

# **UMC Governing Board**

Wednesday, October 30, 2024 2:00 p.m.

Kirk Kerkorian School of Medicine at UNLV - MEB Room 234

625 Shadow Lane

Las Vegas, NV 89106

### **AGENDA**

### **University Medical Center of Southern Nevada**

GOVERNING BOARD
October 30, 2024 2:00 p.m.
Kirk Kerkorian School of Medicine at UNLV
MEB Room 234
625 Shadow Lane, Las Vegas, NV, 89106

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, October 30, 2024, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website http://www.umcsn.com and at Nevada Public Notice at <a href="https://notice.nv.gov/">https://notice.nv.gov/</a>, and University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office) and the Kirk Kerkorian School of Medicine at UNLV 625 shadow Lane, Las Vegas, NV.

- The main agenda is available on University Medical Center of Southern Nevada's website <a href="http://www.umcsn.com">http://www.umcsn.com</a>. 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 September 25, 2024. (Available at University Medical Center, Administrative Office) (For possible action)
- 3. Approval of Agenda. (For possible action)

### **SECTION 2: CONSENT ITEMS**

- 4. Approve the October 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 22, 2024; or take action as deemed appropriate. (For possible action)
- 5. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meeting held on August 7, 2024; and take action as deemed appropriate. (For possible action)
- 6. Approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on September 24, 2024; and take action as deemed appropriate. (For possible action)
- 7. Receive a report on the emergency repairs of deteriorated sanitary/domestic water main/pipes; or take action as deemed appropriate. (For possible action)
- 8. Approve and authorize the Chief Executive Officer to sign the Therapeutic Apheresis Services Agreement with Vitalant; and to exercise any extension/renewal options; or take action as deemed appropriate. (For possible action)
- 9. Approve and authorize the Chief Executive Officer to sign the Revenue Cycle Assessment Statement of Work with Vizient, Inc.; exercise the extension option and execute future amendments within the not-to-exceed amount of this agreement; or take action as deemed appropriate. (For possible action)
- 10. Ratify the Second Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.; or take action as deemed appropriate. (For possible action)
- 11. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement (Clinical Services) for pathology services with Quest Diagnostics Incorporated and Hoffman, M.D., Associated Pathologists, Chartered; exercise any extension options; or take action as deemed appropriate. (For possible action)
- 12. Award the RFP No. 2024-07 for Federal and State Advocacy Services to R&R Partners, Inc.; and authorize the Chief Executive Officer to sign the Services Agreement and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)
- 13. Award the Bid No. 2024-08, UMC 2040 Administrative Office Buildout Floors 3, 4 & 5 Project PWP# CL-2024-521, to Martin-Harris Construction, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)
- 14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Four to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; or take action as deemed appropriate. (For possible action)

- 15. Review and recommend for award by the Board of Hospital Trustees for University Medical Center of Southern Nevada the Bid No. 2024-03, UMC 6 North & 1 South Renovation Project PWP# CL-2024-535, to Builders United, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)
- 16. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Lease Agreement with Tonopah Partners, LLC for rentable space at 2100 West Charleston Blvd., APN# 13932804013; or take action as deemed appropriate. (For possible action)

### **SECTION 3: BUSINESS ITEMS**

- 17. Receive an informational presentation from Anna Caputo, UMC Equal Opportunity Program Manager, regarding UMC's Pregnant Workers Fairness Act; and direct staff accordingly. (For possible action)
- 18. Review and discuss the Governing Board 2024 Action Plan, to include an informational presentation from Nilesh Gokal, MD, FAAFP, regarding the Nevada Physician Wellness Coalition; and direct staff accordingly. (For possible action)
- 19. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)
- 20. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. (For possible action)
- 21. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)
- 22. Receive the monthly financial report for September FY25; and take any action deemed appropriate. (For possible action)
- 23. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)
- 24. Receive the Hospital CEO update; and take any action deemed appropriate. (For possible action)

#### **SECTION 4: EMERGING ISSUES**

25. 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**

26. 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 September 25, 2024

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, September 25, 2024
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:07 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

### **CALL TO ORDER**

### **Board Members**:

### Present:

John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Laura Lopez-Hobbs
Mary Lynn Palenik
Robyn Caspersen
Harry Hagerty
Renee Franklin (WebEx)
Chris Haase (WebEx)
Jeff Ellis (WebEx)

### Ex-Officio Members:

#### Present:

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

### Absent:

None

### Others Present:

Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Tori Begay, Emergency Preparedness Program Coordinator
Maria Sexton, Chief Information Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary

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### **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 August 28, 2024. (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)

### FINAL ACTION:

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

### **SECTION 2: CONSENT ITEMS**

ITEM NO. 4 Approve the September 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 24, 2024; or take action as deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

- Credentialing Activities

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Agreement with Ascend, Inc. for Implementation Services of UKG Dimensions Pro Workforce Management Software; authorize the Chief Executive Officer to execute future change orders or amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

- Statement of Work
- Disclosure of Ownership

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the BACTEC FX Blood Culture System Acquisition Agreement with Becton, Dickinson & Company; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

- Acquisition Agreement Redacted
- Sourcing Letter
- Business Associate Agreement
- Disclosure of Ownership
- ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the 3M V.A.C. ULTA Therapy Units Master Usage Agreement with First American Bancorp, Inc. and the Facility Agreement to Terms and Conditions for use of 3M V.A.C. Therapy Units with KCI USA Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

- Master Usage Agreement & Addendum
- Facility Agreement
- Disclosure of Ownership
- ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Participating Addendum Agreement with Hamilton Medical, Inc. for the purchase of replacement ventilators; or take action as deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

- Hamilton Medical Agreement
- Ventilator Sourcing Letter
- Disclosure of Ownership
- Disclosure of Relationship
- ITEM NO. 9 Approve and authorize Chief Executive Officer to sign the Seventh Amendment to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

- Amendment Seven
- Disclosure of Ownership
- ITEM NO. 10 Approve and authorize Chief Executive Officer to sign the Ninth Amendment to Memorandum of Understanding with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

Amendment Nine to MOU

- Disclosure of Ownership
- ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Da Vinci Surgical System Sales, License, and Service Agreement with Intuitive Surgical, Inc.; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

- Sales, License and Service Agreement
- Disclosure of Ownership
- ITEM NO. 12 Approve award RFI No. 2024-12 Non-Emergent Patient Transport Services to multiple transportation providers; authorize the Chief Executive Officer to sign the RFI No. 2024-12 Service Agreements; execute any extension options and future amendments within the not-to-exceed amount of the Agreements; or take action as deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

- Carevans Service Agreement
- GMTCare Service Agreement
- Medlife Transportation Service Agreement
- MTC Service Agreement
- ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign Second Amendment to the Master Services Agreement with Savista, LLC for Coding and Auditing Services; or take action as deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

- Amendment Two
- Disclosure of Ownership

### FINAL ACTION:

A motion was made by Member Hagerty that Consent Items 4-13 be approved as presented. Member Hagerty abstained on Item 11. Motion carried by unanimous vote, with the exception of Item 11, which carried a majority vote of approval.

### **SECTION 3: BUSINESS ITEMS**

ITEM NO. 14 Receive an informational presentation from Tori Begay, UMC Emergency Preparedness Program Coordinator, regarding UMC's Emergency Preparedness program; and direct staff accordingly. (For possible action)

### DOCUMENT(S) SUBMITTED:

PowerPoint

### **DISCUSSION:**

Tori Begay, Emergency Preparedness Program Coordinator, provided a highlevel overview of the operations of the program at UMC, as well as an update on the lessons learned from the Formula One event.

The program is committed to provide a safe, accessible, effective and responsible environment of care consistent with UMC's mission, services and applicable governmental requirements and is designed to protect patients and staff, as well as ensure the hospital is prepared to manage and recover from a disaster. Best practices from multiple entities are utilized in planning for large scale events. Incident command system training, provided through FEMA, provides education for groups who participate in the program.

UMC has an Emergency Preparedness Committee, which is made up of an interdisciplinary group made up of staff from various hospital departments. Ms. Begay continued the discussion by highlighting various roles and responsibilities of the emergency preparedness committee, including participation in activation of emergency operation plans, monthly test notifications and participation in real-world incidents and exercises.

Chairman O'Reilly asked if there is a link between other hospitals throughout the county. Ms. Begay stated that there is a liaison for each hospital and one overarching medical surge leader that communicates with all liaisons.

Preparedness includes set up of an incident command center, UMC/Clark County exercises, Clark County joint meetings and National Guard engagement.

Ms. Begay shared the process in preparing for Formula 1 and Super Bowl events, lessons learned, and any financial impacts incurred by UMC. Exercises and collaboration with community partners have already been planned in preparation for the race this year.

She highlighted that many hours are spent in advance planning and preparation for the events. Strengths and opportunities for improvement learned from these events were reviewed.

Costs associated with program preparation include hours spent in collaboration and planning, trainings, exercises, logistics, meeting attendance, as well as the engagement of internal and external resources. Although there were no major financial impacts from these events, there were program costs and an increase in staffing to assist with the events. She noted if there were a real-world incident, the financial impact could be different.

Some of the highlights of the community planning event were shared with the board. There are 36 incident subcommittees and UMC is actively involved in 3 of these committees. UMC is the only facility that has a dedicated emergency program coordinator.

There have been more trainings and additional staff added to ensure the success of the program. A real world incident would create more costs and have a greater financial impact.

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Chair O'Reilly applauded the program and emphasized the importance of being prepared at all times.

### **FINAL ACTION:**

None

ITEM NO. 15 Review and discuss and discuss the Governing Board 2024 Action Plan, to include an informational update from Maria Sexton, UMC Chief Information Officer, regarding UMC's Epic System strategy and roadmap; and direct staff accordingly. (For possible action)

### DOCUMENT(S) SUBMITTED:

PowerPoint

### DISCUSSION:

Maria Sexton, Chief Information Officer, provided a follow up update on the key take away from the post UGM Meeting, as well as the strategies and roadmap moving forward. A slide of what has been completed, items in progress and future ideas were shown.

After the post UGM 2024 meeting on September 6<sup>th</sup>, there are several items that the team is focusing on, which will benefit UMC. Ms. Sexton highlighted the following 12-18 month strategic focus items, which include, surgical services optimization, revenue cycle management, patient scheduling and clinician efficiency. Strategic ideas to streamline and improve patient flow, patient experience, business continuity and resiliency, and patient safety goals were also reviewed.

Ms. Sexton will provide updates in a future regarding future goals for the coming year.

### FINAL ACTION:

None

ITEM NO. 16 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

Member Ellis provided a report on the special meeting which was held on Tuesday, September 24, 2024 at 9:00 a.m. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received the ratification of the SEIU Contract for the next 4-years. The agreement will be effective October 15, 2024. Salary ranges and the economic impact were discussed. The agreement was unanimously approved by the committee and will be reviewed for approval on today's board agenda.

There were no emerging issues, no public comment, and the meeting adjourned at 9:21 a.m.

### FINAL ACTION:

None

ITEM NO. 17 Review and recommend for ratification by the Hospital Board of Trustees, in accordance with Clark County Ordinance 3.74.030(12), the Collective Bargaining Agreement between University Medical Center of Southern Nevada and the Service Employees International Union, Local 1107, effective the date ratified by the Hospital Board of Trustees through June 30, 2028; or take action as deemed appropriate. (For possible action)

### DOCUMENT(S) SUBMITTED:

- Renewal CBA Presentation
- Attachment I CBA FY25-FY28 Highlights
- Attachment II 2024-2028 CBA Redlined
- Attachment III CBA FY25-FY28 Fiscal Impact Cost Savings
- Attachment IV Fiscal Impact Summary

Mr. Ricky Russell, Chief Human Resource Officer, provided highlights of the tentative SEIU contract agreement. Bargaining began in February of 2024. There were approximately 20 bargaining sessions. A tentative agreement was reached on September 12<sup>th</sup> and SEIU ratification was on September 18<sup>th</sup>. The agreement will be considered for approval by the Board of Hospital Trustees on October 15<sup>th</sup>.

The negations were cordial. The teams worked together to reconcile any differences. Approximately 3,900 employees were represented and there were more than 20 bargaining sessions. Of the 45 Articles, 30 were opened and modified and one new article was inserted – Article 45- Centralized Resource Pool.

Mr. Russell provided an overview of the COLA and salary schedules affecting the next four fiscal years. Shift differential and standby pay were shifted to improve market pay.

Miscellaneous enhancements included, floating and call off, attendance and tardy, and drug and alcohol issues. Consolidated annual leave accrual for new hire employees has been adjusted and there is a voluntary buy-out program for employees with an EIB1 account.

### FINAL ACTION:

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A motion was made by Member Hobbs that the SEIU agreement be approved and recommend to the Hospital Board of Trustees for ratification presented. Motion carried by unanimous vote.

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

### DOCUMENT(S) SUBMITTED:

None

### **DISCUSSION:**

Member Caspersen provided a report on the meeting which was held on Wednesday, September 18, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received an overview of the insurance coverage at UMC for FY25 from Shaunda Philips, Director of Administrative Services. A summary of coverages at UMC, including self-insured amounts, and how it is used to manage risks.

The Committee received a report from the CFO on the monthly financial results and fiscal year-end financials for August 2024.

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

There was no public comment and the meeting adjourned at 3:35 PM.

### FINAL ACTION:

None

# ITEM NO. 19 Receive the monthly financial report for the August FY25; and take any action deemed appropriate. (For possible action)

### **DOCUMENT(S) SUBMITTED:**

August FY25 Financial Reports

### **DISCUSSION**:

Ms. Wakem provided a summary of the monthly financial reports for August FY25.

The key indicators for August showed admissions below budget 7.5%. The AADC was 603. Average length of stay was at 6.24 days. Overall hospital acuity was 1.90 and Medicare CMI was 2.64. Inpatient surgeries were 2% below

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budget. Outpatient surgeries were 2.5% above budget. There were 17 transplant cases. ER visits were 5% below budget. Approximately 22.7% of ED patients are being admitted. Quick care visits were down 9%. Primary cares were up 6.78%. There were 490 telehealth visits and ortho visits were high. There were 119 deliveries for the month.

The income statement for the month showed operating revenue below budget. Total operating expenses above budget \$1.7 million. Total income from ops was \$4.4 million on a budget of \$3.1 million, leaving us \$1.2 million above budget. Year-to-date statistics were reviewed.

Salaries, wages and benefits were over budget approximately \$1.5 million for the month, primarily due to radiology. Contract labor was under budget approximately \$200K. Overtime is over budget by approximately 3%. All other expenses were \$173K above budget.

### FINAL ACTION:

None

At this time, Vice-Chair Mackay called the next agenda item.

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

### **DOCUMENT(S) SUBMITTED:**

None

### **DISCUSSION**:

Dean Kahn began by discussion regarding the relationship with UMC in community engagement, as well as in research. The ER group is poised to supervise exercises for healthcare personnel, following the demolition of the Tropicana, as an opportunity to practice search and rescue.

In research, the school has hired a rheumatologist, who has brought in clinical trials to the school and hospital. Over \$1 million was received from the Department of Defense to study the unique partnership with the military.

UNLV along with UMC, UNR and Renown Hospital in Northern Nevada, is working together to obtain state funding in the upcoming legislative session to grow GME and receive funding to start new residency programs.

A Department of Ophthalmology has been started and they are working to start an Ophthalmologic residency program. An application is being finalized for a Hematology Medical Oncology Fellowship program. The school is working with Cleveland Clinic on a combined residency program in Neurology; inpatient training would take place at UMC.

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There was continued discussion regarding the programs that are being established through the school and where the funding would come from.

### FINAL ACTION:

None

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

### **DOCUMENT(S) SUBMITTED:**

CEO Update

### **DISCUSSION:**

Tony Marinello, UMC COO provided the following CEO updates:

- Da Vinci Robot First of its kind in Southern Nevada it is the DaVinci 5. It
  will arrive the beginning of October. Thank you to the team.
- New ventilators 120 to be delivered in October
- Pathways Re-designation survey now open for nursing
- Patient flow updates ER and Hospitalists medicine have been employed. A
  Clinical Decision Unit has been opened to assist in process of patient through
  put.
- UMC/Clark County Fire Paramedic Training Partnership
- New Cath Lab Grand Opening earlier today. Thank you to the Board for attending. The team is planning for continued growth.
- Col. Kilburn was UMC's Healthcare Hero in September.

### FINAL ACTION:

None

### **SECTION 4: EMERGING ISSUES**

ITEM NO. 22 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.

### **FINAL ACTION TAKEN:**

September 25, 2024

None

A motion was made by Member Mackay to go into closed session pursuant to NRS 241.015(3) (b) (2).

There being no further business to come before the Board at this time, at the hour of 3:18 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

### **SECTION 5: CLOSED SESSION**

ITEM NO. 25 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 3:25 PM.

At the hour of 4:13 PM, the closed session on the above topic ended.

### **FINAL ACTION TAKEN:**

None

There being no further business to come before the Board at this time, at the hour of 4:13 PM. Chair O'Reilly adjourned the meeting.

### APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

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

Petitioner: Mason VanHouweling

#### **Recommendation:**

That the Governing Board approve the October 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 22, 2024; 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 October 17, 2024 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 October 22, 2024 meeting.

Cleared for Agenda October 30, 2024

Agenda Item#

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GOVERNING BOARD AGENDA

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Date: October 30, 2024
To: Governing Board
From: Credentials Committee

Subject: October 17, 2024 Credentialing Activities

### I. <u>NEW BUSINESS</u>

A. Summary - Proposed Revisions to the UMC Medical and Dental Staff Bylaws
 B. Full Document - Proposed Revisions to the UMC Medical and Dental Staff Bylaws
 Attached

### II. <u>CREDENTIALS</u>

### A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Arita	Adam	MD	10/22/2024 - 05/31/2026	Anesthesiology	Locum Tenens	Category 1
2	Blood	Sara	APRN	10/22/2024 - 07/31/2026	Radiology	UMC Radiology	Category 1
3	Brochert	Adam	MD	10/22/2024 - 08/31/2026	Radiology	Medicus HealthCare Solutions	Category 1
4	Bryant	Nicholas	PA	10/22/2024 - 04/30/2026	Radiology	UMC Radiology	Category 1
5	Caraballo	Girah	CRNA	10/22/2024 - 10/31/2025	Anesthesiology	Mike O'Callaghan Military Hospital	Category 1
6	Chen	Caitlin	DO	10/22/2024 - 04/30/2026	Medicine/Psychiatry	UNLV Health	Category 1
7	Kim	Andrew	MD	10/22/2024 – 01/31/2026	Pediatrics / Tele- neurology	Pediatrix Neurology of Nevada	Category 1
8	Kramer	David	DO	10/22/2024 - 03/31/2026	Medicine	UNLV Health	Category 1
9	Luong	Robert	MD	10/22/2024 - 11/30/2026	Internal Medicine	UMC Centennial Quick Care	Category 1
10	Lythgoe	Stacey	APRN	10/22/2024 - 11/30/2025	Medicine/Hematology Oncology	Integrative Cancer Care of Nevada	Category 1
11	Mahani	Sahar	MD	10/22/2024 - 08/30/2026	Medicine Internal Medicine	Pioneer Healthcare	Category 1
12	Navarre	Brittany	MD	10/22/2024 - 02/28/2026	Pediatrics	Children's Heart Center of NV	Category 1

GOVERNING BOARD AGENDA

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				10/22/2024 -			Category
13	Oxhorn	Lubia	APRN	08/31/2026	Medicine/Nephrology	MD Call Coverage LLC	1
				10/22/2024 -		Medrina dba Farzin	Category
14	Patel	Rebecca	MD	03/31/2026	Medicine/PMR	Farhangnejad MD PC	1
				10/22/2024-		Mike O'Callaghan Military	Category
15	Pinto	Morgan	DO	08/31/2026	Internal Medicine	Hospital	1
					Surgery/General		
				10/22/2024-	Surgery/Trauma/Trauma		Category
16	Pulido	Odessa	DO	06/30/2026	Critical Care	UNLV Health	1/HOLD
				10/22/2024 -	Emergency	Mike O'Callaghan Military	Category
17	Ramos	Everlino	PAC	07/31/2026	Medicine/Adult	Hospital	1
				10/22/2024-	Medicine/Internal		Category
18	Ricana	Byron	APRN	06/30/2026	Medicine	Platinum Hospitalists	1
				10/22/2024 -			Category
19	Russon	Adam	DO	02/28/2026	Surgery/Urology	Las Vegas Urology LLP	1
				10/22/2024 -	Medicine Hematology	Comprehensive Cancer	Category
20	Trieu	Janson	MD	10/31/2026	Oncology	Centers of Nevada	1
				10/22/2024 -		Mike O'Callaghan Military	Category
21	Vanderveer	Seth	MD	03/31/2026	Medicine/Rheumatology	Hospital	1
				10/22/2024 -	Medicine/Internal		Category
22	Villarama	Joseph	APRN	03/31/2026	Medicine	Platinum Hospitalists	1
				10/22/2024 -			Category
23	Walden	Michael	MD	07/31/2026	Radiology	UMC Radiology	1
				10/22/2024 -	internal Medicine &	Mike O'Callaghan Military	Category
24	Watters	Peter	PAC	12/31/2025	Emergency Medicine	Hospital	1

### **B.** REAPPOINTMENTS TO STAFF

1	Alexander	John	D.O.	12/01/2024- 11/30/2026	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center Nevada
2	Altshuler	Paulina	D.O.	12/01/2024- 11/30/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Obstetrics and Gynecology

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	Т	T	1		T	I	T
3	Aquino	Jose	M.D.	12/01/2024- 11/30/2026	Medicine/Cardiology	**Active Membership and Privileges	Nevada Heart & Vascular Center
4	Awoke	Ginikachukwu	APRN	12/01/2024- 11/30/2025	Ambulatory Care	APP Initial FPPE Privileges	UMC-Centennial Primary Care
5	Belete	Hewan	M.D.	12/01/2024- 11/30/2026	Anesthesiology	**Active Membership and Privileges	UMC Anesthesia
6	Ben-Rey	Zvia	APRN	12/01/2024- 11/30/2026	Medicine/Nephrology	APP Active Independent Membership and Privileges	Kidney Specialists of Southern Nevada
7	Bonney	Caitlin	M.D.	12/01/2024- 11/30/2026	Emergency Medicine & Trauma Emergency	**Active Membership and Privileges	UMC Emergency Medicine
8	Chatham	Walter	M.D.	12/01/2024- 11/30/2025	Medicine/Rheumatology	Affiliate Membership and Privileges	UNLV Health
9	Cooper	Sheila	M.D.	12/01/2024- 11/30/2026	Anesthesiology	Affiliate Membership and Privileges	US Anesthesia Partners
10	Davies	Emily	D.O.	12/01/2024- 11/30/2026	Pediatrics/Pediatric Critical Care	Affiliate Membership and Privileges	Las Vegas Pediatric Critical Care
11	Falslev	Christopher	D.O.	12/01/2024- 11/30/2025	Emergency Medicine/Adult Emergency Medicine	Affiliate Initial FPPE Membership and Privileges	Office of Military Medicine
12	Greenhalgh	Angela	APRN	12/01/2024- 11/30/2026	Orthopaedic Surgery/Orthopaedic Surgery	APP Dependent Privileges	UMC Orthopedic & Spine Institute
13	Horning	Sandra	M.D.	12/01/2024- 11/30/2026	Pediatric Medicine	Affiliate Membership and Privileges	UMC Pediatric Emergency Medicine

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		T	1			Ι	
				12/01/2024-	Anesthesiology &	Affiliate Membership and	
14	Kalos	Peter	M.D.	11/30/2025	Trauma Anesthesia	Privileges	UMC Anesthesia
T-4				12/01/2024-	Medicine/Internal	Affiliate Membership and	
	Lei	KaChon	M.D.	11/30/2026	Medicine	Privileges	UMC Hospitalists
15	Lei	Raciion	IVI.D.	11/30/2020	Wiedicine	Filvileges	Olvic Hospitalists
				12/01/2024-	Emergency Medicine	Affiliate Membership and	UMC Emergency
	Madsen	William	D.O.	11/30/2025	& Trauma Emergency	Privileges	Medicine
16	Maasen		5.0.	11,50,2025	a riddina zinergeney		Wedienie
				12/01/2024-			
	Maniago	Rowena Lyn	APRN	11/30/2025	Medicine/Nephrology	APP Initial FPPE Privileges	NKDHC, PLLC
17	_	-				_	
						Active Membership and	
				12/01/2024-		Privileges to Affiliate	Nevada Heart &
	Marchand	Arturo	M.D.	11/30/2026	Medicine/Cardiology	Membership and Privileges	Vascular Center
18					J.		
				12/01/2024-		Active Membership and	
	Martin	Kate	M.D.	11/30/2026	Family Medicine	Privileges	UNLV Health
19							
		Anthony		12/01/2024-		APP Active Independent	
20	Opimo	Brando	APRN	11/30/2026	Family Medicine	Membership and Privileges	UMC
20							
					Emergency		
				12/01/2024-	Medicine/Pediatric	Active Membership and	
24	Orenstein	Julian	M.D.	11/30/2026	Emergency Medicine	Privileges	UMC Peds EM
21				12/01/2024	Obstetrics and	Affiliate Membership and	Docort Dorinatal
	5.1			12/01/2024-		Affiliate Membership and	Desert Perinatal
22	Palmquist	Maria	M.D.	11/30/2025	Gynecology	Privileges	Associates
				12/01/2024-		Affiliate Membership and	UMC Center for
	Pankewycz	Oleh	M.D.	11/30/2026	Medicine/Nephrology	Privileges	Transplantation
23	Palikewycz	Oleli	IVI.D.	11/30/2020	wiedicine/ Nephrology	Filvlieges	Transplantation
					Emergency		Office of Military
				12/01/2024-	Medicine/Adult	Affiliate Membership and	Medicine/Rotator 1 yr
	Pitotti	Christopher	M.D.	11/30/2025	Emergency Medicine	Privileges	Reap
24		Cinistopher	141.0.	11,30,2023	Liner Beriey ividualine	Tivileges	леар
				12/01/2024-	Medicine/Internal	Affiliate Membership and	
	Raroque	Jennifer	M.D.	11/30/2026	Medicine	Privileges	Platinum Hospitalists
25							
				12/01/2024-	Pediatrics/Neonatolog	Active Membership and	UMC Neonatology
	Reyes	Dahna	M.D.	11/30/2026	у	Privileges	Unit
26	-					_	
				12/01/2024-		Affiliate Membership and	Medicus Healthcare
	Rhoads	Jennifer	D.O.	11/30/2026	Anesthesiology	Privileges	Solutions
27							
				12/01/2024-		Active Membership and	Kidney Specialists of
20	Ribeiro	Phillip	M.D.	11/30/2026	Medicine/Nephrology	Privileges	Southern Nevada
28				42/04/2224	6 /01 1	ACCID: A A A A A A A A A A A A A A A A A A A	
				12/01/2024-	Surgery/Otolaryngolo	Affiliate Membership and	
20	Shah	Suparna	M.D.	11/30/2026	gy	Privileges	UNLV Health
29						<u> </u>	

