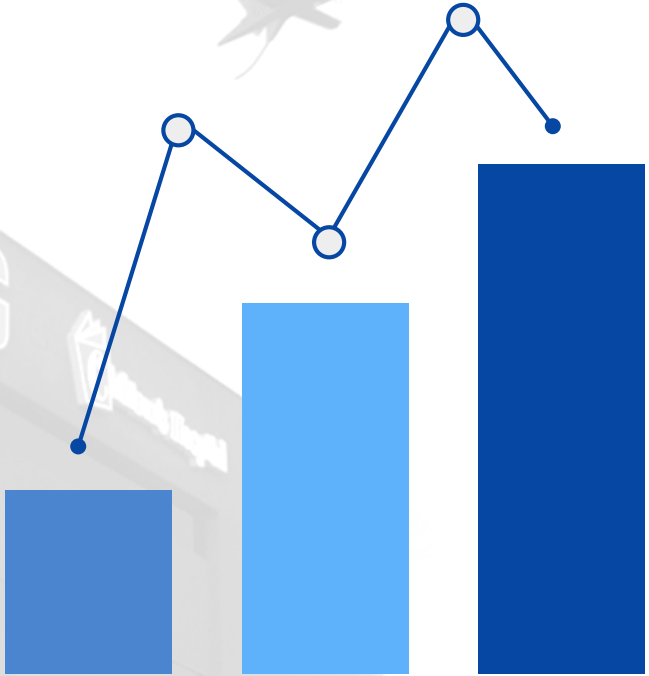
The Governing Board will receive an update on April FY23 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
May 31., 2023

Agenda Item #
**23**

# April 2023 Financials

GB Meeting



# KEY INDICATORS-APR

| Current Month | Actual | Budget | % Var | Prior Year | Variance | % Var |
|---|---|---|---|---|---|---|
| APDs | 18,847 | 17,219 | 9.46% | 19,556 | (708) | (3.62%) |
| Total Admissions | 1,951 | 2,158 | (9.58%) | 1,850 | 101 | 5.46% |
| Observation Cases | 810 | 904 | (10.40%) | 904 | (94) | (10.40%) |
| AADC | 628 | 574 | 9.46% | 652 | (24) | (3.62%) |
| ALOS (Admits) | 7.10 | 5.10 | 39.14% | 7.17 | (0.07) | (0.98%) |
| ALOS (Obs) | 1.06 | 1.29 | (17.92%) | 1.29 | (0.23) | (17.92%) |
| Hospital CMI | 1.84 | 1.96 | (5.93%) | 1.87 | (0.03) | (1.58%) |
| Medicare CMI | 1.81 | 2.26 | (19.67%) | 2.08 | (0.26) | (12.67%) |
| IP Surgery Cases | 814 | 861 | (5.51%) | 777 | 37 | 4.76% |
| OP Surgery Cases | 434 | 459 | (5.35%) | 448 | (14) | (3.13%) |
| Transplants | 14 | 13 | 7.69% | 13 | 1 | 7.69% |
| Total ER Visits | 9,532 | 9,549 | (0.18%) | 9,432 | 100 | 1.06% |
| ED to Admission | 11.40% | - | - | 10.61% | 0.79% | - |
| ED to Observation | 10.14% | - | - | 10.28% | (0.14%) | - |
| ED to Adm/Obs | 21.55% | - | - | 20.90% | 0.65% | - |
| Quick Cares | 17,390 | 18,442 | (5.70%) | 16,025 | 1,366 | 8.52% |
| Primary Care | 5,875 | 6,217 | (5.49%) | 5,888 | (13) | (0.22%) |
| UMC Telehealth - QC | 509 | 225 | 126.22% | 179 | 330 | 184.36% |
| OP Ortho Clinic | 1,564 | - | 100.00% | - | 1,564 | 100.00% |
| Deliveries | 101 | 121 | (16.31%) | 108 | (7) | (6.48%) |

# SUMMARY INCOME STATEMENT APR

| REVENUE | Actual | Budget | Variance | % Variance | |
|---|---|---|---|---|---|
| Total Operating Revenue | $75,698,546 | $66,609,605 | $9,088,941 | 13.65% | ↑ |
| Net Patient Revenue as a % of Gross | 19.44% | 18.91% | 0.54% | - | |
| **EXPENSE** | **Actual** | **Budget** | **Variance** | **% Variance** | |
| Total Operating Expense | $74,722,340 | $66,051,670 | ($8,670,670) | (13.13%) | ↓ |
| **INCOME FROM OPS** | **Actual** | **Budget** | **Variance** | **% Variance** | |
| **Total Inc from Ops** | **$976,206** | **$557,935** | **$418,271** | **74.97%** | ↑ |
| Add back: Depr & Amort. | $2,953,327 | $2,955,392 | $2,065 | 0.07% | ↑ |
| **Tot Inc from Ops plus Depr & Amort.** | **$3,929,533** | **$3,513,327** | **$416,206** | **11.85%** | ↑ |
| **Operating Margin (w/Depr & Amort.)** | **5.19%** | **5.27%** | **(0.08%)** | **-** | |

# SUMMARY INCOME STATEMENT YTD APR

| REVENUE | Actual | Budget | Variance | % Variance | |
|---|---|---|---|---|---|
| Total Operating Revenue | $709,758,842 | $664,905,116 | $44,853,726 | 6.75% | ↑ |
| Net Patient Revenue as a % of Gross | 18.58% | 18.78% | (0.20%) | - | |
| **EXPENSE** | **Actual** | **Budget** | **Variance** | **% Variance** | |
| Total Operating Expense | $708,561,590 | $661,000,304 | ($47,561,285) | (7.20%) | ↓ |
| **INCOME FROM OPS** | **Actual** | **Budget** | **Variance** | **% Variance** | |
| **Total Inc from Ops** | **$1,197,252** | **$3,904,812** | **($2,707,560)** | **(69.34%)** | ↓ |
| Add back: Depr & Amort. | $29,355,081 | $29,116,638 | ($238,444) | (0.82%) | ↓ |
| **Tot Inc from Ops plus Depr & Amort.** | **$30,552,334** | **$33,021,450** | **($2,469,116)** | **(7.48%)** | ↓ |
| **Operating Margin (w/Depr & Amort.)** | **4.30%** | **4.97%** | **(0.66%)** | | |

# SALARY & BENEFIT EXPENSE

| | Actual | Budget | Variance | % Variance | |
|---|---|---|---|---|---|
| Salaries | $29,149,641 | $24,743,617 | ($4,406,024) | (17.81%) | |
| Benefits | $12,743,145 | $11,902,314 | ($840,831) | (7.06%) | |
| Overtime | $1,228,368 | $782,956 | ($445,413) | (56.89%) | |
| Contract Labor | $2,880,599 | $856,754 | ($2,023,846) | (236.22%) | |
| **TOTAL** | **$46,001,754** | **$38,285,640** | **($7,716,114)** | **(20.15%)** | |

# EXPENSES APR

| | Actual | Budget | Variance | % Variance | |
|---|---|---|---|---|---|
| Professional Fees | $2,941,947 | $3,774,155 | $832,208 | 22.05% | ↑ |
| Supplies | $12,809,752 | $12,072,577 | ($737,175) | (6.11%) | ↓ |
| Purchased Services | $6,403,268 | $5,940,506 | ($462,761) | (7.79%) | ↓ |
| Depreciation | $2,391,371 | $2,325,568 | ($65,803) | (2.83%) | ↓ |
| Amortization | $561,956 | $629,824 | $67,868 | 10.78% | ↑ |
| Repairs & Maintenance | $1,509,378 | $914,191 | ($595,187) | (65.11%) | ↓ |
| Utilities | $509,455 | $490,357 | ($19,098) | (3.89%) | ↓ |
| Other Expenses | $1,409,267 | $1,428,017 | $18,750 | 1.31% | ↑ |
| Rental | $184,192 | $190,834 | $6,642 | 3.48% | ↑ |
| **Total Other Expenses** | **$28,720,586** | **$27,766,030** | **($954,557)** | **(3.44%)** | ↓ |

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

| | | |
|---|---|---|
| **Issue:** | **Receive an update from Meena Vohra, M.D.** | **Back-up:** |
| **Petitioner:** | Mason VanHouweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

Chief of Staff, Meena Vohra, M.D., will provide a Medical Staff update.

Cleared for Agenda

April 26, 2023

Agenda Item #

**30**

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

| | | |
|---|---|---|
| **Issue:** | **Kirk Kerkorian School of Medicine Dean's Update** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
May 31, 2023

Agenda Item #
**25**

# 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.** ***(For possible action)***

**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
May 31, 2023

Agenda Item #
**26**

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

| | | |
|---|---|---|
| **Issue:** | **Emerging Issues** | **Back-up:** |
| **Petitioner:** | Mason VanHouweling, 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.** ***(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda
May 31, 2023

Agenda Item #
**27**

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

| | | |
|---|---|---|
| **Issue:** | **Closed Door Session** | **Back-up:** |
| **Petitioner:** | Mason Van Houweling, Chief Executive Officer | **Clerk Ref. #** |

**Recommendation:**

**That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. *(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda
May 31, 2023

Agenda Item #
**28**