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				12/01/2024-		Affiliate Membership and	
20	Slocum	Joshua	M.D.	11/30/2026	Anesthesiology	Privileges	UMC Anesthesia
30							
				12/01/2024-	Anesthesiology &	Active Membership and	
	Vollers	Agata	M.D.	11/30/2026	Trauma Anesthesia	Privileges	UMC Anesthesia
31							
					Emergency		
				12/01/2024-	Medicine/Pediatric	Affiliate Membership and	
	Walker	Don	M.D.	11/30/2026	Emergency Medicine	Privileges	UMC Peds EM
32						_	
				12/01/2024-	Surgery/Pediatric	APP Independent	
	Winn	Kitzy	APRN	11/30/2025	Surgery	Membership and Privileges	UNLV Health
33		-		-			

### C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

	Altshuler	Paulina	DO	12/01/2024- 11/30/2026	Obstetrics and Gynecology	New privilege: *Da Vinci Robotic, *Resection of Uterine Septum or Myoma, *Total Laparoscopic Hysterectomy with/without Salpingo-oophorectomy,*Hysterectomies, *Cystotomies, *Cystoscopies. Withdraw: Dilation & Evacuation 6 weeks and up
1	Aitsilulei	Paulilla	DO	11/30/2020	dynecology	weeks and up
2	Aquino	Jose	MD	12/01/2024- 11/30/2026	Medicine/Cardiology	New privilege: Percutaneous coronary atherectomy
3	Awoke	Ginikachukwu	APRN	12/01/2024- 11/30/2025	Ambulatory Care	Withdraw = Pediatric Patients & Children's Health (Age Birth to 18 years)
4	Ben-Rey	Zvia	APRN	12/01/2024- 11/30/2026	Medicine/Nephrology	Withdraw = Interpret electrocardiogram tracing.
5	Bonney	Caitlin	MD	12/01/2024- 11/30/2026	Emergency Medicine & Trauma Emergency	Withdraw= Telemedicine and Ambulatory.
6	Greenhalgh	Angela	APRN	12/01/2024- 11/30/2026	Orthopaedic Surgery/Orthopaedic Surgery	Withdraw = Telemedicine.
7	Martin	Kate	MD	12/01/2024- 11/30/2026	Family Medicine	Withdraw: Ambulatory Medicine (outpatient Services Only), Critical Care, Pediatrics
8	Marchand	Arturo	MD	12/01/2024- 11/30/2026	Medicine/Cardiology	New Privilege: Invasive Cardiology

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				12/01/2024-		Withdraw: Ambulatory Medicine (outpatient
	Ribeiro	Philip	MD	11/30/2026	Medicine/Nephrology	Services Only)
9						

### D. MODIFICATION OF PRIVILEGES

1	Adlaon	Ronald	APRN	Ambulatory Care & General Surgery	Modification of New Department - Surgery
2	Ridder	David	MD	Trauma/Surgery Critical Care	Modification of New Department - General
3	Rimer	Ryan	MD	Radiology	Modification of Privileges – <b>New Privilege:</b> ENDOVACULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA)
4	Rosas	Melissa	MD	Medicine/Pulmonary & Respiratory Care	Modification of Privileges - <b>Withdraw:</b> Deep Sedation; Administration of Sedation for failure to complete FPPE

### E. EXTENSION OF INITIAL FPPE

	1	1		I	
1	Ali	Ahmed	MD	Internal Medicine	Extend Initial FPPE through April 2025 due to not able to provide cases.
2	Brown	Emily	APRN	Ambulatory Care	Extend FPPE through April 2025 due to not able to provide cases - <i>New privilege</i> : Pediatric Family Medicine
3	Cedeno- Mendoza	Ricardo	MD	Infectious Disease	Extend Initial FPPE through April 2025 due to not able to provide cases.
4	Dugan	Mark	MD	Pediatric Critical Care	Extend FPPE through April 2025 due to not able to provide case - <i>New Privilege</i> : Nitrous Oxide Sedation
5	Hunter	Craig	DO	Surgery/Urology	Extend Initial FPPE through April 2025 due to not able to provide cases.
6	Lee	Diana	MD	Internal Medicine	Extend Initial FPPE through April 2025 due to not able to provide cases.
7	Martinez	Stephanie	MD	Surgery & Trauma Burn	Extend FPPE through April 2025 due to not able to provide case - New Privilege in Trauma Burn: Laser CO2
8	Prabhu	Angeline	MD	Infectious Disease	Extend Initial FPPE through April 2025 due to not able to provide cases.
9	Shockley	Ronald	MD	Infectious Disease	Extend Initial FPPE through April 2025 due to not able to provide cases.
10	St Hill	Charles	MD	General Surgery	Extend FPPE through April 2025 due to not able to provide case - New Privileges: Nervous System

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					Extend FPPE through April 2025 due to not able to provide case - New
					Privileges In Family Medicine: Premature labor at less than or equal to
				Obstetrics &	36 weeks // Severe preeclampsia // Tubal Ligation // Culdocentesis //
				Gynecology // Family	Amniocentesis // Loop 8electrosurgical excision procedures //
	Zenkin	Elena	MD	Medicine	Transcervical balloon tuboplasty // Use of the laparoscope
11					

### F. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

	Caliwag	Gregory	CRNA	Anesthesia	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
1	_				
				Orthopedic	Change in Staff Status - Release from APP Initial FPPE Privileges to APP
2	Fong	Taylor	PAC	Surgery	Dependent Privileges
				Emergency	Change in Staff Status - Release from APP Initial FPPE Privileges to APP
3	Matheson	Max	PAC	Medicine	Dependent Privileges
					Change in Staff Status - Release from Affiliate Initial FPPE Membership
4	Merrell	Jason	MD	Anesthesiology	and Privileges to Affiliate Membership and Privileges-Completion of FPPE
					Change in Staff Status - Release from APP Initial FPPE Privileges to APP
5	Meserole	Gerlie	APRN	Ambulatory Care	Dependent Privileges
					Change in Staff Status - Release from Affiliate Initial FPPE Membership
6	Nath	Manoj	MD	Internal Medicine	and Privileges to Affiliate Membership and Privileges-Completion of FPPE
				Surgery/General	Change in Staff Status - Release from Affiliate Initial FPPE Membership
7	Pinette	William	MD	Surgery/CVT	and Privileges to Affiliate Membership and Privileges-Completion of FPPE
					Change in Staff Status - Release from Affiliate Initial FPPE Membership
8	Saint-Victor	Marvell	MD	Radiology	and Privileges to Affiliate Membership and Privileges-Completion of FPPE
					Change in Staff Status - Release from Affiliate Initial FPPE Membership
9	Williams	Jon	MD	General Surgery	and Privileges to Affiliate Membership and Privileges-Completion of FPPE
					Change in Staff Status - Release from Affiliate Initial FPPE Membership
10	Yang	Austin	DO	Internal Medicine	and Privileges to Affiliate Membership and Privileges-Completion of FPPE

### G. COMPLETION OF FPPE FOR NEW DEPARMENT/PRIVILEGES

1	Fink	Kelly	APRN	Ambulatory Care	Completion of FPPE – New privilege: Medicine/Psychiatry
2	Hanson	Chad	MD	Orthopedic Surgery	Completion of FPPE – New Privilege: Telemedicine
3	Kodandapani	Keshavan	APRN	Ambulatory Care	Completion of FPPE - New Department/Privileges: Medicine/Psychiatry

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4	Kuruvilla	Kevin	MD	Surgery/General Surgery Trauma/General Surgery / Trauma/Surgery Critical Care	Completion of FPPE - New Privileges Trauma Surgery: Moderate Sedation, Laparoscopy, Percutaneous Trach, REBOA & ORIF of Rib Fractures New Privileges Trauma Critical Care: Mgt of Intracranial Pressure Monitoring  New Privileges Surgery/General Surgery: Moderate Sedation & Amputations
5	Lising	Arkay Marie	APRN	Medicine/ Psychiatry	Completion of FPPE – New Privilege: Telemedicine
6	Smith	Robert	MD	Anesthesiology & Trauma Anesthesiology	Completion of FPPE – New privilege: Trauma Anesthesia
7	St Hill	Charles	MD	General Surgery	Completion of FPPE – New Privileges: Complex Wound Mgt., Amputations
8	Zenkin	Elena	MD	Obstetrics & Gynecology // Family Medicine	Completion of FPPE – New Privileges In Family Medicine: Multiple gestational deliveries // Cesarean section assist

### H. REQUEST FOR LEAVE OF ABSENCE

1	Colangione	David	MD	Surgery / General Surgery	Mike O'Callaghan Military Medical Center	Request for LOA - Military Leave
2	Pruangkarn	Susanna	APRN	Medicine/Pulmonary Medicine/Respiratory Care	Mike O'Callaghan Military Medical Center	Request for LOA - Military Leave

### I. CHANGE IN SPONSOR

						APP Change in
						Supervising/Collaborating Physician -
						Change Supervising Physician to
1	Matheson	Max	PAC	Emergency Medicine	UMC Employed	James, Preddy DO

### J. REMOVAL FROM STAFF

1	Auerback	Samuel	MD	Ambulatory Care/	UMC Employed	Remove from Staff – Term Notice Received from HR.
2	Baum	Beau	MD	Emergency Medicine	Military - Office of Military Medicine	Remove from staff – Military Rotator
3	Corbett	Ryan	MD	Emergency Medicine/Adult Emergency Medicine	Military - Langley AFB	Remove from staff – Military Rotator

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					Military - Landstuhl	
4	D'Amore	Michael	MD	Anesthesiology	Regional Medical Center	Remove from staff – Military Rotator
5	Duncan	Shelbi	PAC	Medicine/ Internal Medicine	Office of Military Medicine	Removed from Staff – Failure to Complete Initial FPPE.
6	Jordan	Michelle	DO	Ambulatory Care/	UMC Employed	Remove from Staff – Term Notice Received from HR.
7	Lee	Peter	DO	Surgery/CVT	Vegas Vascular	Removed from Staff – Failure to Complete Initial FPPE.
8	Morehouse	Kristopher	DO	Family Medicine	Military - Office of Military Medicine	Removed from staff - Per Jennifer
				Emergency Medicine /	Sound Physicians-	
9	Nokes	Ryan	PAC	Adult Emergency Medicine	Emergency Medicine	Remove from staff - Sound Physicians: No longer working at UMC
10	Rashid	Bashir	MD	Family Medicine	Pioneer Healthcare	Remove from staff - No response with 10 day notice
11	Shahin	Ziad	PAC	Medicine / Internal Medicine	Sound Physicians	Remove from staff - Sound Physicians: No longer working at UMC
12	Singh	Gagandeep	MD	Pediatrics	UMC Employed	Removed from staff
13	Welch	Thomas	CRNA	Anesthesiology	NPH Anesthesia of Nevada - VAC	Remove privileges - Failure to provide a supervising physician

### K. REQUEST FOR RESIGNATION

1	Baum	Beau	MD	Adult Emergency Medicine	Office of Military Medicine	No longer with Air Force, requested to be removed.
2	DeVera	Anastasia	DO	Obstetrics and Gynecology	Women's Health Associates of Southern	Resignation- Changed practices
3	Kearns	Devin	DO	Anesthesiology	UMC Anesthesia	Resignation – Per Committee
4	Lunario	Aaron	APRN	Internal Medicine	Pioneer Healthcare	Resignation – Not working at UMC

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5	Nick	Cameron	MD	Anesthesiology	Office of Military Medicine	Resignation - Per Jennifer
6	Patten	Allison	DO	Pediatrics/Pediatric Critical Care	Las Vegas Pediatric Critical Care	Resignation – No reason provided
7	Savran	Stephen	MD	Medicine/Cardiology	Nevada Heart and Vascular	Does not perform any invasive procedures at UMC or round at UMC
8	Simpson	LeRone	MD	Surgery/General Surgery & Trauma Surgery	Medicus	No Reason Provided
9	Welch	Thomas	CRNA	Anesthesia	Welch CRNA Anesthesia, LLC	No Covering Provider

### L. CHANGE IN STATUS

1	Aquino	Jose	MD	Medicine/Cardiology	Active with Membership and Privileges to Affiliate with Membership and Privileges
2	Belete	Hewan	MD	Anesthesiology	Active with Membership and Privileges to Affiliate with Membership and Privileges
3	Bonney	Caitlin	MD	Emergency Medicine & Trauma Emergency	Active with Membership and Privileges to Affiliate with Membership and Privileges
5	Ellison	Lynne	DO	Pediatrics	Change in Staff Status - Affiliate Membership and Privileges to Active with Membership and Privileges
4	Marchand	Arturo	MD	Medicine/Cardiology	Active to Affiliate - Does not meet criteria to remain active staff status at reappointment

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

Issue:	UMC Policies and Procedures	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

### **Recommendation:**

That the UMC Governing Board approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meeting held on August 7, 2024; and take action as deemed appropriate. (For possible action)

### **FISCAL IMPACT:**

None

### **BACKGROUND:**

At their meeting held on October 7, 2024, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee's activities of August 7, 2024, including the recommended creation, revision, and/or retirement of UMC policies and procedures and recommend for approval by the Governing Board.

Cleared for Agenda October 30, 2024

Agenda Item#



### August 7, 2024 Hospital Policy / Procedure Committee

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below.

### **Total of 36 Approved, 0 Retired**

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Urinalysis: Siemens Clinitek</u> <u>Status Connect with Siemens</u> <u>Multistix Reagent Strips</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by General Lab Services Manager and Laboratory Services Director.
CLINITEK Status® Analyzer using Clinitest® Human Chorionic Gonadotropin (hCG) Pregnancy Test	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by General Lab Services Manager and Laboratory Services Director.
Timed Collections for Therapeutic Drug Monitoring	Revised	Approved with Revisions	Scheduled review, no changes. Vetted by Quality Assurance Coordinator and Laboratory Services Director.
Case Management- Wellness Center	Revised	Approved as Submitted	Updated with latest RWCM standards-AR. Vetted by Ambulatory Clinical Manager, Ambulatory Executive Director and Medical Director Inpatient & Outpatient Infectious Disease Services.
Evaluation and Care of the HIV Infected Patient in the Outpatient Ambulatory Health Services (OAHS) Setting (Ryan White)	Revised	Approved as Submitted	Reviewed for accuracy-AR. Vetted by Ambulatory Clinical Manager, Ambulatory Executive Director and Medical Director Inpatient & Outpatient Infectious Disease Services.
Outpatient Ambulatory Medical Center (OAMC)	Revised	Approved as Submitted	Reviewed only-AR. Vetted by Ambulatory Clinical Manager, Ambulatory Executive Director and Medical Director Inpatient & Outpatient Infectious Disease Services.
Ryan White Vision Benefits	Revised	Approved as Submitted	Reviewed for latest HRSA requirements-AR. Vetted by Ambulatory Clinical Manager, Ambulatory Executive Director and Medical Director Inpatient & Outpatient Infectious Disease Services.
Standard of Care for Dentures (Ryan White)	Revised	Approved as Submitted	Updated with latest RW dental standards-AR. Vetted by Ambulatory Clinical Manager, Ambulatory Executive Director and Medical Director Inpatient & Outpatient Infectious Disease Services.
Imposition of Charges (Ryan White)	Revised	Approved as Submitted	Merged two previous policies to one (Nominal fee and Annual Cap). Vetted by Finance and Wellness.



<u>Subcontractors – Ryan White</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Ambulatory Clinical Manager, Infectious Disease Medical Director and Executive Director Ambulatory Care.
Clinic Hours/ After Hours	New	Approved as Submitted	New policy. Vetted by Wellness.
Pulmonary Function Test Protocols	Revised	Approved as Submitted	Updated to align with current practice. Vetted by Ambulatory Care Clinical Director.
Political Activities Within the Workplace	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Human Resources and Chief Human Resources Officer.
<b>Employee Communication</b>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Human Resources and Chief Human Resources Officer.
Additional Compensation and Notice of Additional Employment	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Human Resources and Chief Human Resources Officer.
TD-100® Automated Transesophageal (TEE) Ultrasound Probe High Level Disinfector	Revised	Approved as Submitted	Edit to TD-100 Operation section was added to reflect the use of disposable transport container for transporting TEE probe. Vetted by Sterile Processing Manager.
Biological Monitoring of the "STERRAD®" Sterilizer	Revised	Approved as Submitted	Updated the biological from 30 to 15 minutes. Vetted by Sterile Processing Manager.
Case Management Process	Revised	Approved as Submitted	Scheduled review, no changes. Added to new template. Vetted by Care Management Manager and CFO.
Concurrent Review by External Agencies	Revised	Approved as Submitted	Scheduled review, no changes. Added to new template. Vetted by Care Management Manager and CFO.
Focused Professional Practice Evaluation (FPPE) Policy for Newly Privileged Practitioners	Revised	Approved as Submitted	Updated section II to remove non-applicable requirements. Vetted by Medical Staff.
NICU – Sibling Visitation	Revised	Approved as Submitted	Updated to New template, updated references and added the Lippincott reference. Vetted by NICU Manager, Charge Nurses and Dr. Banfro.
NICU Oral Care with Expressed Human Milk/Colostrum	Revised	Approved as Submitted	Updated references, corrected typos. Updated when oral care should be provided. Vetted by NICU Manager, Charge Nurses and Dr. Banfro.
Use of Biological Specimens for Research (IRB)	Revised	Approved as Submitted	Added to new template. Scheduled review, no changes. Vetted by Clinical Research and Compliance Director and CQPS.
Implantable Devices	Revised	Approved as Submitted	Added to new template. Scheduled review, no changes. Vetted by Director Cardiovascular Services and ACNO.



Electrophysiology Studies - EP	Revised	Approved as	Added to new template. Scheduled review, no changes. Vetted by Director Cardiovascular
<u>Studies</u>	Revised	Submitted	Services and ACNO.
Adult Tracheostomy Care	Revised	Approved as Submitted	Updated to new template; updated policy for simplification; Updated related policies; added related procedures; updated references.  Approved by Critical Care Committee.
Adult Tracheostomy Tube Change	Revised	Approved as Submitted	Reviewed and moved to new template. Procedure brought in line with Lippincott Procedures for tracheostomy tube change/replacement. Approved by Critical Care Committee.
<u>Vendor Relations and Conflicts</u> <u>of Interest</u>	Revised	Approved as Submitted	Increased amount in vendor allowed gifts to reflect general increase in costs. Vetted by Compliance Officer.
Contracted/Non-Employee Requirements	Revised	Approved as Submitted	Changes to employee health requirement; Certification of Good Health addition. Vetted by Employee Health and HR.
IV Administration and Therapy	Revised	Approved as Submitted	Updated IV tubing continuous to 7 days to mimic CVC policy. Vetted by Director of Infection Prevention and ACNO.
Chlorhexidine Gluconate (CHG) Daily Bathing	Revised	Approved as Submitted	New template; med-surg added to daily bath; nasal decolonization added. Vetted by Director of Infection Prevention & Medical Director Inpatient/Outpatient Infectious Disease.
Media, Social Media, Website/Blog Posting, and Printed Materials/Items	Revised	Approved as Submitted	Updated Information to Include Media Policy. Vetted by Brand and Public Relations Director and Legal.
Materials Management Information System (MMIS) Item Add or Changes	New	Approved as Submitted	New policy. Vetted by Revenue Integrity Analyst, Management Analyst, Director of Patient Accounting and Revenue Integrity and Director Materials Management and Supply Chain.
Charge Capture and Reconciliation Policy	New	Approved as Submitted	New policy. Vetted by Revenue Integrity Analyst, Director Patient Accounting and Revenue Integrity and Compliance Officer.
Preoperative Skin Cleansing with Chlorhexidine Gluconate (CHG) and Preoperative Oral Care	Revised	Approved as Submitted	New policy format; Changed CHG to PM and AM prior to surgery; added nasal decolonization.  Vetted by Director of Infection Prevention/ Control.
CT Reconstruction of Images	New	Approved as Submitted	New protocol created for CT reconstruction of images by work group that included: Chief of Staff, Chief Medical Officer, Medical Director of Imaging, Medical Director of Emergency Department, Director of Imaging Services, Executive Director of Support Services, and Quality/Safety/Regulatory Officer.

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

Issue:	Amendments to Medical and Dental Staff Bylaws and Rules & Regulations	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Petitioner:		Clerk Ref. #

### **Recommendation:**

That the Governing Board approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on September 24, 2024; and take action as deemed appropriate. (For possible action)

### **FISCAL IMPACT:**

None

### **BACKGROUND:**

The UMC Governing Board is responsible for the review and approval of the UMC Medical and Dental Staff Bylaws and Rules & Regulations, subject to final approval by the Board of Hospital Trustees.

At its meeting on September 24, 2024, the UMC Medical Executive Committee recommended approval of amendments to the Medical and Dental Staff Bylaws and Rules & Regulations, subject to the completion of the approval process set forth in Part I, Section 9 of the UMC Medical and Dental Staff Bylaws. The proposed amendments relate to changes recommended by the UMC Medical and Dental Staff during the course of the past year.

A summary of the proposed revisions to the Medical and Dental Staff Bylaws and Rules & Regulations have been provided for your convenience. For a complete review of the proposed amendments, please see the attached red-line version of the UMC Medical and Dental Staff Bylaws and Rules & Regulations.

Cleared for Agenda October 30, 2024

Agenda Item#

6



### MEDICAL STAFF SERVICES

SUBJECT: Summary of University Medical Center of Southern Nevada Medical and

Dental Staff Bylaws & Medical and Dental Staff Rules and Regulations

**Proposed Revisions (in Red and Green)** 

DATE: September 24, 2024

### **Part I: Governance**

### 2.6 Medical Staff Members Responsibilities

#### 2.6.8

Each staff member and practitioner with privileges shall prepare and complete in timely fashion, according to Medical Staff and hospital policies, the medical and other required records for all patients to whom the practitioner provides care in the hospital, or within its facilities, clinical services, or departments.

All medical history and physical examinations must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy. A medical history and physical examination shall be completed for each patient at the hospital as follows:

- i. For each hospital inpatient, patient under observation, or patient requiring anesthesia services, a complete medical history and physical examination shall be completed no more than seven (7) days before or twenty four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented with in twenty four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services, when the medical history and physical examination is completed within seven (7) days before admission or registration.
- ii. For each hospital outpatient procedure requiring only moderate sedation, a focused medical history and physical examination shall be completed no more than thirty (30) days before or twenty four (24) hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty four (24) hours after admission or registration, but prior to surgery or a procedure, when the medical history and physical examination are completed within thirty (30) days before admission or registration.
- iii. For patients receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia, an assessment of the patient, in lieu of a comprehensive history and physical examination, may be



completed and documented after registration, but prior to surgery or a procedure, when performed in accordance with the policies established by the medical staff. The assessment must be completed and documented by a physician, an oral and maxillofacial surgeon, or other qualified licensed individual in accordance with State law and hospital policy.

The requirements related to complete history and physical examinations, focused history and physical examinations, and assessments in lieu of history and physical examinations are further delineated in the Rules and Regulations.

#### 2.6.13

Each practitioner will abide by the current Principles of Medical Ethics of the American Medical Association, the American Osteopathic Association, the Code of Ethics of the American Dental Association or the ethical standards governing the Member's practice. The Member shall also agree to abide by any applicable codes of conduct adopted by the Medical Staff and Hospital.

### Section 3. Categories of the Medical Staff

### 3.4 Refer and Follow Category

### 3.4.1 Qualifications

The Refer and Follow category shall consist of Physicians who are not actively involved in Medical Staff affairs and are not major contributors to fulfillment of Medical Staff functions, due to practicing primarily at another hospital or in an office-based specialty or other reasons, but who wish to remain affiliated with the Hospital for referral of patients or other patient care purposes.

- 3.4.2 Prerogatives: Appointees to this category may:
  - a. Refer patients for outpatient diagnostic testing and specialty services provided by the Hospital.
  - b. Refer patients to other appointees of the Medical Staff for admission, evaluation, and/or care and treatment.
  - c. Visit their hospitalized patients, review their Hospital medical records and may communicate with the attending physician, but shall NOT be permitted to admit patients, to attend patients, to exercise any Privileges, to write orders or progress notes, to make any notations in the medical record or to actively participate in the provision of care or management of patients in the Hospital. They are encouraged to attend educational programs sponsored by the Hospital or Medical Staff and attend meetings of the full Medical Staff.
- 3.4.3 Responsibilities: Appointees of this category shall:
  - a. Meet the basic responsibilities of Medical Staff membership, as defined in Article 3.3 Credentials Procedures Manual.
  - b. Not vote on Medical Staff matters or hold office.
  - c. Acknowledge that appointment and reappointment to the Refer and Follow Staff is a courtesy which may be terminated by the Board upon recommendation of the MEC with thirty (30) days written notice, without right to process, as set forth in



these Bylaws,

- d. Conduct themselves at all times in a manner that will not diminish or tarnish the reputation of the Medical Staff or Hospital.
- e. Exempt from FPPE and OPPE requirements

### 3.5 Medical Officers of the Armed Forces of the United States – Military Rotator Category

### 3.5.1 Qualifications:

The Military Rotator category shall consist of practitioners who are authorized to provide medical care under the direct supervision of an attending at the Hospital as part of a training or educational program to further the employment of the medical officer, pursuant to an authorized agreement under NRS 449.2455 and any other applicable laws or regulations.

### 3.5.2 Prerogatives:

a. Provide care when under the direct supervision of an appropriately privileged practitioner and the care is part of a training, or educational program designed to further the employment of the medical officer.

### 3.5.3 Responsibilities:

- a. Meet the basic responsibilities of Medical Staff membership, as defined in Article 3.4 Credentials Procedures Manual.
- b. Comply with any applicable Medical Staff or Hospital policies or procedures.
- Meet all standards and/or requirements under any applicable training affiliation
  agreement entered into between the hospital and the Armed Forces of the United
  States.
- d. Exempt from FPPE and OPPE requirements

### 5.2 Qualifications, Selection, Term, and Removal of Department Chiefs and Vice Chiefs

- 5.2.1 Department Chiefs and Vice Chiefs of exclusively contracted department, whether exclusive through contract or hospital employment, shall be governed by the contract or assigned by the hospital, as applicable.
- 5.2.3 For non-exclusively contracted departments, Department Chiefs and Department Vice Chiefs shall be elected by plurality vote of the Active members of the Department, subject to ratification by the MEC. An incumbent shall automatically be placed on the ballot without requiring nominations if he/she still wishes to run for election. An incumbent Department Chief must have satisfied the attendance requirements set forth in Part I, Section 7.5 2 of these Bylaws to be eligible for re-election.
- 5.24 Automatic Removal of elected Chiefs and Vice Chiefs: The Department Chief or Vice Chief may be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in these Bylaws.
  - e. Failure to satisfy attendance requirements for the MEC meeting as set forth in Part I, Section 7.5.2 of these Bylaws



5.2.6 If a Department Chief is removed through these processes or resigns for any other reason, the Vice Chief shall assume the position of Chair and a new election for Vice Chief will occur within thirty (30) days. If a Vice Chief declines to assume the position of Department Chief, an election for a new Department Chief will occur within thirty (30) days.

### 7.4.3 Quorum

Department meetings or Medical Staff committees other than those listed in 7.4.2 above: A quorum will exist for Medical Staff Department meetings when at least fifty percent (50%) of the Department members are present. Medical Staff Departments having more than five (5) subspecialties may satisfy the quorum requirement by the attendance of fifty percent (50%) of Subspecialty Heads. For Medical Staff committees other than those listed in Section 7.4.2 above, a quorum will exist when at least fifty percent (50%) of the committee members are present.

### 7.5.2 Attendance Requirements

MEC, Credentials Committee, and Professional Improvement Committee meetings: Members of these committees are expected to attend at least two thirds (2/3rds) seventy-five percent {75%} of the meetings held. A MEC member's absence may be excused upon a finding of good cause by the Chief of Staff. Failure to meet the attendance requirements will result in removal of the member from the committee.

### **6.2 Medical Executive Committee (MEC)**

### 6.2.1 Committee Membership:

a. Composition: The MEC shall be a standing committee consisting of the following voting members: the Officers of the Medical Staff, the Department Chiefs, four (4) At-Large Members, the Credentials Committee Chair, the Professional Improvement Committee Chair, the Bylaws Committee Chair, and the Advanced Practice Professionals Committee Chair. The chair of the MEC will be the Chief of Staff. The non-voting members will include the CEO, Chief Operating Officer (COO), Chief Medical Officer (CMO), Chief Nursing Officer (CNO), the Dean of the School of Medicine, and the Director of the Office of Military Medicine.

### Part II: Investigations, Corrective Actions, Hearing and Appeal Plan

### **Section 3. Corrective Action**

- 3.1 Automatic Relinquishment/Administrative Suspension/Voluntary Resignation
- 3.1 Automatic Relinquishment/Administrative Suspension/Voluntary Resignation

In the following triggering circumstances, the practitioner's privileges and/or membership will be



considered automatically relinquished, administratively suspended, or limited as described, and the action shall be final without a right to hearing. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. Except when otherwise specified below, if the triggering circumstances have not been resolved within thirty {30} days, the practitioner will be deemed to have voluntarily resigned their UMC Medical Staff membership and clinical privileges. Thereafter, reinstatement shall require a practitioner to submit a new application for membership and/or privileges.

It shall be the responsibility of each practitioner to report immediately to the Chief of Staff any of the following triggering circumstances or any proceeding, investigation, complaint, arrest, or charge that might result in any of the following triggering circumstances.

Where a bona fide dispute exists as to whether the circumstances have occurred, the relinquishment, suspension, or limitation will stand until the MEC determines it is not applicable. The MEC will make such a determination as soon as feasible. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. If the triggering circumstances have not been resolved within thirty days, the practitioner will have to reapply for membership and/or privileges. In addition, further corrective action may be recommended in accordance with these Bylaws whenever any of the following triggering circumstances occur:

## 3.1.4 Medical Record Completion Requirements

A practitioner's will be considered to have voluntarily relinquished the privilege to admit new patients or schedule new procedures shall be administratively suspended whenever s/he fails to complete medical records within time frames outlined in the Electronic Health Record System policy. This relinquishment suspension of privileges shall not apply to patients admitted or already scheduled at the time of suspension, to emergency patients, or to imminent deliveries. The relinquished suspended privileges will be automatically restored upon completion of the medical records and compliance with medical records policies.

### 3.1.5 Professional Liability Insurance

The minimum amount per occurrence shall be \$1,000,000.00 with a minimum aggregate of \$3,000,000.00. Employed Physicians, dentists, podiatrists, and other licensed practitioners employed by UMC will provide a UMC Certificate of Insurance and Statement of Indemnification pursuant to Section 41.038 of the Nevada Revised Statutes. The Advanced Practice Professional covered under the policy of his or her sponsor is required to submit a copy of the sponsor's policy and rider with a statement signed by the sponsor stating that the Advanced Practice Professional is covered under that policy, when applicable. Failure of a practitioner to maintain professional liability insurance in this manner shall result in an immediate administrative suspension automatic relinquishment of a practitioner's clinical privileges. Within thirty (30) days of suspension, the suspended practitioner must present proof of adequate professional liability insurance, including coverage for any acts or potential liabilities that may have arisen during the period of any lapse in coverage (prior acts coverage). A practitioner who fails to provide evidence of appropriate coverage after thirty (30) days shall be deemed to have voluntarily resigned Medical Staff membership and clinical privileges. The practitioner must notify the Medical Staff office immediately of any change in professional liability insurance carrier or coverage.



### 3.1.6 Medical Staff dues/fees/assessments:

A practitioner's Medical Staff membership and clinical privileges shall be administratively suspended for any Ffa ilure to promptly pay Medical Staff dues or any fees or assessments. shall be considered an automatic relinquishment of a practitioner's appointment. If within 30 calendar days after writtenwarning of the delinquency the practitioner does not remit such payments within thirty (30) calendar days after written\_warning of the delinquency, the practitioner shall be considered to have voluntarily resigned membership on the Medical Staff the practitioner will be deemed to have voluntarily resigned their UMC Medical Staff membership and clinical privileges

# 3.1.8 Failure to Satisfy the Special Appearance Requirement

A practitioner having received two notices and who fails without good cause to appear at a meeting where his/her special appearance is required under these Bylaws shall be considered to have automatically relinquished have all clinical privileges, with the exception of emergencies and imminent deliveries, administratively suspended. These privileges will be reinstated when the practitioner complies with the special appearance requirement. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the of the practitioner's Medical Staff membership and clinical privileges.

### 3.1.9 Failure to participate in an Evaluation

A practitioner who fails to participate in an evaluation of his/her qualifications for Medical Staff membership or privileges as required under these Bylaws, Rules and Regulations, or Medical Staff/hospital policies (whether an evaluation of physical or mental health of clinical management skills, or of fitness to practice), shall be considered to have automatically relinquished all privileges have all privileges administratively suspended. Subject to the findings of any such evaluation, these privileges may be restored following the practitioner's compliance with the requirement for an evaluation. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation of the practitioner's Medical Staff membership and clinical privileges. from the Medical Staff.

### 3.1.10 Failure to become Board Certified

A practitioner who fails to become board certified in compliance with the eligibility criteria set forth in the Delineation of Privileges form of his or her Department will be deemed to have immediately and voluntarily relinquished his or her Medical Staff appointment and clinical privileges, unless an exception is granted, for a good cause, by the Board upon recommendation from the MEG.

### 3.1.11 Failure to Meet UMC Vaccination Requirements

Unless approved for a medical or religious exemption from such requirement, any practitioner's Medical Staff membership and clinical privileges shall be administratively suspended if the practitioner who fails to submit proof of full vaccination in accordance with UMC hospital policies, shall be considered to have automatically relinquished all privileges. If the practitioner



fails to submits proof of compliance with UMC hospital vaccination policies within thirty {30} calendar days of notice of the automatic relinquishment administrative suspension, the practitioner!s privileges may be reinstated. Thereafter, the member will be deemed to have voluntarily resigned from the staff and must reapply for staff membership and privileges the practitioner's MedicalStaff membership and clinical privileges.

### 3.1.12 Failure to Execute Release and/or Provide Documents

A practitioner's Medical Staff membership and clinical privileges shall be administratively suspended if the practitioner who fails to execute a general or specific release of information and/or provide documents when requested by the Chief of Staff or designee to evaluate the competency and credentialing/privileging qualifications of the practitioner. shall be considered to have automatically relinquished all privileges. If the release is executed A practitioner's continued failure to execute the requested release of information or provide the requested and/or documents provided within thirty {30} calendar days of notice of the automatic relinquishment administrative suspensionshall be deemed a voluntary resignation of the practitioner's Medical Staff membership and clinical privileges, the practitioner may be reinstated. Thereafter, the member will be deemed to have resigned voluntarily from the staff and must reapply for staff membership and privileges.

### 3.1.13 MEC Deliberation

As soon as feasible after action is taken or warranted as described above In the event of an automatic Relinquishment, administrative suspension, or voluntary resignation, the MEC, in its sole discretion, shall may convene to review and consider the facts related to the action..., and The MEC may decline to take any further action or may recommend such further corrective action as it may deems appropriate following the procedures generally set forth in these Bylaws.

### 4.2 Hearings Will Not Be Triggered by the Following Actions

t. Change in assigned staff category;, including, without limitation, the termination of membership in the Honorary Recognition or Refer & Follow category;

# 4.4 Request for Hearing

A practitioner shall have thirty (30) calendar days following the date of the receipt of such notice within which to request the hearing. The request shall be made in writing to the Chief of Staff or designee. In the event the affected individual does not request a hearing within the time and in the manner required by this policy these Bylaws, the individual shall be deemed to have waived the right to such hearing and to have accepted the recommendation made. Such recommended action shall become effective immediately upon final board action.

### 4.5 Notice of Hearing and Statement of Reasons

e. A statement of the specific reasons for the recommendation as well as the list of patient records and/or information supporting the recommendation. This statement, and the list of supporting patient record numbers and other information, may be amended or added to at any time, even during the hearing so long as the additional



material is relevant to the continued appointment or clinical privileges of the individual requesting the hearing, and that the individual and the individual's counsel have sufficient time to study this additional information and rebut it.

The hearing shall begin as soon as feasible, but no sooner than thirty (30) calendar days after the notice of the hearing unless an earlier hearing date has been specifically agreed to in writing by both parties. The date of the commencement of the hearing shall not be more than ninety (90) days from the date of the Notice of Hearing unless otherwise approved by the presiding officer or hearing officer for good cause. However, in no event shall the hearing be postponed or continued for more than one-hundred and twenty (150-120) days following the Notice of Hearing.

### 4.6 Witness List

At least fifteen (15) calendar days before the hearing, each party shall furnish to the other a written list of the names of the witnesses, so far as reasonably known or anticipated, who are expected to give testimony on behalf of that party at the hearing intended to be called. Either party may request that the other party provide either a list of, or copies of, all documents that will be offered as pertinent information or relied upon by witnesses at the Hearing Panel and which are pertinent to the basis for which the disciplinary action was proposed. Under no circumstances shall a practitioner harass, retaliate against, or demand a witness to discuss the subject matter of the hearing outside of the hearing process. The witness list of either party may, in the discretion of the presiding officer, be supplemented or amended at any time during the course of the hearing, provided that notice of the change is given to the other party. The presiding officer shall have the authority to limit the number of witnesses.

### Section 6. Pre-Hearing and Hearing Procedure

### **6.1 Provision of Relevant Information**

- 6.1.1 There is no right to formal "discovery" in connection with the hearing. In general, the individual requesting the hearing shall be entitled, upon specific request, to the following:
- a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and
- b. Reports of experts relied upon by the MEC.

The presiding officer, hearing panel chair, or hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards, including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing.

- 6.1.1 In general and pursuant to Nevada law, the individual requesting the hearing shall be entitled, upon specific request, to the following, subject to a stipulation signed by both parties, the individual's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:
- 6.1.2 Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and
- 6.1.3 Reports of experts relied upon by the MEC.
- No information regarding other practitioners shall be requested, provided, or considered and evidence unrelated to the reasons for the recommendation or to the individual's qualifications for appointment or the relevant clinical privileges shall be excluded.
- 6.1.2 The following types of information shall not be requested, disclosed, or considered during the course of the Fair Hearing:



- a. Information regarding practitioners other than the practitioner having requested the Fair Hearing;
- b. Information identifying individually identifiable practitioners or personnel who have participated in the peer review process, other than the practitioner having requested the Fair Hearing;
- c. Information unrelated to the reasons for the adverse recommendation made against the practitioner or the practitioner's qualifications for appointment/clinical privileges.
- Furthermore, there shall be no obligation for the MEC and/or Board to modify or create document s to satisfy a practitioner's request for information.
- **6.1.3** Prior to the disclosure of any information, the practitioner requesting the hearing, the practitioner's counsel, and any expert retained on his behalf shall be required to execute a stipulation agreeing to maintain the confidential, privileged, or private nature of any medical records, expert reports, exhibits, testimony, or other information disclosed, exchanged, or produced during the course of the Fair Hearing. Any records, documents, information, or testimony disclosed to the practitioner during the course of Fair Hearing shall not be used for any purpose outside of the Fair Hearing. The MEC and/or Board shall not be required to disclose any documents to the practitioner absent a stipulation having been executed in accordance with this Section 6.1.

6.2.0 There shall be no contact by ;the individual who is the subject of the hearing with those individuals appearing on the hospital's witness list concerning the subject matter of the hearing; nor shall there be contact by the hospital with individuals appearing on the affected individual's witness list concerning the subject matter of the hearing, unless specifically agreed upon by that individual or his/her counsel.

## **6.3 Failure to Appear**

Failure, without good cause, of the individual requesting the hearing to personally appear and proceed at such a hearing shall be deemed to constitute a waiver of all hearing and appeal rights and a voluntary acceptance of the recommendations or actions pending, which shall then be forwarded to the Board for final action.

#### 6.11 Persons to be Present.

The hearing shall be restricted to those individuals involved in the proceeding. Administrative personnel may be present as requested by the Chief of Staff or CEO. Administrative personnel shall not be excluded from attending any portion of the hearing solely by reason of the possibility or expectation that he or she will be a witness for one of the parties. All members of the hearing panel shall be present for all stages of the hearing and deliberations.

### **6.12** Order of Presentation

The Board or the MEC, depending on whose recommendation prompted the hearing initially, shall first present evidence in support of its recommendation. Thereafter, the burden shall shift to the individual who requested the hearing to present evidence in response.

# Section 7. Appeal to the Board

### 7.1 Time for Appeal

Within ten (10) calendar days after the hearing panel makes a recommendation, either the practitioner subject to the hearing or the MEC may appeal the recommendation. The request for

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appellate review shall be in writing, and shall be delivered to the Chief of Staff and CEO or designee, for delivery to the Board, either in person or by certified mail, and shall include a brief statement of the reasons-grounds for appeal and the specific facts or circumstances which justify further review. If such appellate review is not requested within ten (10) calendar days, both parties shall be deemed to have accepted the recommendation involved, and the hearing panel's report and recommendation shall be forwarded to the Board.

# 7.4 Nature of Appellate Review

- a. Appeals shall be heard by an Appellate Review Panel. The chair of the Board shall appoint an Appellate Rreview Ppanel composed of at least three (3) members of the Board. In its sole discretion, the Board, as a whole, may elect to sit as the Appellate Review Panel. to consider the information upon which the recommendation before the Board was made. Members of this Appellate Review Panel may not be direct competitors of the practitioner under review and should not have participated in any formal investigation leading to the recommendation for corrective action that is under consideration.
- b. The Appellate Rreview Ppanel may, but is not required to, accept additional oral or written evidence subject to the same procedural constraints in effect for the hearing panel or hearing officer. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. If additional oral evidence or oral argument is conducted, the Appellate Rreview Ppanel shall maintain a record of any oral arguments or statements by a reporter present to make a record of the review or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the review at that individual's expense. The review panel-Appellate Review Panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.
- c. Each party shall have the right to present a written statement in support of its position on appeal. In its sole discretion, the Appellate Review Panel review panel-may allow each party or its representative to appear personally and make a time-limited thirty-minute (30) oral argument. If the Board does not elect to serve as the Appellate Review Panel, Tthe Appellate Review Panel review panel shall recommend final action to the Board.
- d. When the Board is not serving as the Appellate Review Panel, Tthe Board shall may affirm, modify, or reverse the recommendation of the Appellate Review Panel review panel or, in its discretion, refer the matter for further review and recommendation. If the Board is serving as the Appellate Review Panel, the Board shall render a final decision in writing within thirty (30) days of hearing the appeal. or make its own decision based upon the Board's legal responsibility.

### 7.5 Final Decision of the Hospital Board

Within thirty (30) calendar days after receiving the review panel's recommendation, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested. If the Board elects to serve as the Appellate Review Panel, the Board shall render a final decision in writing, including specific reasons for its action, and shall

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deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested.

### Part III: Credentials Procedures Manual

**1.4.1** Files may be shown to accreditation and licensure agency representatives with permission of the Chief of Staff or designee or as otherwise authorized by the hospital's legal counsel.

# Section 2. Qualifications for Membership and/or Privileges

- **2.2.2** Have a current unrestricted state or federal license as a practitioner, applicable to his or her profession, and providing permission to practice within the state of Nevada;
- **2.2.10** Possess a current unrestricted and valid drug enforcement administration (DEA) with the following schedules 2, 2N, 3, 3N, 4 and 5 and Nevada Pharmacy Certificate of Registration number, if applicable;

### **Section 3. Initial Appointment Procedure**

# 3.1 Completion of Application

k. Verification of current, active professional liability coverage with limits of at least \$1,000,000/\$3,000,000 and verification of last 10 years of professional liability coverage; verification of claims history, if there are no claims, suites, settlements or judgments seek verification for the past five (5) years. If there are claims, suites, settlements or judgment seek verification for the past ten (10 years.

- n. Name of covering provider, who must be a member of the UMC Medical Staff that currently maintains like privileges and practices within the same specialty, for when the practitioner is unavailable unless the practitioner is solely requesting Refer and Follow privileges category (In rare circumstances when there is only one practitioner in a specific specialty, the Department Chief may waive this requirement and recommend coverage by another qualified practitioner with appropriate training, skillset and privileges);
- s. Morbidity and mortality data, when available;
- **3.1.2** The Medical Staff office shall not be required to send more than one letter to the practitioner requesting additional or clarifying information.

### 3.1.5

- a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments, (if any) during the past ten (10) years; if there are no claims, suites, settlements or judgments seek verification for the past five (5) years. If there are claims, suites, settlements or judgment seek verification for the past ten (10 years.
- b. Verification of the applicant's past applicable clinical work experience for at least the past ten (10) five (5) years;
  - k. Information from a criminal background check as applicable;
  - m. Morbidity and mortality data and relevant practitioner specific data as compared to aggregate data, when available.



# 3.3 Refer and Follow Category - Process Requirements

Physicians applying for Refer and Follow category must submit the following items for processing:

- a. Complete abbreviated application and facility specific documents
- b. Current unrestricted Nevada Medical License
- c. Evidence of continuous malpractice insurance coverage, minimum of one (1) million dollars per occurrence, three (3) million dollars in the aggregate with no shared limits of liability or in an amount that may be determined from time by action of the Board
- d. Evidence of current vaccinations or formal declination in accordance with hospital policy
- e. One (1) character reference (must be a physician) within knowledge of your abilities within the past two (2) years
- f. Applicable fees

# 3.4 Medical Officers of the Armed Forces of the United States - Military Rotator Category - Process Requirements

Practitioners applying for Military Rotator category must submit the following items for processing:

- a. Complete abbreviated application and facility specific documents
- b. Current unrestricted US State license
- c. Current Federal DEA, Pharmacy license as applicable
- d. Current Life-support certifications as applicable
- e. Evidence of current TORT malpractice insurance coverage
- f. Military transfer brief
- g. Evidence of current vaccinations or formal declination in accordance with hospital policy
- h. One (1) professional reference (must be a physician with knowledge of your abilities within the past two (2) years.
- i. Applicable fees

**3.5.8 Time periods for processing:** All individual and groups acting on a complete application for staff appointment and/or clinical privileges must do so in a timely and good faith manner, and, except for good cause, each application will be processed within 180 (one-hundred eighty) calendar days of the receipt of a completed application.

# 4.2 Information Collection and Verification

# 4.2.1 From Appointee:

- d. Failure to provide a complete reappointment application at least sixty (60) calendar days prior to the expiration of the current membership and/or privileges may result in voluntary resignation at the expiration of the current approval cycle.
- i. Verification of current unrestricted licensure, DEA certificate and Nevada Pharmacy license;



# 5.12 Temporary

# Privileges 5.12.1

When granting such privileges, the organized Medical Staff verifies current licensure and current competence and obtains the following documentation:

- a. Unrestricted license to practice in Nevada;
- b. Unrestricted federal DEA registration, as appropriate to specialty;
- c. Unrestricted Nevada Board of Pharmacy registration, as appropriate to specialty;
- d. Proof of professional liability insurance coverage in a certificate form and in amounts satisfactory to the hospital;
- e. Proof of good-standing from primary practicing facility;
- f. Report from the National Practitioner Data Bank;
- g. Proof of Board Certification or eligibility in the practitioner's specialty

### **University Medical Center of Southern Nevada Medical and Dental Staff Rules**

# and Regulations Part I. Medical and Dental Staff Rules & Regulations

### 2.1 ADMISSIONS

### 2.1.1 General

a. Admitting Privileges: A patient may be admitted to the hospital only by a practitioner on the Medical Staff with admitting privileges. Emergency physicians or their designee may write orders for disposition admitting orders but cannot be the admitting physician of record. Podiatric surgeons and Dentists who do not have full History and Physical privileges will be required to co-admit.

### 2.5 PROMPT ASSESSMENT

All new admissions must be personally assessed by the attending physician or his/her designated covering practitioner within twelve (12) six (6) hours and have a history and physical examination completed and on the record within twenty-four (24) hours. Patients admitted to intermediate care units must be seen within four (4) hours. Patients admitted to critical care units must be seen within two (2) hours. Unstable patients must be seen as soon as possible in a time period dictated by the acuity of their illness.

### 3.7 PROGRESS NOTES

### 3.7.2 Co-signature of Progress Notes

Progress notes documented by APPs do not need co-signature by the physician on medical/surgical units but should include attestation from the APP that the physician is involved in the care of the patient when applicable. Progress notes documented by APPs providing a critical level of care are required co-signature by the attending physician on intermediate care units and critical care units. Progress notes documented by residents or fellows do require co-signature by the physician within one (1) day twenty-four (24) hours, unless the attending physician documents their own note.

### 4.4 ORDERS

### 4.4.1 General Principles

f. It is preferred that admission orders be provided by the accepting practitioner or his/her designated covering practitioner within one (1) hour of communication between the Emergency Medicine



practitioner and the accepting practitioner but not to exceed: critical care units within two (2) hours, intermediate care units within four (4) hours and, medical/surgical units within six (6) hours.

### 4.4.2 Non-Privileged Physician Orders

d. Current unrestricted Nevada Medical License number

# 4.7.2 Certifying the Cause of Death

Practitioners shall complete death certificates in accordance with Nevada law and the applicable Hospital policy. The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of death, and authenticating the Death Certificate within forty-eight (48) hours of death per Nevada law. If the attending physician or Advanced Practice Registered Nurse will not be available within forty-eight (48) twenty-four (24) hours of death, the certificate shall be completed by an associate physician who has access to the deceased patient's medical records, the Department Chief, or the Chief of Staff before the end of the next business day once assigned as the certifier. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificate in accordance with Nevada laws and regulations.

### Section 7. Rules of Conduct

### 7.3 Health Documentation

All privileged practitioners shall provide evidence of current vaccinations or formal declination in accordance with follow the Hospital policies. on Tuberculin (TB) Testing for Medical & Dental Staff and Advanced Practice Professionals (APPs)" and vaccinations.

### Part II. Organization and Functions Manual

### Section 1. Organization and Functions of the Staff

### 1.1 Organization of the Medical Staff

**1.1.1** Department of Ambulatory Care

a. Quick Care

**b.** Primary Care

c. Telemedicine

**1.1.11** Department of Radiology

**b.** Interventional Radiology

**1.1.2** Department of Surgery

e. Oral/Maxillofacial Surgery Dentistry



### Section 2. Medical Staff

### **Committees**

### 2.1.6 Professional Review Committee

a. **Composition:** The Professional Review Committee shall consist of the Chief of Staff (or Designee), PRC Chair or PRC Vice-Chair, Chief Medical Officer (CMO), Department Chief or Vice Chief of the relevant Medical Staff Department and up to three (3) additional members of the Active Medical Staff. The PRC Chair and Vice-Chair shall be appointed by the Chief of Staff for a two-year term.

\*\*\*Language update throughout the Bylaws document and ancillary manuals - "The Joint Commission" will be replaced with "an applicable CMS approved accrediting organization"

# <u>University Medical Center of Southern Nevada</u> <u>Medical and Dental Staff Bylaws</u>

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# Medical and Dental Staff Rules and Regulations

MEDICAL AND DENTAL STAFF BYLAWS		MEDICAL AND DENTAL STAFF RULES AND REGULATIONS	
Approved By:	Date	Approved By:	Date
Medical Executive Committee	July 25, 2017	Medical Executive Committee	June 27, 2017
Governing Board	August 23, 2017	Governing Board	August 23, 2017
Board of Hospital Trustees	September 5, 2017	Board of Hospital Trustees	September 5, 2017
Revised On:	Date	Revised On:	Date
Medical Executive Committee	July 24, 2018	Medical Executive Committee	July 24, 2018
Governing Board	August 29, 2018	Governing Board	August 29, 2018
Board of Hospital Trustees	September 18, 2018	Board of Hospital Trustees	September 18, 2018
Revised On:	Date	Revised On:	Date
Medical Executive Committee	August 27, 2019	Medical Executive Committee	August 27, 2019
Governing Board	September 25, 2019	Governing Board	September 25, 2019
Board of Hospital Trustees	October 15, 2019	Board of Hospital Trustees	October 15, 2019
Revised On:	Date	Revised On:	Date
Medical Executive Committee	November 24, 2020	Medical Executive Committee	November 24, 2020
Governing Board	December 16, 2020	Governing Board	December 16, 2020
Board of Hospital Trustees	January 4, 2021	Board of Hospital Trustees	January 4, 2021
Revised On:	Date	Revised On:	Date
Medical Executive Committee	May 25, 2021	Medical Executive Committee	May 25, 2021
Governing Board	June 30, 2021	Governing Board	June 30, 2021
Board of Hospital Trustees	July 20, 2021	Board of Hospital Trustees	July 20, 2021
Revised On:	Date	Revised On:	Date
Medical Executive Committee	October 26, 2021	Medical Executive Committee	October 26, 2021
Governing Board	December 15, 2021	Governing Board	December 15, 2021
Board of Hospital Trustees	December 21, 2021	Board of Hospital Trustees	December 21, 2021
Revised On:	Date	Revised On:	Date
Medical Executive Committee	May 27, 2022	Medical Executive Committee	May 27, 2022
Governing Board	August 31, 2022	Governing Board	August 31, 2022
Board of Hospital Trustees	September 20, 2022	Board of Hospital Trustees	September 20, 2022
Revised On:	Date	Revised On:	Date
Medical Executive Committee	October 25, 2022	Medical Executive Committee	October 25, 2022
Governing Board	February 22, 2023	Governing Board	February 22, 2023
Board of Hospital Trustees	March 21, 2023	Board of Hospital Trustees	March 21, 2023
Revised On:	Date	Revised On:	Date
Medical Executive Committee	July 25, 2023	Medical Executive Committee	July 25, 2023
	July 26, 2023	Governing Board	July 26, 2023
Governing Board	July 20, 2023	Governing Board	July 20, 2023

Revised On:	Date	Revised On:	Date
Medical Executive Committee	November 23, 2023	Medical Executive Committee	November 23, 2023
Governing Board	February 28, 2024	Governing Board	February 28, 2024
Board of Hospital Trustees	March 19, 2024	Board of Hospital Trustees	March 19, 2024

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# UMC MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

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<u>University Medical Center of Southern Nevada</u> <u>Medical and Dental Staff Bylaws</u>

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MEDICAL AND DENTAL STAFF BYLAWS

Part I: Governance

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## Section 1. Medical Staff Purpose and Authority

### 1.1 Purpose

The purpose of this Medical Staff is to organize the activities of physicians and other clinical practitioners who practice at University Medical Center of Southern Nevada in order to carry out, in conformity with these Bylaws, the functions delegated to the Medical Staff by the University Medical Center of Southern Nevada Board of Trustees.

# 1.2 Authority

Subject to the authority and approval of the Board of Clark County Commissioners, sitting as the Board of Trustees, the Medical Staff will exercise such power as is reasonably necessary to discharge its responsibilities under these Bylaws, associated Rules and Regulations, policies, and under the corporate Bylaws of the University Medical Center of Southern Nevada. Henceforth, whenever the term "the hospital" is used, it shall mean University Medical Center of Southern Nevada; and whenever the term "the Board" is used, it shall mean Board of Trustees or its delegated authority. Whenever the term "CEO" is used, it shall mean the Chief Executive Officer appointed by the Board to act on its behalf in the overall management of the hospital. The term CEO includes a duly appointed acting administrator serving when the CEO is away from the hospital. Whenever the term "Medical Staff" is used, it shall mean those professionally competent licensed practitioners, including physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who have been granted membership to the Medical and Dental Staff of University Medical Center of Southern Nevada in accordance with these Bylaws.

### 2.1 Nature of Medical Staff Membership

Membership on the Medical Staff of the hospital is a privilege that shall be extended only to professionally competent physicians (M.D. or D.O.), dentists, oral and maxillofacial surgeons, podiatrists, and advanced practice registered nurses who continuously meet the qualifications, standards, and requirements set forth in these Bylaws, associated Rules and Regulations, policies, and procedures of the Medical Staff and the hospital.

### 2.2 Qualifications for Membership

The qualifications for Medical Staff membership are delineated in Part III of these Bylaws (Credentials Procedures Manual).

### 2.3 Nondiscrimination

The Medical Staff will not discriminate in granting staff appointment and/or clinical privileges on the basis of race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, genetic information, or disability unrelated to the provision of patient care or required Medical Staff responsibilities, or any other basis prohibited by applicable law, to the extent the applicant is otherwise qualified.

### 2.4 Conditions and Duration of Appointment

The Board shall make initial appointment and reappointment to the Medical Staff. The Board shall act on appointment and reappointment only after the Medical Staff has had an opportunity to submit a recommendation from the Medical Executive Committee (MEC) with the exception of emergency, disaster and temporary privileges. Appointment and reappointment to the Medical Staff shall be for no more than twenty-four (24) calendar months.

# 2.5 Medical Staff Membership and Clinical Privileges

Requests for Medical Staff membership and/or clinical privileges will be processed only when the potential applicant meets the current minimum qualifying criteria approved by the Board. Membership and/or privileges will be granted and administered as delineated in Part III (Credentials Procedures Manual) of these Bylaws. A practitioner who fails to meet the minimum qualifying criteria as set forth in Part III of these Bylaws shall be ineligible to apply for Medical Staff membership and/or clinical privileges.

### 2.6 Medical Staff Members Responsibilities

- 2.6.1 Each staff member and practitioner with privileges, must provide for appropriate, timely, and continuous care of his/her patients at the level of quality and efficiency generally recognized as appropriate by medical professionals in the same or similar circumstances.
- 2.6.2 Each staff member and practitioner with privileges must participate, as assigned or requested, in quality/performance improvement/peer review activities and in the discharge of other Medical Staff functions (including service on appropriate Medical Staff committees) as may be required.
- 2.6.3 Each staff member, consistent with his/her granted clinical privileges, shall participate in the on call coverage of the emergency department or in other hospital coverage programs as defined in the On Call Physician Policy.

- 2.6.4 Each staff member and practitioner with privileges must submit to any pertinent type of health evaluation as requested by the officers of the Medical Staff, MEC, Credentials Committee, Chief Executive Officer (CEO), and/or Department Chief when it appears necessary to protect the well-being of patients and/or staff, or as part of a post-treatment monitoring plan consistent with the provisions of any Medical Staff and hospital policies addressing physician health or impairment.
- 2.6.5 Each staff member and practitioner with privileges must abide by the Medical and Dental Staff Bylaws and any other rules, regulations, policies, procedures, and standards of the Medical Staff and hospital, including the Corporate Compliance Code of Conduct.
- 2.6.6 Each staff member and practitioner with privileges must provide evidence of professional liability coverage of a type and in an amount sufficient to cover the clinical privileges granted or an amount established by the Board, whichever is higher. In addition, staff members shall comply with any financial responsibility requirements that apply under state law to the practice of their profession. Each staff member and practitioner with privileges shall notify the Chief of Staff or designee within thirty (30) days of any and all malpractice claims filed in any court of law against the Medical Staff member or any settlement agreement regarding alleged malpractice which the medical staff member or practitioner may agree to. Failure to properly notify the Chief of Staff shall be grounds for discontinuance of processing of an application or reapplication for staff membership and privileges and/or the relinquishment, or limitation, of staff membership and privileges.
- 2.6.7 Each applicant for privileges or staff member or practitioner with privileges agrees to release from any liability, to the fullest extent permitted by law, all persons for their conduct, done in good faith and without malice, in connection with investigating and/or evaluating the quality of care or professional conduct provided by the Medical Staff member and his/her credentials.
- 2.6.8 Each staff member and practitioner with privileges shall prepare and complete in timely fashion, according to Medical Staff and hospital policies, the medical and other required records for all patients to whom the practitioner provides care in the hospital, or within its facilities, clinical services, or departments.
- a.2.6.9 All medical history and physical examinations must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy. A medical history and physical examination shall be completed for each patient at the hospital as follows:
  - i. For each hospital inpatient, patient under observation, or patient requiring anesthesia services, a complete medical history and physical examination shall be completed no more than seven (7) days before or twenty four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services, when the medical history and physical examination is completed within seven (7) days before admission or registration.

- ii. For each hospital outpatient procedure requiring only moderate sedation, a focused medical history and physical examination shall be completed no more than thirty (30) days before or twenty four (24) hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty four (24) hours after admission or registration, but prior to surgery or a procedure, when the medical history and physical examination are completed within thirty (30) days before admission or registration.
- iii. For patients receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia, an assessment of the patient, in lieu of a comprehensive history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when performed in accordance with the policies established by the medical staff. The assessment must be completed and documented by a physician, an oral and maxillofacial surgeon, or other qualified licensed individual in accordance with State law and hospital policy.
- b. The requirements related to complete history and physical examinations, focused history and physical examinations, and assessments in lieu of history and physical examinations are further delineated in the Rules and Regulations.
- 2.6.92.6.10 Each staff member and practitioner with privileges agrees that they shall not serve as the attending or consulting practitioner for any member of their own family. Medical Staff members and practitioners with privileges may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.
- 2.6.102.6.11 Each staff member and practitioner with privileges will use confidential information only as necessary for treatment, payment, or healthcare operations in accordance with HIPAA rules and regulations, to conduct authorized research activities, or to perform Medical Staff responsibilities. For purposes of these Bylaws, confidential information means patient information, peer review information, and the hospital's business information designated as confidential by the hospital or its representatives prior to disclosure.
- 2.6.112.6.12 Each staff member and practitioner with privileges must participate in any type of competency evaluation when determined necessary by the MEC and/or Board in order to properly delineate that member's clinical privileges. Each staff member and practitioner with privileges shall provide true and accurate information during the course of any evaluation, inquiry, or investigation of the practitioner's qualifications, conduct, competency, or suitability for medical staff membership and clinical privileges.
- 2.6.122.6.13 Each practitioner on the Medical Staff shall disclose to the Medical Staff any ownership or financial interest that may conflict with, or have the appearance of conflicting with, the interests of the Medical Staff or hospital. Medical staff leadership will deal with conflict of interest issues per the Medical Staff Conflict of Interest Statement.

2.6.14 Each practitioner will abide by the current Principles of Medical Ethics of the American Medical Association, the American Osteopathic Association, the Code of Ethics of the American Dental Association or the ethical standards governing the Member's practice. The Member shall also agree to abide by any applicable codes of conduct adopted by the Medical Staff and Hospital.

## 2.7 Medical Staff Member Rights

- 2.7.1 Each staff member in the Active category has the right to a meeting with the MEC on matters relevant to the responsibilities of the MEC that may affect patient care or safety. In the event such practitioner is unable to resolve a matter of concern after working with his/her Department Chief or other appropriate Medical Staff leader(s), that practitioner may, upon written notice to the Chief of Staff two (2) weeks in advance of a regular meeting, meet with the MEC to discuss the issue. The written notice to the Chief of Staff shall adequately describe the matter to be considered by the MEC and contain a recommendation for how to address the issue.
- 2.7.2 Each privileged practitioner has the right to legal counsel, for Medical Staff organizational functions, only when in a fair hearing circumstance.
- 2.7.3 Each staff member in the Active category has the right to initiate a recall election of a Medical Staff officer by following the procedure outlined in Section 4.7 of these Bylaws, regarding removal and resignation from office.
- 2.7.4 Each staff member in the Active category may initiate a call for a general staff meeting to discuss a matter relevant to the Medical Staff by presenting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the MEC shall schedule a general staff meeting for the specific purposes addressed by the petitioners. No business other than that detailed in the petition may be transacted.
- 2.7.5 Each staff member in the Active category may challenge any rule, regulation, or policy established by the MEC. In the event that a rule, regulation, or policy is thought to be inappropriate, any Medical Staff member may submit a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such a petition, the adoption procedure outlined in Section 9.3 will be followed.
- 2.7.6 Each staff member in the Active category may call for a Department meeting by presenting a petition signed by twenty percent (20%) of the members of the Department. Upon presentation of such a petition the Department Chief will schedule a Department meeting.
- 2.7.7 The above sections 2.7.1 to 2.7.5 do not pertain to issues involving individual peer review, formal investigations of professional performance or conduct, denial of requests for appointment or clinical privileges, or any other matter relating to individual membership or privileges. Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan) provides recourse in these matters.
- 2.7.8 Any practitioner eligible for Medical Staff appointment has a right to a hearing/appeal pursuant to the conditions and procedures described in the Medical Staff's hearing and appeal plan (Part II of these Bylaws).

# 2.8 Staff Dues/Fees/Assessments

2.8.1 Annual Medical Staff dues and other fees or assessments, if any, shall be determined by the MEC. Failure of a Medical Staff member to pay dues, fees, or assessments shall be considered a voluntary resignation from the Medical Staff. The MEC may pass policies that exempt certain categories of membership or members holding specified leadership positions from dues, fees, or assessments.

### 2.9 Indemnification

- 2.9.1 Members of the Medical Staff are entitled to the applicable immunity provisions of state and federal law for the credentialing, peer review and performance improvement work they perform on behalf of the hospital and Medical Staff.
- 2.9.2 In accordance with applicable Nevada law, the hospital will provide a defense and shall indemnify a Medical Staff member against damages in connection with any pending or threatened action, suit, or proceeding to which he is made a party by reason of his having acted in an official capacity in good faith on behalf of the hospital or Medical Staff. However, no member shall be entitled to such indemnification if the acts giving rise to the liability constituted willful misconduct, breach of a fiduciary duty, self-dealing or bad faith.

# 3.1 The Active Category

### 3.1.1 Qualifications

Members of this category must have served on the Medical Staff for at least one year and have:

Been involved in at least twelve (12) UMC patient encounters within the preceding year or twenty four (24) UMC patient encounters within the preceding 2 years (i.e., a UMC patient encounter is defined as a UMC inpatient admission; UMC telemedicine visitation; UMC consultation; UMC inpatient or outpatient surgical procedure; or other patient encounters within UMC hospital or a UMC clinic);

### **AND**

Attended at least three (3) Medical Staff or hospital committee meetings per year.

Additionally, in the interest of patient welfare and continuum of care, members of the Active category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

In the event that a member of the Active category does not meet the qualifications for reappointment to the Active category, and if the member is otherwise abiding by all Bylaws, rules, regulations, and policies of the Medical Staff and hospital, the member may be appointed to another Medical Staff category if s/he meets the eligibility requirements for such category. Any such appointment shall not be considered a reduction of privileges or adverse action and the practitioner shall not be entitled to the procedural rights under the Fair Hearing Plan.

### 3.1.2 Prerogatives

Members of this category may:

- a. Attend Medical Staff, department, and subspecialty meetings of which s/he is a member and any Medical Staff or hospital education programs;
- <u>b.</u> Vote on all matters presented by the Medical Staff, department, subspecialty, and committee(s) to which the member is assigned; and
- c. Hold office and sit on or be the chair of any committee in accordance with any qualifying criteria set forth elsewhere in the Medical and Dental Staff Bylaws, Rules and Regulations, or Medical Staff policies.

### 3.1.3 Responsibilities

Members of this category shall:

a. Contribute to the organizational and administrative affairs of the Medical Staff;

- b. Actively participate as requested or required in activities and functions of the Medical Staff, including quality/performance improvement and peer review, credentialing, risk, and utilization management, medical records completion and in the discharge of other staff functions as may be required; and
- c. Fulfill or comply with any applicable Medical Staff or hospital policies or procedures.

### 3.2 The Affiliate Category

### 3.2.1 Qualifications

The Affiliate category is reserved for Medical Staff members who do not meet the eligibility requirements for the Active category. Additionally, in the interest of patient welfare and continuum of care, members of the Affiliate category must maintain an office and residence within Clark County. Exceptions may be granted by the Medical Executive Committee on a case by case basis. Use of a Post Office Box for a mailing address does not negate the requirement for a Physician, Dentist or Podiatrist to maintain an office and residence in Clark County. It is the Physician's, Dentist's or Podiatrist's responsibility to notify the Medical Staff Office when the location of his/her office address changes within thirty (30) days.

### 3.2.2 Prerogatives

Members of this category may:

- a. Attend Medical Staff, department, committee, and subspecialty meetings of which s/he is a member and any Medical Staff or hospital education programs; and
- b. Not vote on matters presented by the entire Medical Staff or department or be an officer of the Medical Staff.

# 3.2.3 Responsibilities

Members of this category shall:

a. Have the same responsibilities as Active category members.

### 3.3 Honorary Recognition

Honorary Recognition is restricted to those individuals recommended by the MEC and approved by the Board. Appointment for this Recognition is entirely discretionary and may be rescinded at any time with or without cause. Procedural or fair hearing rights do not apply to the failure to grant, or termination of, membership to Honorary Recognition. Practitioners granted Honorary Recognition shall consist of those practitioners who have retired from active hospital practice, who are of outstanding reputation, and have provided distinguished service to the hospital. They may attend the General Medical Staff meeting, social and educational meetings of the Medical Staff and continuing medical education activities. They shall not hold clinical privileges, hold office or be eligible to vote. An active member of the Medical Staff shall sponsor and provide information to the MEC regarding a practitioner being recommended for honorary recognition.

### 3.4 Refer and Follow Category

### 3.4.1 Qualifications

The Refer and Follow category shall consist of Physicians who are not actively involved in Medical Staff affairs and are not major contributors to fulfillment of Medical Staff functions, due to practicing primarily at another hospital or in an office-based specialty or other reasons, but who wish to remain affiliated with the Hospital for referral of patients or other patient care purposes.

# 3.4.2 Prerogatives: Appointees to this category may:

- a. Refer patients for outpatient diagnostic testing and specialty services provided by the Hospital.
- b. Refer patients to other appointees of the Medical Staff for admission, evaluation, and/or care and treatment.
- c. Visit their hospitalized patients, review their Hospital medical records and may communicate with the attending physician, but shall NOT be permitted to admit patients, to attend patients, to exercise any Privileges, to write orders or progress notes, to make any notations in the medical record or to actively participate in the provision of care or management of patients in the Hospital. They are encouraged to attend educational programs sponsored by the Hospital or Medical Staff and attend meetings of the full Medical Staff.

## 3.4.3 Responsibilities: Appointees of this category shall:

- a. Meet the basic responsibilities of Medical Staff membership, as defined in Article 3.3 Credentials Procedures Manual.
- b. Not vote on Medical Staff matters or hold office.
- c. Acknowledge that appointment and reappointment to the Refer and Follow Staff is a courtesy which may be terminated by the Board upon recommendation of the MEC with thirty (30) days written notice, without right to process, as set forth in these Bylaws,
- d. Conduct themselves at all times in a manner that will not diminish or tarnish the reputation of the Medical Staff or Hospital.
- e. Be exempt from FPPE and OPPE requirements

### 3.5 Medical Officers of the Armed Forces of the United States – Military Rotator Category

# 3.5.1 Qualifications:

The Military Rotator category shall consist of practitioners who are authorized to provide medical care under the direct supervision of an attending at the Hospital as part of a training or educational program to further the employment of the medical officer, pursuant to an authorized agreement under NRS 449.2455 and any other applicable laws or regulations.

- 3.5.2 Prerogatives: Appointees to this category may:
  - a. Provide care when under the direct supervision of an appropriately privileged practitioner and the care is part of a training, or educational program designed to further the employment of the medical officer.
- 3.5.3 Responsibilities: Appointees of this category shall

- a. Meet the basic responsibilities of Medical Staff membership, as defined in Article 3.4 Credentials Procedures Manual.
- b. Comply with any applicable Medical Staff or Hospital policies or procedures.
- Meet all standards and/or requirements under any applicable training affiliation agreement entered into between the hospital and the Armed Forces of the United States.
- d. Be exempt from FPPE and OPPE requirements

## Section 4. Officers of the Medical Staff and MEC At-Large members

### 4.1 Officers of the Medical Staff and MEC At-Large members

- 4.1.1 Chief of Staff
- 4.1.2 Vice Chief of Staff
- 4.1.3 Secretary-Treasurer
- 4.1.4 Immediate Past Chief of Staff

# 4.2 Qualifications of Officers and MEC At-Large members

- 4.2.1 Officers and MEC At-Large members must be physician-members in good standing of the Active category and be actively involved in patient care in the hospital, have previously served in a significant leadership position of the Medical Staff (e.g. department or subspecialty head, or committee chair), indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. The Medical Staff Nominating Committee will have discretion to determine if a staff member wishing to run for office meets the qualifying criteria. The immediate past Chief of Staff attains his/her position by automatic succession from the office of Chief of Staff.
- 4.2.2 Officers and MEC At-Large Members may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff.

### 4.3 Election of Officers and MEC At-Large members

- 4.3.1 The Nominating Committee shall offer one nominee for each available position. Nominations must be announced, and the names of the nominees distributed to all members of the Active Medical Staff at least 30 days prior to the election.
- 4.3.2 A petition signed by at least three (3) Active staff Members may add nominations to the ballot. The Medical Staff must submit such a petition to the Chief of Staff at least fourteen (14) days prior to the election for the nominee(s) to be placed on the ballot. The Nominating committee must determine if the candidate meets the qualifications in Section 4.2 above before he/she can be placed on the ballot.
- 4.3.3 Officers and MEC At-Large members shall be elected prior to the expiration of the term of the current officers or At-Large members. Two MEC At-Large Member positions will be elected each year. There will be separate elections for each At-Large position with the Member receiving a plurality of votes elected for that position. Only members of the Active category shall be eligible to vote. The MEC will determine the mechanisms by which votes may be cast. The mechanisms that may be considered include written mail ballots and electronic voting via computer, fax, or other technology for transmitting the member's voting choices. No proxy voting will be permissible. The nominee(s) who receives the greatest number of votes cast will be elected. In the event of a tie vote, the MEC will make arrangements for a repeat vote(s) deleting the candidate with the lowest number of votes until one candidate receives a greater number of votes.

4.3.4 An Incumbent shall be automatically placed on the ballot without requiring nominations if he/she still wishes to run for election.

### 4.4 Term of Office

All officers and MEC At-Large members serve a term of two (2) years. They shall take office in the month of January. Each officer shall serve in office until the end of his/her term of office or until a successor is appointed/elected or unless s/he resigns sooner or is removed from office.

### 4.5 Vacancies of Office

The MEC shall fill vacancies of office during the Medical Staff year, except the office of the Chief of Staff. If there is a vacancy in the office of the Chief of Staff, the Vice Chief of Staff shall serve the remainder of the term.

### 4.6 Duties of Officers and MEC At-Large members

- 4.6.1 **Chief of Staff:** The Chief of Staff (COS) is the primary elected officer of the Medical Staff and is the Medical Staff's advocate and representative in its relationships to the Board and the administration of the hospital. The Chief of Staff, jointly with the MEC, provides direction to and oversees Medical Staff activities related to assessing and promoting continuous improvement in the quality of clinical services and all other functions of the Medical Staff as outlined in the Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies. Specific responsibilities and authority are to:
  - a. Call and preside at all general and special meetings of the Medical Staff;
  - b. Serve as chair of the MEC and as ex officio member of all other Medical Staff committees without vote, and to participate as invited by the CEO or the Board on hospital or Board committees;
  - c. Enforce Medical and Dental Staff Bylaws, Rules and Regulations, and Medical Staff/hospital policies;
  - d. Except as stated otherwise, appoint committee chairs and all members of Medical Staff standing and ad hoc committees; in consultation with hospital administration, appoint Medical Staff members to appropriate hospital committees or to serve as Medical Staff advisors or liaisons to carry out specific functions; in consultation with the chair of the Board, appoint the Medical Staff members to appropriate Board committees when those are not designated by position or by specific direction of the Board or otherwise prohibited by state law;
  - e. Support and encourage Medical Staff leadership and participation on interdisciplinary clinical performance improvement activities;
  - f. Report to the Board the MEC's recommendations concerning appointment, reappointment, delineation of clinical privileges or specified services, and corrective action with respect to practitioners who are applying for appointment or privileges, or who are granted privileges or providing services in the hospital;
  - g. Continuously evaluate and periodically report to the hospital, MEC, and the Board regarding the effectiveness of the credentialing and privileging processes;

- h. Review and enforce compliance with standards of ethical conduct and professional demeanor among the practitioners on the Medical Staff in their relations with each other, the Board, hospital management, other professional and support staff, and the community the hospital serves;
- i. Communicate and represent the opinions and concerns of the Medical Staff and its individual members on organizational and individual matters affecting hospital operations to hospital administration, the MEC, and the Board;
- i. Attend Board meetings and Board committee meetings as invited by the Board;
- k. Ensure that the decisions of the Board are communicated and carried out within the Medical Staff; and
- 1. Perform such other duties, and exercise such authority commensurate with the office as are set forth in the Medical and Dental Staff Bylaws.
- 4.6.2 **Vice Chief of Staff:** In the absence of the Chief of Staff, the Vice Chief of Staff shall assume all the duties and have the authority of the Chief of Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.
- 4.6.3 **Secretary-Treasurer:** This officer will collaborate with the hospital's Medical Staff office, assure maintenance of minutes, attend to correspondence, act as Medical Staff treasurer, and coordinate communication within the Medical Staff. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.
- 4.6.4 **Immediate Past Chief of Staff:** This officer will serve as a consultant to the Chief of Staff and Vice Chief of Staff and provide feedback to the officers regarding their performance of assigned duties on an annual basis. S/he shall perform such further duties to assist the Chief of Staff as the Chief of Staff may request from time to time.
- 4.6.5 **MEC At-Large members:** There shall be four (4) MEC At-Large members who will advise and support the Medical Staff officers and are responsible for representing the needs/interests of the entire Medical Staff, not simply representing the preferences of their own clinical specialty.

### 4.7 Removal and Resignation from Office

- 4.7.1 **Automatic Removal**: A Medical Staff officer shall be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in the Bylaws.
  - a. No longer in good standing as evidenced by:
    - i. an automatic suspension of clinical privileges that lasts more than thirty days,
    - ii. a summary suspension of greater than fourteen (14) days, or
    - iii. any corrective action taken by the MEC or Board;
  - b. No longer an Active Member of the Medical Staff;
  - c. No longer actively practicing within the Hospital; or
  - d. Holds a leadership position (defined as an MEC or Board member) at another hospital.

- e. In the event that a Member-At-Large becomes the Chief/Vice Chief of a Department or holds another voting position at the MEC, he/she will vacate his/her position as Member-At-Large.
- 4.7.2 **Removal of Officer for Failure to Perform Their Duties**: The Medical Staff may initiate the removal of any officer if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.
- 4.7.3 **Resignation:** Any elected officer or MEC At-Large member may resign at any time by giving written notice to the MEC. Such resignation takes effect on the date of receipt, when a successor is elected, or any later time specified therein.

### 5.1 Organization of the Medical Staff

5.1.1 The Medical Staff shall be organized into departments. The Medical Staff may create clinical subspecialties within a department in order to facilitate Medical Staff activities. A list of departments organized by the Medical Staff and formally recognized by the MEC is listed in the Medical and Dental Staff Rules and Regulations, Part II: Organization and Functions Manual, Section 1.

The MEC, with approval of the Board, may designate new Medical Staff departments or clinical subspecialties or dissolve current departments or clinical subspecialties as it determines will best promote the Medical Staff needs for promoting performance improvement, patient safety, and effective credentialing and privileging.

# 5.2 Qualifications, Selection, Term, and Removal of Department Chiefs and Vice Chiefs

- 5.2.1 Department Chiefs and Vice Chiefs of exclusively contracted department, whether exclusive through contract or hospital employment, shall be governed by the contract-or assigned by the hospital, as applicable.
- 5.2.2 For non-exclusively contracted departments, each Department Chief and Vice Chief shall be elected to serve a term of two (2) years commencing on January 1 and may be elected to serve successive terms. All Chiefs and Vice Chiefs must be physician-members of the Active Medical Staff, have relevant clinical privileges and be certified by an appropriate specialty board or have affirmatively established comparable competence through the credentialing process. In addition, Department Chiefs and Vice Chiefs shall indicate a willingness and ability to serve, have no pending adverse recommendations concerning Medical Staff appointment or clinical privileges, have no licensure sanctions, have participated in Medical Staff leadership training and/or be willing to participate in such training during their term of office, and be in compliance with the professional conduct policies of the hospital. Department Chiefs and Vice Chiefs may not simultaneously hold a leadership position (any position in which the Member serves on the MEC or the Board) on another hospital's Medical Staff. Noncompliance with this requirement will result in the Department Chief or Vice Chief being automatically removed from office.
- 5.2.3 For non-exclusively contracted departments, Department Chiefs and Department Vice Chiefs shall be elected by plurality vote of the Active members of the Department, subject to ratification by the MEC. An <a href="Incumbent\_incumbent">Incumbent</a> shall automatically be placed on the ballot without requiring nominations if he/she still wishes to run for election. An incumbent Department Chief must have satisfied the attendance requirements set forth in Part I, Section 7.5.2 of these Bylaws to be eligible for re-election. For non-incumbents, three nominations are needed from the Active members of the Department in order to qualify to be placed on the ballot. For Departments with less than 15 Members, one nomination is needed from an Active Member of the Department in order to qualify to be placed on the ballot. The election process will be the same as that for Officers of the Medical Staff other than voting shall be limited to the Active Members of the affected Department or Subspecialty. Following the election of the Department Chief and Vice-Chief, the Department Chief shall appoint the respective Subspecialty Head-.

- 5.2.4 Automatic Removal of elected Chiefs and Vice Chiefs: The Department Chief or Vice Chief may be automatically removed from his/her position if he/she no longer meets the qualifications of the position as defined in these Bylaws.
  - a. No longer in good standing as evidenced by:
    - i. an automatic suspension of clinical privileges that lasts more than thirty days,
    - ii. a summary suspension of greater than fourteen (14) days, or
    - iii. any corrective action taken by the MEC or Board;
  - b. No longer an Active Member of the Medical Staff;
  - c. No longer actively practicing within the Hospital; or
  - m.d. d. Holds a leadership position (defined as an MEC or Board member) at another hospital.
  - e. Failure to satisfy attendance requirements for the MEC meeting as set forth in Part I, Section 7.5.2 of these Bylaws
- 5.2.5 Removal of Elected Department Chief or Vice Chief for Failure to Perform Their Duties: The Medical Staff of the affected Department may initiate the removal of any Department Chief or Vice Chief if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.
- 5.2.6 If a Department Chief is removed through this processthese processes or resigns for any other reason, the Vice Chief shall assume the position of Chair and a new election for Vice Chief will occur within thirty (30) days. If a Vice Chief declines to assume the position of Department Chief, an election for a new Department Chief will occur within thirty (30) days.

# 5.3 Responsibilities of Department Chiefs

Department Chiefs shall carry out the following responsibilities:

- a. To oversee all clinically-related activities of the Department;
- b. To oversee all administratively-related activities of the Department, unless otherwise provided by the hospital;
- c. To provide ongoing surveillance of the performance of all individuals in the Medical Staff Department who have been granted clinical privileges;
- d. To recommend to the Credentials Committee the criteria for requesting clinical privileges that are relevant to the care provided in the Medical Staff Department;
- e. To recommend clinical privileges for each member of the Department and other licensed practitioners practicing with privileges within the scope of the Department;
- f. To assess and recommend to the MEC and hospital administration off-site sources for needed patient care services not provided by the Medical Staff Department or the hospital;
- g. To integrate the Department into the primary functions of the hospital;
- h. To coordinate and integrate interdepartmental and intradepartmental services and communication:

- To develop and implement Medical Staff and hospital policies and procedures that guide and support the provision of patient care services and review and update these, at least triennially, in such a manner to reflect required changes consistent with current practice, problem resolution, and standards changes;
- j. To recommend to the CEO sufficient numbers of qualified and competent persons to provide patient care and service;
- To provide input to the CEO regarding the qualifications and competence of Department or service personnel who are not licensed practitioners but provide patient care, treatment, and services;
- 1. To continually assess and improve of the quality of care, treatment, and services;
- m. To maintain quality control programs as appropriate;
- n. To orient and continuously educate all persons in the Department; and
- o. To make recommendations to the MEC and the hospital administration for space and other resources needed by the Medical Staff Department to provide patient care services.

# **5.4** Responsibilities of Department Vice Chief:

In the absence of the Department Chief, the Department Vice Chief shall assume all the duties and have the authority of the Department Chief. The Department Vice Chief shall perform such further duties to assist the Department Chief as the Department Chief may request from time to time.

### 5.5 Assignment to Department

The MEC will, after consideration of the recommendations of the Chief(s) of the appropriate Department(s), recommend Department assignments for all members in accordance with their qualifications. Each member will be assigned to one primary Department. Clinical privileges are independent of Department assignment.

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#### 6.1 Designation and Substitution

There shall be a Medical Executive Committee (MEC) and such other standing and ad hoc committees as established by the MEC and enumerated in the Organization and Functions Manual of the Rules and Regulations. Meetings of these committees will be either regular or special. Those functions requiring participation of, rather than direct oversight by the Medical Staff may be discharged by Medical Staff representation on such hospital committees as are established to perform such functions. The Chief of Staff may appoint ad hoc committees as necessary to address time-limited or specialized tasks.

## **6.2** Medical Executive Committee (MEC)

## 6.2.1 Committee Membership:

- a. Composition: The MEC shall be a standing committee consisting of the following voting members: the Officers of the Medical Staff, the Department Chiefs, four (4) At-Large Members, the Credentials Committee Chair, the Professional Improvement Committee Chair, the Bylaws Committee Chair, and the Advanced Practice Professionals Committee Chair. The chair of the MEC will be the Chief of Staff. The non-voting members will include the CEO, Chief Operating Officer (COO). Chief Medical Officer (CMO), Chief Nursing Officer (CNO), the Dean of the School of Medicine, and the Director of the Office of Military Medicine.
- b. Removal from MEC: An Officer, MEC At-Large Member, or Department Chief who is removed from his/her position in accordance with Section 4.7 and/or Section 5.2 above will automatically lose his/her membership on the MEC. When the chair of either the Credentials Committee, Professional Improvement Committee, or Bylaws Committee resigns or is removed from these positions, his/her replacement will serve on the MEC. When a member of the MEC who was elected At-Large resigns or is removed, the MEC will arrange for an At-Large election for a replacement to serve out the remainder of the vacated term. Such an election will follow procedures established by the MEC and must take place within sixty (60) days of the removal of an MEC member.

#### 6.2.2 Duties: The duties of the MEC, as delegated by the Medical Staff, shall be to:

- a. Serve as the final decision-making body of the Medical Staff in accordance with the Medical and Dental Staff Bylaws and provide oversight for all Medical Staff functions;
- b. Coordinate the implementation of policies adopted by the Board;
- c. Submit recommendations to the Board concerning all matters relating to appointment, reappointment, staff category, department assignments, clinical privileges, and corrective action;
- Report to the Board and to the staff for the overall quality and efficiency of professional patient care services provided by individuals with clinical privileges and coordinate the participation of the Medical Staff in organizational performance improvement activities;

- e. Take reasonable steps to encourage and monitor professionally ethical conduct and competent clinical performance on the part of practitioners with privileges including collegial and educational efforts and investigations, when warranted;
- f. Make recommendations to the Board on medical administrative and hospital management matters;
- g. Keep the Medical Staff up-to-date concerning the licensure and accreditation status of the hospital;
- h. Participate in identifying community health needs and in setting hospital goals and implementing programs to meet those needs;
- i. Review and act on reports from Medical Staff committees, departments, and other assigned activity groups;
- j. Formulate and recommend to the Board Medical Staff rules, policies, and procedures;
- k. Request evaluations of practitioners privileged through the Medical Staff process when there are questions about an applicant or practitioner's ability to perform privileges requested or currently granted;
- 1. Make recommendations concerning the structure of the Medical Staff, the mechanism by which Medical Staff membership or privileges may be terminated, and the mechanisms for fair hearing procedures;
- m. Consult with administration on the quality, timeliness, and appropriateness of contracts for patient care services provided to the hospital by entities outside the hospital;
- n. Coordinate, with the Compliance Officer, that portion of the corporate compliance plan that pertains to the Medical Staff;
- o. Hold Medical Staff leaders, committees, and departments accountable for fulfilling their duties and responsibilities;
- p. Make recommendations to the Medical Staff for changes or amendments to the Medical and Dental Staff Bylaws; and
- q. The MEC is empowered to act for the organized Medical Staff between meetings of the organized Medical Staff.
- 6.2.3 Meetings: The MEC shall meet at least ten (10) times per year and more often as needed to perform its assigned functions. Permanent records of its proceedings and actions shall be maintained in accordance with applicable law.

## 7.1 Medical Staff Meetings

- 7.1.1 An annual meeting will be held, usually in December. Other general meetings, if any, of the Medical Staff shall be held at a time determined by the MEC. Notice of the meeting shall be given to all Medical Staff members via appropriate media and posted conspicuously.
- 7.1.2 Except for Bylaws amendments or as otherwise specified in these Bylaws, the actions of a plurality of the members present and voting at a meeting of the Medical Staff is the action of the group. Action may be taken without a meeting of the Medical Staff by presentation of the question to each member eligible to vote, in person, via telephone, and/or by mail or Internet, and their vote recorded in accordance with procedures approved by the MEC. Such vote shall be binding so long as the question that is voted on receives a plurality of the votes cast.

#### 7.1.3 Special Meetings of the Medical Staff

- a. The Chief of Staff may call a special meeting of the Medical Staff at any time. The Chief of Staff must call a special meeting if so directed by resolution of the MEC. Such request or resolution shall state the purpose of the meeting. The Chief of Staff shall designate the time and place of any special meeting.
- b. Written or electronic notice stating the time, place, and purposes of any special meeting of the Medical Staff shall be conspicuously posted and shall be sent to each member of the Medical Staff at least three (3) business days before the date of such meeting. No business shall be transacted at any special meeting, except that stated in the notice of such meeting.

## 7.2 Regular Meetings of Medical Staff Committees and Departments

Committees and Departments may, by resolution, provide the time for holding regular meetings without notice other than such resolution.

#### 7.3 Special Meetings of Committees and Departments

A special meeting of any committee or department may be called by the committee chair or Chief of the Department thereof or by the Chief of Staff.

## 7.4 Quorum

- 7.4.1 Medical Staff Meetings: Those eligible Medical Staff members present and voting on an issue.
- 7.4.2 MEC, Credentials Committee, and Professional Improvement Committee: A quorum will exist for the MEC and Credentials Committee when fifty percent (50%) of the voting members are present. For the Professional Improvement Committee, a quorum will exist when at least seven (7) voting members are present. When dealing with Category 1 requests for routine appointment, reappointment, and clinical privileges the MEC quorum will consist of at least three members.

7.4.3 Department meetings or Medical Staff committees other than those listed in 7.4.2 above: Those eligible Medical Staff members present and voting on an issue A quorum will exist for Medical Staff Department meetings when at least fifty percent (50%) of the Department members are present. Medical Staff Departments having more than five (5) subspecialties may satisfy the quorum requirement by the attendance of fifty percent (50%) of Subspecialty Heads. For Medical Staff committees other than those listed in Section 7.4.2 above, a quorum will exist when at least fifty percent (50%) of the committee members are present.

## 7.5 Attendance Requirements

- 7.5.1 Members of the Medical Staff are encouraged to attend meetings of the Medical Staff.
- 7.5.2 MEC, Credentials Committee, and Professional Improvement Committee meetings: Members of these committees are expected to attend at least two thirds (2/3rds) seventy-five percent (75%) of the meetings held. A MEC member's absence may be excused upon a finding of good cause by the Chief of Staff. Failure to meet the attendance requirements will result in removal of the member from the committee.

## **7.6** Special Meeting Attendance Requirements:

Whenever there is a reason to believe that a practitioner is not complying with Medical and Dental Staff Bylaws or hospital policies or has deviated from standard clinical or professional practice, the Chief of Staff or the applicable Department Chief or Medical Staff committee chair may require the practitioner to confer with him/her or with a standing or ad hoc committee that is considering the matter. The practitioner will be given special notice of the meeting at least five (5) days prior to the meeting. This notice shall include the date, time, place, issue involved and that the practitioner's appearance is mandatory. Failure of the practitioner to appear at any such meeting after two notices, unless excused by the MEC for an adequate reason, will result in an automatic suspension of the practitioner's membership and privileges. Such suspension would not give rise to a fair hearing, but would automatically be rescinded if and when the practitioner participates in the previously referenced meeting. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff. Nothing in the foregoing paragraph shall preclude the initiation of summary restriction or suspension of clinical privileges as outlined in Part II of these Bylaws (Investigations, Corrective Action, Hearing and Appeal Plan).

## 7.7 Participation by the CEO

The CEO or his/her designee may attend any general, committee, or department meetings of the Medical Staff as an ex-officio member without vote.

#### 7.8 Robert's Rules of Order

Medical staff and committee meetings shall be run in a manner determined by the chair of the meeting. When parliamentary procedure is needed, as determined by the chair or evidenced by a plurality vote of those attending the meeting, the latest abridged edition of Robert's Rules of Order shall determine procedure.

## 7.9 Notice of Meetings

Written or electronic notice stating the place, day, and hour of any special meeting or of any regular meeting not held pursuant to resolution shall be delivered or sent to each member of the Department or committee not less than three (3) business days before the time of such meeting by the person or persons calling the meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting.

#### 7.10 Action of Committee or Department

Only items that appear on the agenda at least one (1) business day in advance of the meeting shall be voted upon, with the exception of items needed for regulatory/legal compliance that may appear on the agenda at the time of the meeting. The recommendation of a plurality of its members present at a meeting at which a quorum is present shall be the action of a committee or department. Such recommendation will then be forwarded to the MEC for action.

#### 7.11 Rights of Ex officio Members

Except as otherwise provided in these Bylaws, persons serving as ex officio members of a committee shall have all rights and privileges of regular members, except that they shall not vote, be able to make motions, or be counted in determining the existence of a quorum.

#### 7.12 Minutes

Minutes of each regular and special meeting of a committee or department shall be prepared and shall include a record of the attendance of members and the vote taken on each matter. The presiding committee chair or Department Chief shall authenticate the minutes and copies thereof shall be submitted to the MEC or other designated committee. Records of the proceedings shall be kept in accordance with applicable law.

#### 8.1 Conflict Resolution

- In the event the Board acts in a manner contrary to a recommendation by the MEC, involving issues of patient care or safety, the matter may (at the request of the MEC) be submitted to a Joint Conference Committee composed of the Board of Trustees' Chairperson, the Chief Executive Officer or designee, the Chief of Medical and Dental Staff or designee, Governing Board Chair or designee, Governing Board Clinical Quality and Professional Affairs Sub-Committee Chair, the Performance Improvement Chairperson or designee, Associate Administrator of Clinical Intervention / Quality Management, Dean of the University of Nevada School of Medicine (or any succeeding medical school operated by the Nevada State of Higher Education and affiliated with UMC) or designee, one other member of the Board of Trustees and the Nurse Executive, Medical Staff for review and recommendation to the full Board. The committee will submit its recommendation to the Board within thirty (30) days of its meeting.
- 8.1.2 To promote timely and effective communication and to foster collaboration between the Board, management, and Medical Staff, the chair of the Board, CEO, or the Chief of Staff may call for a meeting between appropriate leaders, for any reason, to seek direct input, clarify any issue, or relay information directly.
- 8.1.3 Any conflict between the Medical Staff and the Medical Executive Committee will be resolved using the mechanisms noted in Sections 2.7.1 through 2.7.4 of Part I of these Bylaws.
- 8.1.4 The Medical Staff may seek the legal advice of Hospital's Office of General Counsel on matters affecting hospital operations. Additionally, at its expense, the Medical Staff may retain and be represented by independent legal counsel. The authority to engage independent legal counsel on behalf of the Medical Staff shall be the prerogative of the Medical Executive Committee and may be required in the event that a conflict or potential conflict of interest impairs or prohibits Hospital counsel from rendering advice based on applicable rules of professional conduct or law.

#### 9.1 Medical Staff Responsibility

- 9.1.1 The Medical Staff shall have the responsibility to formulate, review at least triennially, and recommend to the Board any Medical and Dental Staff Bylaws, Rules and Regulations, policies, procedures, and amendments as needed. Amendments to the Bylaws and Rules and Regulations shall be effective when approved by the Board. The Medical Staff can exercise this responsibility through its elected and appointed leaders or through direct vote of its membership.
- 9.1.2 Such responsibility shall be exercised in good faith and in a reasonable, responsible, and timely manner. This applies as well to the review, adoption, and amendment of the related rules, policies, and protocols developed to implement the various sections of these Bylaws.

## 9.2 Methods of Adoption and Amendment to These Bylaws

9.2.1 Proposed amendments to these Bylaws may be originated by the MEC or by a petition signed by twenty percent (20%) of the members of the Active category.

Each Active member of the Medical Staff will be eligible to vote on the proposed amendment via printed or secure electronic ballot in a manner determined by the MEC. All Active members of the Medical Staff shall receive at least thirty (30) days advance notice of the proposed changes. The amendment shall be considered approved by the Medical Staff unless a simple majority of those members eligible to vote returns a ballot marked "no."

Amendments so adopted shall be effective when approved by the Board.

# 9.3 Methods of Adoption and Amendment to any Medical Staff Rules and Regulations, and Policies

- 9.3.1 The Medical Staff may adopt additional rules, regulations, and policies as necessary to carry out its functions and meet its responsibilities under these Bylaws. A Rules and Regulations and/or Policies Manual may be used to organize these additional documents.
- 9.3.2 The MEC shall vote on the proposed language changes at a regular meeting, or at a special meeting called for such purpose. Following an affirmative vote by the MEC, Rules and Regulations may be adopted, amended, or repealed, in whole or in part and such changes shall be effective when approved by the Board. Medical Staff Policies and procedures will become effective upon approval of the MEC, subject to final approval by the Board.
- 9.3.3 In addition to the process described in 9.3.2 above, the organized Medical Staff itself may recommend directly to the Board an amendment(s) to any rule, regulation, or policy by submitting a petition signed by twenty percent (20%) of the members of the Active category. Upon presentation of such petition, the adoption process outlined in 9.2.1 above will be followed.
- 9.3.4 When a new rule, regulation, or policy is proposed, the proposing party (either the MEC or the organized Medical Staff) will communicate the proposal to the other party prior to vote.

- 9.3.5 If the MEC proposes to adopt a rule or regulation, or an amendment thereto, it first communicates the proposal to the Medical Staff. In cases of a documented need for an urgent amendment to Rules and Regulations necessary to comply with law or regulation, the MEC may provisionally adopt and the Governing Board may provisionally approve an urgent amendment without prior notification of the Medical Staff. In such cases, the MEC immediately informs the Medical Staff. The Medical Staff has the opportunity for retrospective review of and comment on the provisional amendment. If there is no conflict between the organized Medical Staff and the MEC, the provisional amendment stands. If there is conflict over the provisional amendment, the process for resolving conflict between the organized Medical Staff and the MEC is implemented. If necessary, a revised amendment is then submitted to the Board for action.
- 9.3.6 The MEC may adopt such amendments to these Bylaws, rules, regulations, and policies that are, in the committee's judgment, technical or legal modifications, or clarifications. Such modifications may include reorganization or renumbering, punctuation, spelling, or other errors of grammar or expression. Such amendments need not be approved by the entire Board but must be approved by the hospital CEO. Neither the organized Medical Staff nor the Board may unilaterally amend the Medical and Dental Staff Bylaws or Rules and Regulations.

**University Medical Center of Southern Nevada** 

## MEDICAL AND DENTAL STAFF BYLAWS

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan

## Part II: Investigations, Corrective Actions, Hearing and Appeal Plan – Table of Contents

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#### 1.1 Criteria for Initiation

These Bylaws encourage Medical Staff leaders and hospital management to use progressive steps, beginning with collegial and education efforts, to address questions relating to an individual's clinical practice and/or professional conduct. The goal of these progressive steps is to help the individual voluntarily respond to resolve questions that have been raised. All collegial intervention efforts by Medical Staff leaders and hospital management shall be considered confidential, subject to all applicable laws, and part of the hospital's performance improvement and professional and peer review activities. Collegial intervention efforts are encouraged, but are not mandatory, and shall be within the discretion of the appropriate Medical Staff leaders and hospital management. When any observations arise suggesting opportunities for a practitioner to improve, the matter should be referred for peer review in accordance with the peer review and performance improvement policies adopted by the Medical Staff and hospital. Collegial intervention efforts may include but are not limited to the following:

- a. Educating and advising colleagues of all applicable policies, including those related to appropriate behavior, emergency call obligations, and the timely and adequate completion of medical records:
- Following up on any questions or concerns raised about the clinical practice and/or conduct
  of privileged practitioners and recommending such steps as proctoring, monitoring,
  consultation, and letters of guidance; and
- c. Sharing summary comparative quality, utilization, and other relevant information to assist individuals to conform their practices to appropriate norms.

Following collegial intervention efforts, if it appears that the practitioner's performance places patients in danger or compromises the quality of care, or in cases where it appears that patients may be placed in harm's way while collegial interventions are undertaken, the MEC will consider whether it should be recommended to the Board to restrict or revoke the practitioner's membership and/or privileges. Before issuing such a recommendation the MEC may authorize an investigation for the purpose of gathering and evaluating any evidence and its sufficiency.

#### 2.1 Initiation

A request for an investigation must be submitted in writing by a Medical Staff officer, committee chair, Department Chief, CEO, CMO, or hospital board chair to the MEC. The request must be supported by references to the specific activities or conduct that is of concern. If the MEC itself initiates an investigation, it shall appropriately document its reasons.

## 2.2 Preliminary Investigation

The MEC recognizes that there are situations where incidents of inappropriate conduct, disruptive behavior, or competency require an immediate preliminary investigation or review. When dealing with such circumstances, the Chief of Staff, or his or her designee, may immediately investigate or review the matter on behalf of the MEC to ensure the orderly operation of the hospital and safety of UMC patients, personnel, and practitioners. If warranted, the information developed during such a preliminary investigation or review shall be presented at the next regularly scheduled meeting of the MEC. The MEC shall determine whether to open a formal investigation as set forth in Section 2.3 or take any other appropriate action that may be warranted by the circumstances.

## 2.3 Investigation

If the MEC decides that an investigation is warranted, it shall direct an investigation to be undertaken through the adoption of a formal resolution. In the event the Board believes the MEC has incorrectly determined that an investigation is unnecessary, it may direct the MEC to proceed with an investigation.

The MEC may conduct the investigation itself or may assign the task to an appropriate standing or ad hoc committee of the Medical Staff.

If the investigation is delegated to a committee other than the MEC, such committee shall proceed with the investigation promptly and forward a written report of its findings, conclusions, and recommendations to the MEC as soon as feasible. The committee conducting the investigation shall have the authority to review all documents it considers relevant, to interview individuals, to consider appropriate clinical literature and practice guidelines, and to utilize the resources of an external consultant if it deems a consultant is necessary and such action is approved by the MEC and the CEO. The investigating body may also require the practitioner under review to undergo a physical and/or mental examination and may access the results of such exams. The investigating body shall notify the practitioner in question of the allegations that are the basis for the investigation and provide to the practitioner an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The meeting between the practitioner in question and the investigating body (and meetings with any other individuals the investigating body chooses to interview) shall not constitute a "hearing" as that term is used in the hearing and appeals sections of these Bylaws. The procedural rules with respect to hearings or appeals shall not apply to these meetings either. The individual being investigated shall not have the right to be represented by legal counsel before the investigating body nor to compel the Medical Staff to engage external consultation. Despite the status of any investigation, the MEC shall retain the authority and discretion to take whatever action may be warranted by the circumstances, including suspension, termination of the investigative process, or other action.

- 2.3.1 An external peer review consultant should be considered when:
  - a. Litigation seems likely;

- b. The hospital is faced with ambiguous or conflicting recommendations from Medical Staff committees, or where there does not appear to be a strong consensus for a particular recommendation. In these circumstances consideration may be given by the MEC or the Board to retain an objective external reviewer;
- c. There is no one on the Medical Staff with expertise in the subject under review, or when the only physicians on the Medical Staff with appropriate expertise are direct competitors, partners, or associates of the practitioner under review.

#### 2.4 MEC Action

As soon as feasible after the conclusion of the investigation the MEC shall take action that may include, without limitation, and consistent with Section 4 of this Investigations, Corrective Action Hearing and Appeal Plan:

- a. Determining no corrective action is warranted, if the MEC determines there was not credible evidence for the complaint in the first instance;
- b. Deferring action for a reasonable time when circumstances warrant;
- c. Issuing letters of education, admonition, censure, reprimand, or warning, although nothing herein shall be deemed to preclude appropriate committee chairs or Department Chiefs from issuing informal written or oral warnings prior to an investigation. In the event such letters are issued, the affected practitioner may make a written response, which shall be placed in the practitioner's file;
- d. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges, including, without limitation, requirements for co-admissions, mandatory consultation, or monitoring/proctoring;
- e. Recommending denial, restriction, modification, reduction, suspension, revocation, or probation of clinical privileges;
- f. Recommending reductions of membership status or limitation of any prerogatives directly related to the practitioner's delivery of patient care;
- g. Recommending suspension, revocation, or probation of Medical Staff membership; or
- h. Taking other actions deemed appropriate under the circumstances.

#### 2.5 Subsequent Action

The Board shall act on the MEC's recommendation unless the member requests a hearing, in which case the final decision shall be determined as set forth in this Hearing and Appeal plan.

## 3.1 Automatic Relinquishment/<u>Administrative Suspension/</u>Voluntary Resignation

In the following triggering circumstances, the practitioner's privileges and/or membership will be considered automatically relinquished, administratively suspended, or limited as described, and the action shall be final without a right to hearing. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. relinquished, or limited as described, and the action shall be final without a right to hearing. Except when otherwise specified below, if the triggering circumstances have not been resolved within sixty (60) thirty (30) days, the practitioner will be deemed to have voluntarily resigned their UMC Medical Staff membership and clinical privileges. Thereafter, reinstatement shall require a practitioner to submit a new application for membership and/or privileges.

It shall be the responsibility of each practitioner to report immediately to the Chief of Staff any of the following triggering circumstances or any proceeding, investigation, complaint, arrest, or charge that might result in any of the following triggering circumstances.

Where a bona fide dispute exists as to whether the circumstances have occurred, the relinquishment, suspension, or limitation will stand until the MEC determines it is not applicable. The MEC will make such a determination as soon as feasible. The Chief of Staff may reinstate the practitioner's privileges or membership after determining that the triggering circumstances have been rectified or are no longer present. If the triggering circumstances have not been resolved within sixty days, the practitioner will have to reapply for membership and/or privileges. In addition, further corrective action may be recommended in accordance with these Bylaws whenever any of the following triggering circumstances occur:

#### 3.1.1 Licensure.

- a. Revocation and suspension: Whenever a practitioner's license or other legal credential authorizing practice in this state is revoked, suspended, expired, or voluntarily relinquished, Medical Staff membership and clinical privileges shall be automatically relinquished by the practitioner as of the date such action becomes effective.
- b. Restriction: Whenever a practitioner's license or other legal credential authorizing practice in this state is limited or restricted by an applicable licensing or certifying authority, any clinical privileges that the practitioner has been granted at this hospital that are within the scope of said limitation or restriction shall be automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.
- c. **Probation:** Whenever a practitioner is placed on probation by the applicable licensing or certifying authority, his or her membership status and clinical privileges shall automatically become subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

3.1.2 **Medicare, Medicaid, Tricare or other Federal Program Exclusion**: Whenever a practitioner is sanctioned or barred from Medicare, Medicaid, Tricare, or other federal programs, Medical Staff membership and clinical privileges shall be considered automatically relinquished as of the date such action becomes effective. Any practitioner listed on the United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals/Entities will be considered to have automatically relinquished his or her privileges.

#### 3.1.3 Controlled substances

- a. DEA certificate and Nevada Pharmacy Certificate of Registration: Whenever a practitioner's United States Drug Enforcement Agency (DEA) certificate or Nevada Pharmacy Certificate of Registration is revoked, limited, or suspended, the practitioner will automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.
- b. **Probation:** Whenever a practitioner's DEA certificate or Nevada Pharmacy Certificate of Registration is subject to probation, the practitioner's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.
- 3.1.4 **Medical record completion requirements:** A practitioner will be considered to have voluntarily relinquished the practitioner's privilege to admit new patients or schedule new procedures shall be administratively suspended whenever s/he fails to complete medical records within time frames outlined in the Electronic Health Record System policy. This relinquishments uspension of privileges shall not apply to patients admitted or already scheduled at the time of relinquishments uspension, to emergency patients, or to imminent deliveries. The relinquished privileges will be automatically restored upon completion of the medical records and compliance with medical records policies.
- 3.1.5 **Professional liability insurance:** The minimum amount per occurrence shall be \$\frac{100}{1,000},000.00 with a minimum aggregate of \$\frac{300}{3,000},000.00. Employed Physicians, Dentists or Podiatrists dentists, podiatrists, and other licensed practitioners employed by UMC will provide a UMC Certificate of Insurance and Statement of Indemnification, pursuant to Section 41.038 of the Nevada Revised Statutes. The Advanced Practice Professional covered under the policy of his or her sponsor is required to submit a copy of the sponsor's policy and rider with a statement signed by the sponsor stating that the Advanced Practice Professional is covered under that policy, when applicable. Failure of a practitioner to maintain professional liability insurance in this manner shall result in immediate, automatic relinquishment of a practitioner's clinical privileges. an immediate administrative suspension of a practitioner's clinical privileges. Within thirty (30) days of suspension, the suspended practitioner must present proof of adequate professional liability insurance, including coverage for any acts or potential liabilities that may have arisen during the period of any lapse in coverage (prior acts coverage). A practitioner who fails to provide evidence of appropriate coverage after thirty (30) days shall be deemed to have voluntarily resigned Medical Staff membership and clinical privileges. The practitioner must notify the Medical Staff office immediately of any change in professional liability insurance carrier or coverage.

- 3.1.6 Medical Staff dues/fees/assessments: Failure A practitioner's Medical Staff membership and clinical privileges shall be administratively suspended for any failure to promptly pay Medical Staff dues or any feefees or assessment shall be considered an automatic relinquishment of a practitioner's appointment. If assessments. If the practitioner does not remit such payments within sixty (60) thirty (30) calendar days after written warning of the delinquency the practitioner does not remit such payments, the practitioner shall will be considered deemed to have voluntarily resigned membership on the their UMC Medical Staff membership and clinical privileges.
- 3.1.7 **Felony conviction:** A practitioner who has been convicted of or entered a plea of "guilty" or "no contest" or its equivalent to a felony relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence, or abuse (physical, sexual, child or elder) in any jurisdiction shall automatically relinquish Medical Staff membership and privileges. Such relinquishment shall become effective immediately upon such conviction or plea regardless of whether an appeal is filed.
- 3.1.8 **Failure to satisfy the special appearance requirement:** A practitioner having received two notices and who fails without good cause to appear at a meeting where his/her special appearance is required under these Bylaws shall be considered to have automatically relinquished all clinical privileges, with the exception of emergencies and imminent deliveries, administratively suspended. These privileges will be reinstated when the practitioner complies with the special appearance requirement. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from of the practitioner's Medical Staff membership and clinical privileges.
- 3.1.9 **Failure to participate in an evaluation:** A practitioner who fails to participate in an evaluation of his/her qualifications for Medical Staff membership or privileges as required under these Bylaws, Rules and Regulations, or Medical Staff/hospital policies (whether an evaluation of physical or mental health, of clinical management skills, or of fitness to practice), shall be considered to have automatically relinquished all privileges administratively suspended. Subject to the findings of any such evaluation, these privileges may be restored following the practitioner's compliance with the requirement for an evaluation. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation fromof the practitioner's Medical Staff membership and clinical privileges.
- 3.1.10 **Failure to become board certified:** A practitioner who fails to become board certified in compliance with the eligibility criteria set forth in the Delineation of Privileges form of his or her Department will be deemed to have immediately and voluntarily relinquished his or her Medical Staff appointment and clinical privileges, unless an exception is granted, for a good cause, by the Board upon recommendation from the MEC.

- 3.1.11 Failure to Meet UMC Vaccination Requirements: Unless approved for a medical or religious exemption from such requirement, any practitioner who a practitioner's Medical Staff membership and clinical privileges shall be administratively suspended if the practitioner fails to submit proof of full vaccination -in accordance with UMC hospital policies shall be considered to have automatically relinquished all privileges. If the practitioner submitsfails to submit proof of compliance with UMC hospital vaccination policies within thirty (30) calendar days of notice of the automatic relinquishmentadministrative suspension, the practitioner's privileges may be reinstated. Thereafter, the memberpractitioner will be deemed to have voluntarily resigned from the staff and must reapply for staffthe practitioner's Medical Staff membership and clinical privileges.
- 3.1.12 Failure to execute release and/or provide documents: A practitioner's Medical Staff membership and clinical privileges shall be administratively suspended if the practitioner who fails to execute a general or specific release of information and/or provide documents when requested by the Chief of Staff or designee to evaluate the competency and credentialing/privileging qualifications of the practitioner-shall be considered. A practitioner's continued failure to have automatically relinquished all privileges.

  If execute the requested release is executed and/of information or provide the requested documents provided within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner may be reinstated. Thereafter, the member will be administrative suspension shall be deemed to have resigned voluntarily from the staff and must reapply for staffa voluntary resignation of the practitioner's Medical Staff membership and clinical privileges.
- 3.1.13 **MEC Deliberation:** As soon as feasible after action is taken In the event of an automatic relinquishment, administrative suspension, or warranted as described above voluntary resignation, the MEC-shall, in its sole discretion, may convene to review and consider the facts, and related to the action. The MEC may decline to take any further action or may recommend such further corrective action as it may deemdeems appropriate following the procedure procedures generally set forth in these Bylaws.

## 3.2 Summary Restriction or Suspension

3.2.1 **Criteria for Initiation:** A summary restriction or suspension may be imposed when a good faith belief exists that immediate action must be taken to protect the life or well-being of patient(s); or to reduce a substantial and imminent likelihood of significant impairment of the life, health, and safety of any person. Under such circumstances one Medical Staff leader (Chief of Staff or designee) and one administrator (CEO or designee) may suspend or restrict the Medical Staff membership or clinical privileges of such practitioner. A summary suspension or restriction of all or any portion of a practitioner's clinical privileges at another hospital may be grounds for a summary suspension of all or any of the practitioner's clinical privileges at this hospital.

Unless otherwise stated, such summary restriction or suspension shall become effective immediately upon imposition and the person or body responsible shall promptly give written notice to the practitioner, the MEC, the CEO, and the Board. The notice shall contain the basis of the summary restriction or suspension and the findings supporting its imposition. The restriction or suspension may be limited in duration and shall remain in effect for the period stated or, if none, until resolved as set forth herein. The summary suspension is not a complete professional review action in and of itself, and it shall not imply any final finding regarding the circumstances that caused the suspension.

- Unless otherwise indicated by the terms of the summary restriction or suspension, the practitioner's patients shall be promptly assigned to another Medical Staff member by the Chief of Staff or designee, considering, where feasible, the wishes of the affected practitioner and the patient in the choice of a substitute practitioner.
- 3.2.2 **MEC action:** As soon as feasible and within 14 calendar days after such summary suspension has been imposed, the MEC shall meet to review and consider the action and if necessary begin the investigation process as noted in Section 2 above. Upon request, and at the discretion of the MEC, the practitioner will be given the opportunity to address the MEC concerning the action, on such terms and conditions as the MEC may impose, although in no event shall any meeting of the MEC, with or without the practitioner, constitute a "hearing" as defined in this Hearing and Appeal Plan, nor shall any procedural rules with respect to hearing and appeal apply and no legal counsel will be allowed to attend. The MEC may modify, continue, or terminate the summary restriction or suspension, but in any event it shall furnish the practitioner with notice of its decision. Unless the MEC terminates the suspension within 14 calendar days, notice of the MEC's decision shall comply with the requirements for Notice for Recommendation of Adverse Action set forth in these Bylaws.
- 3.2.3 **Procedural rights:** Unless the MEC promptly terminates the summary restriction or suspension prior to or immediately after reviewing the results of any investigation described above, the privileged practitioner (or applicant for privileges) shall be entitled to the procedural rights afforded by this Hearing and Appeal Plan once the restrictions or suspension last more than 14 calendar days. Unless the MEC has terminated the summary restriction or suspension, it shall remain in effect during the pendency and completion of the corrective action and hearing process.

#### 4.1 Initiation of Hearing

Any practitioner eligible for Medical Staff appointment or privileges shall be entitled to request a hearing whenever an unfavorable recommendation with regard to clinical competence or professional conduct has been made by the MEC or the Board. Hearings will be triggered only by the following "adverse actions" when the basis for such action is related to clinical competence or professional conduct:

- a. Denial of Medical Staff appointment or reappointment;
- b. Revocation of Medical Staff appointment;
- c. Denial or restriction of requested clinical privileges, but only if such restriction is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct;
- d. Involuntary reduction or revocation of clinical privileges;
- e. Application of a mandatory concurring consultation requirement, or an increase in the stringency of a pre-existing mandatory concurring consultation requirement, when such requirement only applies to an individual Medical Staff member and is imposed for more than fourteen (14) calendar days; or
- f. Suspension of staff appointment or clinical privileges, but only if such suspension is for more than fourteen (14) calendar days and is not caused by the member's failure to complete medical records or any other reason unrelated to clinical competence or professional conduct.

#### 4.2 Hearings Will Not Be Triggered by the Following Actions

- a. Issuance of a letter of guidance, warning, or reprimand;
- b. Imposition of a requirement for proctoring (i.e., observation of the practitioner's performance by a peer in order to provide information to a Medical Staff peer review committee) with no restriction on privileges;
- c. Failure to process a request for a privilege when the applicant/member does not meet the eligibility criteria to hold that privilege;
- d. Conducting an investigation into any matter or the appointment of an ad hoc investigation committee;
- e. Requirement to appear for a special meeting under the provisions of these Bylaws;
- f. Automatic relinquishment or voluntary resignation of appointment or privileges;
- g. Imposition of a summary suspension that does not exceed fourteen (14) calendar days;
- h. Denial of a request for leave of absence, or for an extension of a leave;
- i. Determination that an application is incomplete or untimely;
- j. Determination that an application will not be processed due to misstatement or omission;
- k. Decision not to expedite an application;
- 1. Denial, termination, or limitation of temporary privileges unless for demonstrated incompetence or unprofessional conduct;

- m. Determination that an applicant for membership does not meet the requisite qualifications/criteria for membership;
- Ineligibility to request membership or privileges or continue privileges because a relevant specialty is closed under a Medical Staff development plan or covered under an exclusive provider agreement;
- o. Imposition of supervision, with no restriction on clinical privileges, pending completion of an investigation to determine whether corrective action is warranted;
- p. Termination of any contract with or employment by hospital;
- q. Proctoring, monitoring, and any other performance monitoring requirements, with no restriction on clinical privileges, imposed in order to fulfill any <del>Joint Commission</del> standards on focused professional practice evaluation <u>required by an applicable CMS approved</u> <u>accrediting organization</u>;
- r. Any recommendation voluntarily accepted by the practitioner;
- s. Expiration of membership and privileges as a result of failure to submit an application for reappointment within the allowable time period;
- t. Change in assigned staff category; including, without limitation, the termination of membership in the Honorary Recognition or Refer & Follow category;
- u. Refusal of the Credentials Committee or MEC to consider a request for appointment, reappointment, or privileges within five (5) years of a final adverse decision regarding such request;
- v. Removal or limitations of emergency department call obligations;
- w. Any requirement to complete an educational assessment;
- x. Retrospective chart review;
- y. Any requirement to complete a health and/or psychiatric/psychological assessment required under these Bylaws;
- z. Any action recommended or taken which is not reportable to the state or the National Practitioner Data Bank;
- aa. Grant of conditional appointment or appointment for a limited duration; or
- bb. Appointment or reappointment for duration of less than 24 months.

#### 4.3 Notice of Recommendation of Adverse Action

When a summary suspension lasts more than fourteen (14) calendar days or when a recommendation is made, which, according to this Hearing and Appeal Plan entitles an individual to request a hearing prior to a final decision of the Board, the affected individual shall promptly (but no longer than five (5) calendar days) be given written notice by the Chief of Staff delivered either in person or by certified mail, return receipt requested. This notice shall contain:

- a. A statement of the recommendation made and the general reasons for it (Statement of Reasons);
- b. Notice that the individual shall have thirty (30) calendar days following the date of the receipt of such notice within which to request a hearing on the recommendation;

- c. Notice that the recommendation, if finally adopted by the Board, may result in a report to the state licensing authority (or other applicable state agencies) and the National Practitioner Data Bank:
- d. A summary of the practitioner's rights to be afforded at the hearing, including the practitioner's right to representation by counsel, to have a record made of the proceedings, to call and cross-examine witnesses, to submit a written closing statement, and to receive a written decision by the Hospital; and
- e. The individual shall receive a copy of Part II of these Bylaws outlining procedural rights with regard to the hearing.

#### 4.4 Request for Hearing

A practitioner shall have thirty (30) calendar days following the date of the receipt of such notice within which to request the hearing. The request shall be made in writing to the Chief of Staff or designee. In the event the affected individual does not request a hearing within the time and in the manner required by this policythese Bylaws, the individual shall be deemed to have waived the right to such hearing and to have accepted the recommendation made. Such recommended action shall become effective immediately upon final board action.

## 4.5 Notice of Hearing and Statement of Reasons

Upon receipt of the practitioner's timely request for a hearing, the Chief of Staff shall schedule the hearing and shall give written notice to the person who requested the hearing. The notice shall include:

- a. The time, place, and date of the hearing;
- b. A proposed list of witnesses (as known at that time, but which may be modified) who will give testimony or evidence on behalf of the MEC, (or the Board), at the hearing;
- c. The names of the hearing panel members and presiding officer or hearing officer, if known; and
- d. A statement of the specific reasons for the recommendation as well as the list of patient records and/or information supporting the recommendation. This statement, and the list of supporting patient record numbers and other information, may be amended or added to at any time, even during the hearing so long as the additional material is relevant to the continued appointment or clinical privileges of the individual requesting the hearing, and that the individual and the individual's counsel have sufficient time to study this additional information and rebut it.

The hearing shall begin as soon as feasible, but no sooner than thirty (30) calendar days after the notice of the hearing unless an earlier hearing date has been specifically agreed to in writing by both parties. The date of the commencement of the hearing shall not be more than ninety (90) days from the date of the Notice of Hearing unless otherwise approved by the presiding officer or hearing officer for good cause. However, in no event shall the hearing be postponed or continued for more than one-hundred and twenty (150-120) days following the Notice of Hearing.

## 4.6 Witness List

At least fifteen (15) calendar days before the hearing, each party shall furnish to the other a written list of the names of the witnesses-intended, so far as reasonably known or anticipated, who are expected to be called give testimony on behalf of that party at the hearing. Either party may request that the other party provide either a list of, or copies of, all documents that will be offered as pertinent information or relied upon by witnesses at the Hearing Panel and which are pertinent to the basis for which the disciplinary action was proposed. Under no circumstances shall a practitioner harass, retaliate against, or demand a witness to discuss the subject matter of the hearing outside of the hearing process. The witness list of either party may, in the discretion of the presiding officer, be supplemented or amended at any time during the course of the hearing, provided that notice of the change is given to the other party. The presiding officer shall have the authority to limit the number of witnesses.

#### 5.1 Hearing Panel

- a. When a hearing is requested, a hearing panel of not fewer than three individuals will be appointed. This panel will be appointed by a joint decision of the CEO and the Chief of Staff. No individual appointed to the hearing panel shall have actively participated in the consideration of the matter involved at any previous level. However, mere knowledge of the matter involved shall not preclude any individual from serving as a member of the hearing panel. Employment by, or a contract with, the hospital or an affiliate shall not preclude any individual from serving on the hearing panel. Hearing panel members need not be members of the hospital Medical Staff. When the issue before the panel is a question of clinical competence, all panel members shall be clinical practitioners. Panel members need not be clinicians in the same specialty as the member requesting the hearing.
- b. The hearing panel shall not include any individual who is in direct economic competition with the affected practitioner or any such individual who is professionally associated with or related to the affected practitioner. This restriction on appointment shall include any individual designated as the chair or the presiding officer.
- c. The Chief of Staff or designee shall notify the practitioner requesting the hearing of the names of the panel members and the date by which the practitioner must object, if at all, to appointment of any member(s). Any objection to any member of the hearing panel or to the hearing officer or presiding officer shall be made in writing to the Chief of Staff, who shall determine whether a replacement panel member should be identified. Although the practitioner who is the subject of the hearing may object to a panel member, s/he is not entitled to veto that member's participation. Final authority to appoint panel members will rest with the Chief of Staff.

## 5.2 Hearing Panel Chairperson or Presiding Officer

- 5.2.1 In lieu of a hearing panel chair, the CEO, acting for the Board and after considering the recommendations of the Chief of Staff (or those of the chair of the Board, if the hearing is occasioned by a Board determination) may appoint an attorney at law or other individual experienced in legal proceedings as presiding officer. The presiding officer should have no conflict of interest with either the hospital or the practitioner. Such presiding officer will not act as a prosecuting officer, or as an advocate for either side at the hearing. The presiding officer may participate in the private deliberations of the hearing panel and may serve as a legal advisor to it, but shall not be entitled to vote on its recommendation.
- 5.2.2 If no presiding officer has been appointed, a chair of the hearing panel shall be appointed by the Chief of Staff to serve as the presiding officer and shall be entitled to one vote.
- 5.2.3 The presiding officer (or hearing panel chair) shall do the following:
  - a. Act to insure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence subject to reasonable limits on the number of witnesses and duration of direct and cross examination, applicable to both sides, as may be necessary to avoid cumulative or irrelevant testimony or to prevent abuse of the hearing process;
  - b. Prohibit conduct or presentation of evidence that is cumulative, excessive, irrelevant, or abusive, or that causes undue delay. In general, it is expected that a hearing will last no more than eight (8) hours over two (2) days;

- c. Maintain decorum throughout the hearing;
- d. Determine the order of procedure throughout the hearing;
- e. Have the authority and discretion, in accordance with these Bylaws, to make rulings on all questions that pertain to matters of procedure and to the admissibility of evidence:
- f. Act in such a way that all information reasonably relevant to the continued appointment or clinical privileges of the individual requesting the hearing is considered by the hearing panel in formulating its recommendations;
- g. Conduct argument by counsel on procedural points and may do so outside the presence of the hearing panel; and
- h. Seek legal counsel when s/he feels it is appropriate. Legal counsel to the hospital may advise the presiding officer or panel chair on issues of Nevada law.

## 5.3 Hearing Officer (for non-clinical issues only)

- 5.3.1 As an alternative to the hearing panel described above, the Chief of Staff (or the chair of the Board, if the hearing is occasioned by a Board determination) may instead appoint a hearing officer to perform the functions that would otherwise be carried out by the hearing panel. The hearing officer may be an attorney in non-clinical matters.
- 5.3.2 The hearing officer may not be any individual who is in direct economic competition with the individual requesting the hearing, and shall not act as a prosecuting officer or as an advocate to either side at the hearing. In the event a hearing officer is appointed instead of a hearing panel, all references to the "hearing panel" or "presiding officer" shall be deemed to refer instead to the hearing officer, unless the context would clearly require otherwise.

#### 6.1 Provision of Relevant Information

- 6.1.1 There is no right to formal "discovery" in connection with the hearing. <u>In general, the individual requesting the hearing shall be entitled, upon specific request, to the following:</u>
  - a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and
  - b. Reports of experts relied upon by the MEC.
  - 6.1.1 The presiding officer, hearing panel chair, or hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards, including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing. In general and pursuant to Nevada law, the individual requesting the hearing shall be entitled, upon specific request, to the following, subject to a stipulation signed by both parties, the individual's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:
  - i.a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and
  - j.a. Reports of experts relied upon by the MEC.
- 6.1.2 No The following types of information regarding other practitioners shall <u>not</u> be requested, <u>provided disclosed</u>, or considered <u>and evidence during the course of the Fair Hearing:</u>
  - a. Information regarding practitioners other than the practitioner having requested the Fair Hearing;
  - b. Information identifying individually identifiable practitioners or personnel who have participated in the peer review process, other than the practitioner having requested the Fair Hearing;
  - c. <u>Information</u> unrelated to the reasons for the <u>adverse</u> recommendation <del>or to the individual's made against the practitioner or the practitioner's</del> qualifications for appointment or the relevant clinical privileges.

<u>Furthermore</u>, there shall be <u>excluded</u>, no obligation for the MEC and/or Board to modify or create documents to satisfy a practitioner's request for information.

6.1.3 Prior to the disclosure of any information, the practitioner requesting the hearing, the practitioner's counsel, and any expert retained on his behalf shall be required to execute a stipulation agreeing to maintain the confidential, privileged, or private nature of any medical records, expert reports, exhibits, testimony, or other information disclosed, exchanged, or produced during the course of the Fair Hearing. Any records, documents, information, or testimony disclosed to the practitioner during the course of Fair Hearing shall not be used for any purpose outside of the Fair Hearing. The MEC and/or Board shall not be required to disclose any documents to the practitioner absent a stipulation having been executed in accordance with this Section 6.1.

- 6.1.26.1.4 Prior to the hearing, on dates set by the presiding officer or agreed upon by counsel for both sides, each party shall provide the other party with all proposed exhibits. All objections to documents or witnesses to the extent then reasonably known shall be submitted in writing prior to the hearing. The presiding officer shall not entertain subsequent objections unless the party offering the objection demonstrates good cause.
- 6.1.3 There shall be no contact by the individual who is the subject of the hearing with those individuals appearing on the hospital's witness list concerning the subject matter of the hearing; nor shall there be contact by the hospital with individuals appearing on the affected individual's witness list concerning the subject matter of the hearing, unless specifically agreed upon by that individual or his/her counsel.

## 6.2 Pre-Hearing Conference

The presiding officer may require a representative for the individual and for the MEC (or the Board) to participate in a pre-hearing conference. At the pre-hearing conference, the presiding officer shall resolve all procedural questions, including any objections to exhibits or witnesses, and determine the time to be allotted to each witness's testimony and cross-examination.

## 6.3 Failure to Appear

Failure, without good cause, of the individual requesting the hearing to <u>personally</u> appear and proceed at such a hearing shall be deemed to constitute a waiver of all hearing and appeal rights and a voluntary acceptance of the recommendations or actions pending, which shall then be forwarded to the Board for final action. Good cause for failure to appear will be determined by the presiding officer, chair of the hearing panel, or hearing officer.

## 6.4 Record of Hearing

The hearing panel shall maintain a record of the hearing by a reporter present to make a record of the hearing or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the hearing at that individual's expense. The hearing panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

#### 6.5 Rights of the Practitioner and the Hospital

- 6.5.1 At the hearing both sides shall have the following rights, subject to reasonable limits determined by the presiding officer:
  - a. To call and examine witnesses to the extent available;
  - b. To introduce exhibits:
  - c. To cross-examine any witness on any matter relevant to the issues and to rebut any evidence:
  - d. To have representation by counsel who may be present at the hearing, advise his or her client, and participate in resolving procedural matters. Attorneys may not argue the case for his/her client. Both sides shall notify the other of the name of their counsel at least ten (10) calendar days prior to the date of the hearing;
  - e. To submit a written statement at the close of the hearing.
- 6.5.2 Any individuals requesting a hearing who do not testify in their own behalf may be called and examined as if under cross-examination.

6.5.3 The hearing panel may question the witnesses, call additional witnesses, or request additional documentary evidence.

## 6.6 Admissibility of Evidence

The hearing shall not be conducted according to legal rules of evidence. Hearsay evidence shall not be excluded merely because it may constitute legal hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

#### 6.7 Burden of Proof

It is the burden of the MEC (or Board) to demonstrate that the action recommended is valid and appropriate. It is the burden of the practitioner under review to demonstrate that s/he satisfies, on a continuing basis, all criteria for initial appointment, reappointment, and clinical privileges and fully complies with all Medical Staff and hospital policies.

## 6.8 Post-Hearing Memoranda

Each party shall have the right to submit a post-hearing memorandum, and the hearing panel may request such a memorandum to be filed, following the close of the hearing.

#### 6.9 Official Notice

The presiding officer shall have the discretion to take official notice of any matters, either technical or scientific, relating to the issues under consideration. Participants in the hearing shall be informed of the matters to be officially noticed and such matters shall be noted in the record of the hearing. Either party shall have the opportunity to request that a matter be officially noticed or to refute the noticed matter by evidence or by written or oral presentation of authority. Reasonable additional time shall be granted, if requested by either party, to present written rebuttal of any evidence admitted on official notice.

## **6.10** Postponements and Extensions

Postponements and extensions of time beyond any time limit set forth in this policy may be requested by anyone but shall be permitted only by the presiding officer or the Chief of Staff on a showing of good cause.

#### 6.11 Persons to be Present

The hearing shall be restricted to those individuals involved in the proceeding. Administrative personnel may be present as requested by the Chief of Staff or CEO. <u>Administrative personnel</u> shall not be excluded from attending any portion of the hearing solely by reason of the possibility or expectation that he or she will be a witness for one of the parties. All members of the hearing panel shall be present for all stages of the hearing and deliberations.

#### 6.12 Order of Presentation

The Board or the MEC, depending on whose recommendation prompted the hearing initially, shall first present evidence in support of its recommendation. Thereafter, the burden shall shift to the individual who requested the hearing to present evidence <u>in response</u>.

#### 6.13 Basis of Recommendation

The hearing panel shall recommend in favor of the MEC (or the Board) unless it finds that the individual who requested the hearing has proved, by a preponderance of the evidence, that the recommendation that prompted the hearing was arbitrary, capricious, or not supported by credible evidence.

## 6.14 Adjournment and Conclusion

The presiding officer may adjourn the hearing and reconvene the same at the convenience and with the agreement of the participants. Upon conclusion of the presentation of evidence by the parties and questions by the hearing panel, the hearing shall be closed.

## 6.15 Deliberations and Recommendation of the Hearing Panel

Within twenty (20) calendar days after final adjournment of the hearing, the hearing panel shall conduct its deliberations outside the presence of any other person (except the presiding officer, if one is appointed) and shall render a recommendation, accompanied by a report, signed by all the panel members, which shall contain a concise statement of the reasons for the recommendation.

## 6.16 Disposition of Hearing Panel Report

The hearing panel shall deliver its report and recommendation to the Chief of Staff and MEC who shall forward it, along with all supporting documentation, to the Board for further action. The Chief of Staff shall also send a copy of the report and recommendation, certified mail, return receipt requested, to the individual who requested the hearing.

#### 7.1 Time for Appeal

Within ten (10) calendar days after the hearing panel makes a recommendation, either the practitioner subject to the hearing or the MEC may appeal the recommendation. The request for appellate review shall be in writing, and shall be delivered to the Chief of Staff and CEO or designee, for delivery to the Board, either in person or by certified mail, and shall include a brief statement of the reasonsgrounds for appeal and the specific facts or circumstances which justify further review. If such appellate review is not requested within ten (10) calendar days, both parties shall be deemed to have accepted the recommendation involved, and the hearing panel's report and recommendation shall be forwarded to the Board.

## 7.2 Grounds for Appeal

The grounds for appeal shall be limited to the following:

- a. There was substantial failure to comply with the Medical and Dental Staff Bylaws prior to or during the hearing so as to deny a fair hearing; or
- b. The recommendation of the hearing panel was made arbitrarily, capriciously, or with prejudice; or
- c. The recommendation of the hearing panel was not supported by substantial evidence based upon the hearing record.

#### 7.3 Time, Place, and Notice

Whenever an appeal is requested as set forth in the preceding sections, the chair of the Board shall schedule and arrange for an appellate review as soon as arrangements can be reasonably made, taking into account the schedules of all individuals involved. The affected individual shall be given notice of the time, place, and date of the appellate review. The chair of the Board may extend the time for appellate review for good cause.

## 7.4 Nature of Appellate Review

a. Appeals shall be heard by an Appellate Review Panel. The chair of the Board shall appoint a review panel an Appellate Review Panel composed of at least three (3) members of the Board to consider the information upon which the recommendation before. In its sole discretion, the Board was made., as a whole, may elect to sit as the Appellate Review Panel. Members of this review panel Appellate Review Panel may not be direct competitors of the practitioner under review and should not have participated in any formal investigation leading to the recommendation for corrective action that is under consideration.

- b. The review panel Appellate Review Panel may, but is not required to, accept additional oral or written evidence subject to the same procedural constraints in effect for the hearing panel or hearing officer. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. If additional oral evidence or oral argument is conducted, the review panel Appellate Review Panel shall maintain a record of any oral arguments or statements by a reporter present to make a record of the review or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the review at that individual's expense. The review panel Appellate Review Panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.
- c. Each party shall have the right to present a written statement in support of its position on appeal. In its sole discretion, the review panel Appellate Review Panel may allow each party or its representative to appear personally and make a time-limited thirty-minute (30) oral argument. The review panel of the Board does not elect to serve as the Appellate Review Panel, the Appellate Review Panel shall recommend final action to the Board.
- d. The When the Board may is not serving as the Appellate Review Panel, the Board shall affirm, modify, or reverse the recommendation of the review panel Appellate Review Panel or, in its discretion, refer the matter for further review and recommendation, or make its own. If the Board is serving as the Appellate Review Panel, the Board shall render a final decision based upon the Board's legal responsibility in writing within thirty (30) days of hearing the appeal.

## 7.5 Final Decision of the Hospital Board

Within thirty (30) calendar days after receiving the review panel's Appellate Review Panel's recommendation, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested. If the Board elects to serve as the Appellate Review Panel, the Board shall render a final decision in writing, including specific reasons for its action, and shall deliver copies thereof to the affected individual and to the chairs of the Credentials Committee and MEC, in person or by certified mail, return receipt requested.

## 7.6 Right to One Appeal Only

No applicant or Medical Staff practitioner with privileges shall be entitled as a matter of right to more than one (1) hearing or appellate review on any single matter, which may be the subject of an appeal. In the event that the Board ultimately determines to deny Medical Staff appointment or reappointment to an applicant, or to revoke or terminate the Medical Staff appointment and/or clinical privileges of a current member or a physician or dentist with privileges without membership, that individual may not apply within five (5) years for Medical Staff appointment or for those clinical privileges at this hospital unless the Board advises otherwise.

## 7.7 Actions Prior to Initiating Legal Action

Practitioners shall exhaust all the administrative remedies afforded by these by laws prior to initiating legal action against the hospital or its agents.

#### 7.8 Conflict with Law or Regulation

In the event of a conflict between this fair hearing plan and State or Federal law, the Medical Staff will abide by the law.

**University Medical Center of Southern Nevada** 

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Part III: Credentials Procedures Manual

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MEDICAL AND DENTAL STAFF BYLAWS Part III: Credentials Procedures Manual

#### 1.1 Composition

Membership of the Medical Staff Credentials Committee shall consist of at least seven (7) members of the Active Medical Staff who are experienced leaders that are not currently Department Chiefs. The members should represent the major specialties of the Medical Staff. The Chief of Staff will appoint the Chair and other members. Members will be appointed for three (3) year terms with the initial terms staggered such that approximately one third of the members will be appointed each year. The Credentials Chair shall have at least three (3) years' experience on the Credentials Committee and will be appointed for a three (3) year term. The Credentials Chair and members may be reappointed for additional terms without limit. The Director of the Office of Military Medicine is a non-voting member of the Credentials Committee. Any member, including the Chair, may be relieved of his/her committee membership by a two-thirds (2/3) vote of the MEC. The Credentials Committee may also invite members such as representatives from hospital administration and the Board.

#### 1.2 Meetings

The Medical Staff Credentials Committee shall meet at least ten (10) times per year and on the call of the Credentials Chair or Chief of Staff.

## 1.3 Responsibilities

- 1.3.1 To review and recommend action on all applications and reapplications for membership on the Medical Staff including assignments of Medical Staff category;
- 1.3.2 To review and recommend action on all requests regarding privileges from eligible practitioners;
- 1.3.3 To recommend eligibility criteria for the granting of Medical Staff membership and privileges;
- 1.3.4 To develop, recommend, and consistently implement policy and procedures for all credentialing and privileging activities;
- 1.3.5 To review, and where appropriate take action on, reports that are referred to it from other Medical Staff committees, Medical Staff or hospital leaders;
- 1.3.6 To perform such other functions as requested by the MEC.

## 1.4 Confidentiality

This committee shall function as a peer review committee consistent with federal and state law. All members of the committee shall, consistent with the Medical Staff and hospital confidentiality policies, keep in strict confidence all papers, reports, and information obtained by virtue of membership on the committee.

1.4.1 The credentials file is the property of the hospital and will be maintained with strictest confidence and security. The files will be maintained by the designated agent of the hospital in locked file cabinets or in secure electronic format. Medical staff and administrative leaders may access credential files for appropriate peer review and institutional reasons. Files may be shown to accreditation and licensure agency representatives with permission of the Chief of Staff or designee or as otherwise authorized by the hospital's legal counsel.

MEDICAL AND DENTAL STAFF BYLAWS Part III: Credentials Procedures Manual

1.4.2 Individual practitioners may review their credentials file under the following circumstances:

Only upon written request approved by the Chief of Staff, CEO, Credentials Chair-or CMO. Review of such files will be conducted in the presence of the Medical Staff service professional, Medical Staff leader, or a designee of administration. Confidential letters of reference may not be reviewed by practitioners and will be sequestered in a separate file and removed from the formal credentials file prior to review by a practitioner. Nothing may be removed from or copied from the file other than material supplied by the practitioner or directly addressed to the practitioner. The practitioner may make notes for inclusion in the file. A written or electronic record will be made and placed in the file confirming the dates and circumstances of the review.

MEDICAL AND DENTAL STAFF BYLAWS Part III: Credentials Procedures Manual

- 2.1 No practitioner shall be entitled to membership on the Medical Staff or to privileges merely by virtue of licensure, membership in any professional organization, or privileges at any other healthcare organization.
- 2.2 The following qualifications must be met and continuously maintained by all applicants for Medical Staff appointment, reappointment, or clinical privileges:
  - 2.2.1 Demonstrate that s/he has successfully graduated from an approved school of medicine, osteopathy, dentistry, podiatry, clinical psychology, or applicable recognized course of training in a clinical profession eligible to hold privileges;
  - 2.2.2 Have a current <u>unrestricted</u> state or federal license as a practitioner, applicable to his or her profession, and providing permission to practice within the state of Nevada;
  - 2.2.3 Have a record that is free from current Medicare/Medicaid sanctions and not be on the OIG List of Excluded Individuals/Entities:
  - 2.2.4 Have a record that shows the applicant has never been convicted of, or entered a plea of guilty or no contest to, any felony relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence or abuse (physical, sexual, child or elder) in any jurisdiction;
  - 2.2.5 A physician applicant, MD, or DO, must have successfully completed an allopathic or osteopathic residency program, approved by the Accreditation Council for Graduate Medical Education (ACGME), Royal College of Physicians and Surgeons of Canada (RCPSC) or the American Osteopathic Association (AOA) and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;
  - 2.2.6 Dentists must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation;
  - 2.2.7 Oral and maxillofacial surgeons must have graduated from an American Dental Association approved school of dentistry accredited by the Commission of Dental Accreditation and successfully completed an American Dental Association approved residency program and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;
  - 2.2.8 A podiatric physician, DPM, must have successfully completed a two-year (2) residency program in surgical, orthopedic, or podiatric medicine approved by the Council on Podiatric Medical Education of the American Podiatric Medical Association (APMA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;
  - 2.2.9 A psychologist must have an earned a doctorate degree, (PhD or PsyD, in psychology) from an educational institution accredited by the American Psychological Association and have completed at least two (2) years of clinical experience in an organized healthcare setting, supervised by a licensed psychologist, one (1) year of which must have been post doctorate, and have completed an internship endorsed by the American Psychological Association (APA), and satisfy all eligibility criteria and applicable standards set forth in the Delineation of Privileges form of his or her Department;

- 2.2.10 Possess a current <u>unrestricted</u> and valid drug enforcement administration (DEA) <u>with the following schedules 2, 2N, 3, 3N, 4 and 5</u> and Nevada Pharmacy Certificate of Registration number, if applicable;
- 2.2.11 Have appropriate written and verbal communication skills;
- 2.2.12 Have appropriate personal qualifications, including applicant's consistent observance of ethical and professional standards in accordance with the ethical principles as defined by the professional organizations of their professions. These standards include, at a minimum:
  - a. Abstinence from any participation in fee splitting or other illegal payment, receipt, or remuneration with respect to referral or patient service opportunities; and
  - b. A history of consistently acting in a professional, appropriate, and collegial manner with others in previous clinical and professional settings.
- 2.2.13 Demonstrate his/her background, experience, training, current competence, knowledge, judgment, and ability to perform all privileges requested;
- 2.2.14 Upon request provide evidence of both physical and mental health that does not impair the fulfillment of his/her responsibilities of Medical Staff membership and/or the specific privileges requested by and granted to the applicant;
- 2.2.15 Any practitioner granted privileges or Medical Staff appointment must demonstrate the capability to provide continuous and timely care to the satisfaction of the MEC and Board;
- 2.2.16 Demonstrate recent clinical performance within the last twenty-four (24) months with an active clinical practice in the area in which clinical privileges are sought adequate to meet current clinical competence criteria;
- 2.2.17 The applicant is requesting privileges for a service the Board has determined appropriate for performance at the hospital. There must also be a need for this service under any Board approved Medical Staff development plan;
- 2.2.18 Provide evidence of professional liability insurance appropriate to all privileges requested and of a type and in an amount established by the Board after consultation with the MEC.

#### 2.3 Exceptions

- 2.3.1 In accordance with NRS 449.2455, 635.015, 630.047, 630A.090, 632.316, and 633.171, those applicants for Medical Staff appointment, reappointment, or clinical privileges serving in the Armed Forces and exempt from the requirements of a Nevada medical license and Nevada Pharmacy Certificate shall be exempt from such requirements instilled by these Bylaws.
- 2.3.2 The Board may create additional exceptions but only after consultation with the MEC and if there is documented evidence that a practitioner demonstrates an equivalent competence in the areas of the requested privileges.

# 3.1 Completion of Application

3.1.1 All requests for applications for appointment to the Medical Staff and requests for clinical privileges will be forwarded to the Medical Staff office. Upon receipt of the request, the Medical Staff office will provide the applicant an application package, which will include a complete set or overview of the Medical and Dental Staff Bylaws or reference to an electronic source for this information. This package will enumerate the eligibility requirements for Medical Staff membership and/or privileges and a list of expectations of performance for individuals granted Medical Staff membership or privileges (if such expectations have been adopted by the Medical Staff).

A completed application includes, at a minimum:

- a. A completed, signed, dated application form;
- b. A completed privilege delineation form if requesting privileges;
- Copies of all requested documents and information necessary to confirm the
  applicant meets criteria for membership and/or privileges and to establish current
  competency;
- d. All applicable fees;
- e. A current picture ID card issued by a state or federal agency (e.g. driver's license or passport);
- f. A passport sized photo;
- g. Receipt of all references; references shall come from peers knowledgeable about the applicant's experience, ability, and current competence to perform the privileges being requested;
- h. ECFMG, if applicable;
- i. Curriculum vitae (CV);
- j. NPI number;
- k. k. Verification of current, active professional liability coverage with limits of at least \$1001,000/\$300,000/\$3,000,000 and verification of last 10claims history. If there are no claims, suits, settlements or judgments, seek verification for the past five (5) years of professional liability coverage;
- Lk. If there are claims, suites, settlements or judgment, seek verification for the past ten (10) years. Verification of TB testing within 12 months of the application acceptance for all practitioners excluding Telemedicine (For a positive TB test, the following are required: Completion of a Signs/Symptoms Screening Form and a CXR);
- m.l. Verification of influenza vaccination within the past year or a formal declination of influenza vaccination in accordance with hospital policy unless the practitioner is solely requesting telemedicine privileges (All practitioners with patient contact who decline the influenza vaccine will be required to wear a surgical mask during the influenza season when in a patient care areas or when within six (6) feet of any patients);

- Name of covering provider, who must be a member of the UMC Medical Staff that currently maintains like privileges and practices within the same specialty, for when the practitioner is unavailable unless the practitioner is solely requesting Refer and Follow <a href="mailto:privilegescategory">privilegescategory</a> (In rare circumstances when there is only one practitioner in a specific specialty, the Department Chief may waive this requirement and recommend coverage by another qualified practitioner with appropriate training, skillset and privileges);
- o.n. Signed conflict of interest statement;
- p.o. Written acknowledgement of an agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), UMC's Privacy and Security Practices and UMC's Corporate Compliance Handbook;
- q-p. For UMC employed physicians, a completed and approved UMC Certificate of Insurance and Statement of Indemnification from the Risk Management Department (this provision only applies if the physician is solely employed by UMC and has no outside practice);
- F.g. Relevant practitioner-specific data as compared to aggregate data, when available;
- s. Morbidity and mortality data, when available;
- t.r. Nevada State Collaborative Agreement, when applicable;
- **u.s.** Completed Permit List signed by Supervising /Collaborating Physician, when applicable; and
- <u>v.t.</u> Unless otherwise exempted from this specific requirement by the MEC, evidence of an office and residence within Clark County, Nevada. This requirement will not apply to licensed practitioners who solely request Telemedicine privileges.

An application shall be deemed incomplete if any of the above items are missing or if the need arises for new, additional, or clarifying information in the course of reviewing an application. An incomplete application will not be processed and the applicant will not be entitled to a fair hearing. Anytime in the credentialing process it becomes apparent that an applicant does not meet all eligibility criteria for membership or privileges, the credentialing process will be terminated, no further action will be taken and the applicant will not be entitled to a fair hearing.

3.1.2 The burden is on the applicant to provide all required information. It is the applicant's responsibility to ensure that the Medical Staff office receives all required supporting documents verifying information on the application and to provide sufficient evidence, as required in the sole discretion of the hospital, that the applicant meets the requirements for Medical Staff membership and/or the privileges requested. If information is missing from the application, or new, additional, or clarifying information is required, a letter requesting such information will be sent to the applicant. The Medical Staff office shall not be required to send more than one letter to the practitioner requesting additional or clarifying information. If the requested information is not returned to the Medical Staff office within forty-five (45) calendar days of the receipt of the request letter, the application will be deemed to have been voluntarily withdrawn.

- 3.1.3 Upon receipt of a completed application the Chief of Staff, CMO, Credentials Chair or their designees, in collaboration with the Medical Staff office, will determine if the requirements of sections 2.2 and 2.3 are met. In the event the requirements of sections 2.2 and 2.3 are not met, the potential applicant will be notified that s/he is ineligible to apply for membership or privileges on the Medical Staff, the application will not be processed and the applicant will not be eligible for a fair hearing. If the requirements of sections 2.2 and 2.3 are met, the application will be accepted for further processing.
- 3.1.4 Individuals seeking appointment shall have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, character, ethics, and other qualifications, and of resolving any doubts.
- 3.1.5 Upon receipt of a completed application, the Medical Staff office will verify current licensure, education, relevant training, and current competence from the primary source whenever feasible. When it is not possible to obtain information from the primary source, reliable secondary sources may be used if there has been a documented attempt to contact the primary source. These sources may include American Medical Association (AMA) Physician Master File, American Board of Medical Specialties (ABMS), American Educational Commission for Foreign Medical Graduates (ECFMG), American Osteopathic Information Association (AOIA) Physician Database, Federation of State Medical Boards (FSMB), and American Academy of Physician Assistants (AAPA) Profile. In addition, the Medical Staff office will collect relevant additional information which may include:
  - w.a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments, (if any) during the past ten (10) years;.; If there are no claims, suits, settlements or judgments, seek verification for the past five (5) years. If there are claims, suits, settlements or judgment, seek verification for the past ten (10) years;
  - x.b. Verification of the applicant's past <u>applicable</u> clinical work experience for at least the past ten (10 five (5) years;
  - y.c. Licensure status in all current or past states of licensure at the time of initial granting of membership or privileges; in addition, the Medical Staff office will primary source verify licensure at the time of renewal or revision of clinical privileges, whenever a new privilege is requested, and at the time of license expiration;
  - z.d. Information from the AMA or AOA Physician Profile;
  - aa.e. OIG list of Excluded Individuals/Entities;
  - bb.f. Information from the National Commission on Certification of Physician Assistants, when applicable;
  - ee.g. Information from professional training programs including residency and fellowship programs;
  - dd.h. Information from the National Practitioner Data Bank (NPDB); in addition the NPDB will be queried at the time of renewal of privileges and whenever a new privilege(s) is requested;
  - ee.i. Other information about adverse credentialing and privileging decisions;

- ff.j. Three peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges in the last two years;
- gg.k. Information from a criminal background check, as applicable;
- hh.l. Information from any other sources relevant to the qualifications of the applicant to serve on the Medical Staff and/or hold privileges; and.
- ii. Morbidity and mortality data and relevant practitioner specific data as compared to aggregate data, when available.

Note: In the event there is undue delay in obtaining required information, the Medical Staff office will request assistance from the applicant. During this time period, the "time periods for processing" the application will be appropriately modified. Failure of an applicant to adequately respond to a request for assistance after forty-five (45) calendar days will be deemed a withdrawal of the application.

3.1.6 When the items identified in Section 3.1 above have been obtained, the file will be considered verified and complete and eligible for evaluation.

### 3.2 Applicant's Attestation, Authorization, and Acknowledgement

The applicant must complete and sign the application form. By signing this application the applicant:

- 3.2.1 Attests to the accuracy and completeness of all information on the application or accompanying documents and agrees that any substantive inaccuracy, omission, or misrepresentation, whether intentional or not, may be grounds for termination of the application process without the right to a fair hearing or appeal. If the inaccuracy, omission, or misstatement is discovered after an individual has been granted appointment and/or clinical privileges, the individual's appointment and privileges may lapse effective immediately upon notification of the individual without the right to a fair hearing or appeal.
- 3.2.2 Consents to appear for any requested interviews in regard to his/her application.
- 3.2.3 Authorizes the hospital and Medical Staff representatives to consult with prior and current associates and others who may have information bearing on his/her professional competence, character, ability to perform the privileges requested, ethical qualifications, ability to work cooperatively with others, and other qualifications for membership and the clinical privileges requested.
- 3.2.4 Consents to hospital and Medical Staff representatives' inspection of all records and documents that may be material to an evaluation of:
  - a. Professional qualifications and competence to carry out the clinical privileges requested;
  - b. Physical and mental/emotional health status to the extent relevant to safely perform requested privileges;
  - c. Professional and ethical qualifications;
  - d. Professional liability actions including currently pending claims involving the applicant; and

- e. Any other issue relevant to establishing the applicant's suitability for membership and/or privileges.
- 3.2.5 Releases from liability and promises not to sue, all individuals and organizations who provide information to the hospital or the Medical Staff, including otherwise privileged or confidential information to the hospital representatives concerning his/her background; experience; competence; professional ethics; character; physical and mental health to the extent relevant to the capacity to fulfill requested privileges; emotional stability; utilization practice patterns; and other qualifications for staff appointment and clinical privileges.
- 3.2.6 Authorizes the hospital Medical Staff and administrative representatives to release any and all credentialing and peer review information to other hospitals, licensing boards, appropriate government bodies and other health care entities or to engage in any valid discussion relating to the past and present evaluation of the applicant's training, experience, character, conduct, judgment, or other matters relevant to the determination of the applicant's overall qualifications upon appropriately signed release of information document(s). Acknowledges and consents to agree to an absolute and unconditional release of liability and waiver of any and all claims, lawsuits, or challenges against any Medical Staff or hospital representative regarding the release of any requested information and further, that all such representatives shall have the full benefit of this release and absolute waiver as well as any legal protections afforded under the law.
- 3.2.7 Acknowledges that the applicant has had access to the Medical and Dental Staff Bylaws, including all rules, regulations, policies and procedures of the Medical Staff, and agrees to abide by their provisions.
  - Notwithstanding section 3.2.5 through 3.2.7, if an individual institutes legal action and does not prevail, s/he shall reimburse the hospital and any member of the Medical Staff named in the action for all costs incurred in defending such legal action, including reasonable attorney(s) fees.
- 3.2.8 Agrees to provide accurate answers to all questions and information items contained within the application for clinical privileges and medical staff membership, and agrees to notify the Medical Staff Office in writing immediately, and in no case later than 30 days, should any of the information regarding such items change during processing of this application or the period of the applicant's Medical Staff membership or privileges. If the applicant answers any of the questions or information items contained within the application affirmatively and/or provides information identifying a problem with any of the questions or information items, the applicant will be required to submit a written explanation of the circumstances involved.

# 3.3 Refer and Follow Category – Process Requirements

Physicians applying for Refer and Follow category must submit the following items for processing:

- a. Complete abbreviated application and facility specific documents
- b. Current unrestricted Nevada medical license
- Evidence of continuous malpractice insurance coverage, minimum of one (1) million
   dollars per occurrence, three (3) million dollars in the aggregate with no shared limits of
   liability or in an amount that may be determined from time by action of the Board
- d. Evidence of current vaccinations or formal declination in accordance with hospital policy

- e. One (1) character reference (must be a physician) within knowledge of your abilities within the past two (2) years
- f. Applicable fees

# 3.4 Medical Officers of the Armed Forces of the United States - Military Rotator Category - Process Requirements

<u>Practitioners applying for Military Rotator category must submit the following items for processing:</u>

- a. Complete abbreviated application and facility specific documents
- b. Current unrestricted US State license
- c. Current Federal DEA, Pharmacy license as applicable
- d. Current Life-support certifications as applicable
- e. Evidence of current TORT malpractice insurance coverage
- f. Military transfer brief
- g. Evidence of current vaccination or formal declination in accordance with hospital policy
- h. One (1) professional reference (must be a physician with knowledge of your abilities within the past two (2) years.
- i. Applicable fees

# 3.33.5 Application Evaluation

- 3.3.13.5.1 Credentialing Process: An expedited review and approval process may be used for initial appointment or for reappointment. All initial applications for membership and/or privileges will be designated Category 1 or Category 2 as follows;
  - **Category 1:** A completed application that does not raise concerns as identified in the criteria for Category 2. Applicants in Category 1 will be granted Medical Staff membership and/or privileges after review and action by the following: Department Chief, Credentials Chair acting on behalf of the Credentials Committee, the MEC and a Board committee consisting of at least two individuals.
  - Category 2: If one or more of the following criteria are identified in the course of reviewing a completed and verified application, the application will be treated as Category 2. Applications in Category 2 must be reviewed and acted on by the Department Chief, Credentials Committee, MEC, and the Board. The Credentials Committee may request that an appropriate subject matter expert assess selected applications. At all stages in this review process, the burden is upon the applicant to provide evidence that s/he meets the criteria for membership on the Medical Staff and for the granting of requested privileges. Criteria for Category 2 applications include but are not necessarily limited to the following:
    - a. The final recommendation of the MEC is adverse or with limitation;
  - b. The applicant is found to have experienced an involuntary termination of Medical Staff membership or involuntary limitation, reduction, denial, or loss of clinical privileges at another organization or has a current challenge or a previously successful challenge to licensure or registration;
  - c. Applicant is, or has been, under investigation by a state medical board or has prior disciplinary actions or legal sanctions;

- d. Applicant has had an unusual pattern of malpractice cases or excessive number of professional liability actions resulting in a judgment against the applicant filed within the past five (5) years;
- e. Applicant changed medical schools or residency programs due to adverse or corrective action or has unusual gaps in training or practice;
- f. Applicant has one or more reference responses that raise concerns or questions;
- g. Discrepancy is found between information received from the applicant and references or verified information;
- h. Applicant has an adverse National Practitioner Data Bank report related to behavior, licensure, and/or clinical privileges;
- The request for privileges are not reasonable based upon applicant's experience, training, and demonstrated current competence, and/or is not in compliance with applicable criteria;
- j. Applicant has been removed from a managed care panel for reasons of professional conduct or quality;
- k. Applicant has potentially relevant physical, mental, and/or emotional health problems;
- 1. Other reasons as determined by a Medical Staff leader or other representative of the hospital which raise questions about the qualifications, competency, professionalism, or appropriateness of the applicant for membership or privileges.

# 3.3.23.5.2 Applicant Interview

- a. All applicants for appointment to the Medical Staff and/or the granting of clinical privileges may be required to participate in an interview at the discretion of the Department Chief, Credentials Committee, MEC, or Board. The interview may take place in person or by telephone at the discretion of the hospital or its agents. The applicant shall not be permitted to be accompanied or represented by counsel in any such interview. The interview may be used to solicit information required to complete the credentials file or clarify information previously provided, e.g., clinical knowledge and judgment, professional behavior, malpractice history, reasons for leaving past healthcare organizations, or other matters bearing on the applicant's ability to render care at the generally recognized level for the community. The interview may also be used to communicate Medical Staff performance expectations.
- b. Procedure: The applicant will be notified if an interview is requested. Failure of the applicant to appear for a scheduled interview will be deemed a withdrawal of the application.

### 3.3.33.5.3 Department Chief Action

- a. All completed applications are presented to the Department Chief for review, and recommendation. The Department Chief reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Department Chief, in consultation with the Medical Staff professional, determines whether the application is forwarded as a Category 1 or Category 2. The Department Chief may obtain input if necessary from an appropriate subject matter expert. If a Department Chief believes a conflict of interest exists that might preclude his/her ability to make an unbiased recommendation s/he will notify the Vice-Chief of the Department who will then be responsible for reviewing the application. Should both the Department Chief and Vice-Chief have an existing conflict of interest, the Department Chief will notify the Credentials Chair and forward the application without comment.
- b. The Department Chief forwards to the Medical Staff Credentials Committee the following:
  - i. A recommendation as to whether the application should be acted on as Category 1 or Category 2;
  - ii. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and
  - iii. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.
  - iv. Comments to support these recommendations.

#### 3.3.43.5.4 Medical Staff Credentials Committee Action

If the application is designated Category 1, it is presented to the Credentials Chair, or designee, for review and recommendation. The Credentials Chair reviews the application to ensure that it fulfills the established standards for membership and/or clinical privileges. The Credentials Chair has the opportunity to determine whether the application is forwarded as a Category 1 or may change the designation to a Category 2. If forwarded as a Category 1, the Credentials Chair acts on behalf of the Medical Staff Credentials Committee and the application is presented to the MEC for review and recommendation. If designated Category 2, the Medical Staff Credentials Committee reviews the application and forwards the following to the MEC:

- a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;
- A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and
- c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.
- d. Comments to support these recommendations.

# 3.3.53.5.5 MEC Action

If the application is designated Category 1, it is presented to the MEC which may meet in accordance with quorum requirements established for expedited credentialing. The Chief of Staff has the opportunity to determine whether the application is forwarded as a Category 1, or may change the designation to a Category 2. The application is reviewed to ensure that it fulfills the established standards for membership and/or clinical privileges. The MEC forwards the following to the Board:

- a. A recommendation as to whether the application should be acted on as Category 1 or Category 2;
- b. A recommendation to approve the applicant's request for membership and/or privileges; to approve membership but modify the requested privileges; or deny membership and/or privileges; and
- c. A recommendation to define those circumstances which require monitoring and evaluation of clinical performance after initial grant of clinical privileges.
- d. Comments to support these recommendations.

Whenever the MEC makes an adverse recommendation, a special notice, containing the requirements outlined in Section 4.3 of Part II of these Bylaws, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

#### 3.3.63.5.6 Board Action:

- a. If the application is designated by the MEC as Category 1 it is presented to the Board or an appropriate subcommittee of at least two (2) members where the application is reviewed to ensure that it fulfills the established standards for membership and clinical privileges. If the Board or subcommittee agrees with the recommendations of the MEC, the application is approved and the requested membership and/or privileges are granted for a period not to exceed twenty-four (24) months. If a subcommittee takes the action, it is reported to the entire Board at its next scheduled meeting. If the Board or subcommittee disagrees with the recommendation, then the procedure for processing Category 2 applications will be followed.
- b. If the application is designated as a Category 2, the Board reviews the application and votes for one of the following actions:
  - i. The Board may adopt or reject in whole or in part a recommendation of the MEC or refer the recommendation to the MEC for further consideration stating the reasons for such referral back and setting a time limit within which a subsequent recommendation must be made. If the Board concurs with the applicant's request for membership and/or privileges it will grant the appropriate membership and/or privileges for a period not to exceed twenty-four (24) months;
  - ii. If the board's action is adverse to the applicant, a special notice, stating the reason, will be sent to the applicant who shall then be entitled to the procedural rights provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan); or
  - iii. The Board shall take final action in the matter as provided in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan).

- 3.3.73.5.7 **Notice of final decision:** Notice of the Board's final decision shall be given, through the Chief of Staff to the MEC and to the Chair of each Department concerned. The applicant shall receive written notice of appointment and special notice of any adverse final decisions in a timely manner. A decision and notice of appointment includes the staff category to which the applicant is appointed, the Department to which s/he is assigned, the clinical privileges s/he may exercise, the timeframe of the appointment, and any special conditions attached to the appointment.
- 3.3.83.5.8 **Time periods for processing:** All individual and groups acting on a complete application for staff appointment and/or clinical privileges must do so in a timely and good faith manner, and, except for good cause, each application will be processed within 180 (one-hundred eighty) calendar days from the receipt of a completed application.

These time periods are deemed guidelines and do not create any right to have an application processed within these precise periods. If the provisions of Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) are activated, the time requirements provided therein govern the continued processing of the application.

#### 4.1 Criteria for Reappointment

4.1.1 It is the policy of the hospital to approve for reappointment and/or renewal of privileges only those practitioners who meet the criteria for initial appointment as identified in section 2. The MEC must also determine that the practitioner provides effective care that is consistent with the hospital standards regarding ongoing quality and the hospital performance improvement program. The practitioner must provide the information enumerated in Section 4.2 below. All reappointments and renewals of clinical privileges are for a period not to exceed twenty-four (24) months. The granting of new clinical privileges to existing Medical Staff members or other practitioners with privileges will follow the steps described in Section 3 above concerning the initial granting of new clinical privileges and Section 6.1 below concerning focused professional practice evaluation. The Chief of Staff, or Vice-Chief of Staff, shall substitute for the Department Chief in the evaluation of current competency of the Department Chief, and recommend appropriate action to the Credentials Committee.

#### 4.2 Information Collection and Verification

- 4.2.1 **From appointee:** On or before four (4) months prior to the date of expiration of a Medical Staff appointment or grant of privileges, a representative from the Medical Staff office notifies the practitioner of the date of expiration and supplies him/her with an application for reappointment for membership and/or privileges. At least sixty (60) calendar days prior to this date the practitioner must return the following to the Medical Staff office:
  - a. A completed reapplication form, which includes complete information to update his/her file on items listed in his/her original application, any required new, additional, or clarifying information, and any required fees or dues; and
  - b. Information concerning continuing training and education internal and external to the hospital during the preceding period; and.
  - e. By signing the reapplication form the appointee agrees to the same terms as identified in Section 3.2 above. <u>Failure to provide a complete reappointment application at least sixty (60) calendar days prior to the expiration of the current membership and/or privileges may result in voluntary resignation at the expiration of the current approval cycle.</u>
- 4.2.2 From internal and/or external sources: The Medical Staff office collects and verifies information regarding each practitioner's professional and collegial activities to include those items and practitioner responses contained within the practitioner's application.
- 4.2.3 The following information is also collected and verified:
  - a. A summary of clinical activity at this hospital for each practitioner due for reappointment;
  - Performance and conduct in this hospital and other healthcare organizations in
    which the practitioner has provided substantial clinical care since the last
    reappointment, including patient care, medical/clinical knowledge, practice-based
    learning and improvement, interpersonal and communication skills, professionalism,
    and system-based practice;
  - c. Documentation of any required hours of continuing medical education activity;

- d. Service on Medical Staff, Department, and hospital committees;
- e. Timely and accurate completion of medical records;
- f. Compliance with all applicable Bylaws, policies, rules, regulations, and procedures of the hospital and Medical Staff;
- g. Any gaps in employment, affiliation or practice since the previous appointment or reappointment;
- h. Any information and explanation for resignation or removal from staff at a hospital or other health care organization;
- i. Verification of current <u>unrestricted</u> licensure, DEA certificate and Nevada Pharmacy license:
- j. National Practitioner Data Bank query and information from the OIG List of Excluded Individuals/Entities;
- k. When sufficient practitioner-specific data is not available to evaluate competency, one or more peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges;
- 1. Malpractice history for the past two (2) years, which is primary source verified by the Medical Staff office with the practitioner's malpractice carrier(s); and
- m. Other reasonable indicators of continuing competency or qualifications.
- 4.2.4 Failure, without good cause, to provide any requested information in the timeframe necessary to complete processing and obtain approval prior to the expiration of appointment will result in automatic expiration of appointment when the appointment period is concluded. Once the information is received, the Medical Staff office verifies this additional information and notifies the practitioner of any additional information that may be needed to resolve any doubts about performance or material in the credentials file.

#### 4.3 Evaluation of Application for Reappointment of Membership and/or Privileges

- 4.3.1 Expedited review reappointment applications will be categorized as described in Section 3.3.1 above.
- 4.3.2 The reappointment application will be reviewed and acted upon as described in Sections 3.3.3 through 3.3.8 above. For the purpose of reappointment an "adverse recommendation" by the Board as used in section 3 means a recommendation or action to deny reappointment, or to deny or restrict requested clinical privileges or any action that would entitle the applicant to a Fair Hearing under Part II of the Medical and Dental Staff Bylaws. The terms "applicant" and "appointment" as used in these sections shall be read respectively, as "staff appointee" and "reappointment."

# 4.4 Special Conditions for Advanced Practice Professionals

- 4.4.1 In addition to the items outlined in Section 4.2 above, the following information is collected and verified at the time of reappointment for Advanced Practice Professionals:
  - a. APP Evaluation completed by the APP's Supervising/Collaborating Physician or Department Chief;

- b. At least one (1) peer reference chosen from the practitioners who have observed the applicant's clinical and professional performance who can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform privileges in the last two years;
- c. As applicable, Nevada State Supervision Agreement (Physician Assistant);
- d. As applicable, Certified Registered Nurse Anesthetists Statement of Sponsor;
- e. As applicable, current certification from the National Commission on Certification of Physician Assistants;

#### 5.1 Exercise of Privileges

A practitioner providing clinical services at the hospital may exercise only those privileges granted to him/her by the Board or emergency or disaster privileges as described herein. Privileges may be granted by the Board, upon recommendation of the MEC, to practitioners having a license or other authorized credential authorizing the provision healthcare services, but who are not otherwise eligible for UMC Medical and Dental Staff Membership.

#### 5.2 Practitioners Eligible to Apply For Privileges Without Membership

The following categories of practitioners are eligible to apply for clinical privileges but do not otherwise qualify for membership to the UMC Medical and Dental Staff:

- a. Advanced Practice Professionals (APPs) subject to hospital or regulatory physician supervision requirements, including, without limitation, Physician Assistants-Certified (PA-Cs) and Certified Registered Nurse Anesthetists (CRNAs);
- b. Physicians serving short locum tenens positions;
- c. Telemedicine physicians;
- d. House staff such as residents moonlighting in the hospital;
- e. Clinical psychologists;

f.e. ;-or

g.f. Other practitioners having been deemed appropriate by the MEC and Board.

#### 5.3 Requests

When applicable, each application for appointment or reappointment to the Medical Staff or for privileges must contain a request for the specific clinical privileges the applicant desires. Specific requests must also be submitted for temporary privileges and for modifications of privileges in the interim between reappointments and/or granting of privileges.

#### 5.4 Basis for Privileges Determination

- 5.4.1 Requests for clinical privileges will be considered only when accompanied by evidence of education, training, experience, and demonstrated current competence as specified by the hospital in its Board approved criteria for clinical privileges.
- 5.4.2 Privileges for which no criteria have been established:

In the event a request for a privilege is submitted for a new technology, a procedure new to the hospital, an existing procedure used in a significantly different manner, or involving a cross-specialty privilege for which no criteria have been established, the request will be tabled for a reasonable period of time, usually not to exceed sixty (60) calendar days. During this time the MEC will:

- a. Review the community, patient, and hospital need for the privilege and reach agreement with management and the Board that the privilege is approved to be exercised at the hospital;
- b. Review with members of the Credentials Committee the efficacy and clinical viability of the requested privilege and confirm that this privilege is approved for use in the setting-specific area of the hospital by appropriate regulatory agencies (FDA, OSHA, etc.);

- c. Meet with management to ensure that the new privilege is consistent with the hospital's mission, values, strategic, operating, capital, information, and staffing plans; and
- d. Work with management to ensure that any/all exclusive contract issues, if applicable are resolved in such a way to allow the new or cross-specialty privileges in question to be provided without violating the existing contract. Upon recommendation from the Credentials Committee and appropriate Department or subject matter experts (as determined by the Credentials Committee), the MEC will formulate the necessary criteria and recommend these to the Board. Once objective criteria have been established, the original request will be processed as described herein:
  - For the development of criteria, the Medical Staff service professional (or designee) will compile information relevant to the privileges requested which may include, but need not be limited to, position and opinion papers from specialty organizations, white papers as available, position and opinion statements from interested individuals or groups, and documentation from other hospitals in the region as appropriate;
  - ii. Criteria to be established for the privilege(s) in question include education, training, board status, certification (if applicable), experience, and evidence of current competence. Proctoring requirements will be addressed including who may serve as proctor and how many proctored cases will be required. Hospital related issues such as exclusive contracts, equipment, clinical support staff and management will be referred to the appropriate hospital administrator and/or department director; and
  - iii. If the privileges requested overlap two or more specialty disciplines, an ad hoc committee will be appointed by the Credentials Chair to recommend criteria for the privilege(s) in question. This committee will consist of at least one, but not more than two, members from each involved discipline. The chair of the ad hoc committee will be a member of the Credentials Committee who has no vested interest in the issue.
- 5.4.3 Requests for clinical privileges will be consistently evaluated on the basis of prior and continuing education, training, experience, utilization practice patterns, current ability to perform the privileges requested, and demonstrated current competence, ability, and judgment. Additional factors that may be used in determining privileges are patient care needs and the hospital's capability to support the type of privileges being requested and the availability of qualified coverage in the applicant's absence. The basis for privileges determination to be made in connection with periodic reappointment or a requested change in privileges must include documented clinical performance and results of the practitioner's performance improvement program activities. Privileges determinations will also be based on pertinent information from other sources, such as peers and/or faculty from other institutions and health care settings where the practitioner exercises clinical privileges.
- 5.4.4 The procedure by which requests for clinical privileges are processed are as outlined in Section 3 above.

#### 5.5 Special Conditions for Dental Privileges

Requests for clinical privileges for dentists are processed in the same manner as all other privilege requests. Privileges for surgical procedures performed by dentists and/or oral and maxillofacial surgeons will require that all dental patients receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff with privileges to perform such an evaluation, which will be recorded in the medical record.

#### 5.6 Special Conditions for Podiatric Privileges

Requests for clinical privileges for podiatrists are processed in the same manner as all other privilege requests. All podiatric patients will receive a basic medical evaluation (history and physical) by a physician member of the Medical Staff that will be recorded in the medical record.

# 5.7 Special Conditions for Privileges of Advanced Practice Registered Nurse

Advanced Practice Registered Nurses shall include nurse practitioners, certified nurse-midwives, and clinical nurse specialists (CNS) having a license to practice as an advanced practice registered nurse under Chapter 632 of the Nevada Revised Statutes. Requests for clinical privileges for advanced practice registered nurses are processed in the same manner as all other privilege requests. Privileges for advanced practice registered nurses shall be limited to only perform acts authorized pursuant to NRS 632.237, within the scope of practice of the advanced practice registered nurse, and authorized under the Delineation of Privileges of the applicable clinical service department.

# 5.8 Special Conditions for Privileges of Medical Officers of the Armed Forces of the United States Providing Medical Care Within the Hospital

Pursuant to NRS 449.2455, the Hospital may enter into an agreement with the Armed Forces of the United States to authorize a medical officer to provide medical care at the Hospital as part of a training or educational program to further the employment of the medical officer. Except as otherwise specified in Part III, Section 2.3.1 of these Bylaws, requests for clinical privileges for medical officers of the Armed Forces of the United States to provide medical services within the hospital will be processed in the same manner as all other privilege requests. All requests for clinical privileges for medical officers of the Armed Forces of the United States shall be coordinated through the Office of Military Medicine at the Hospital and such practitioners shall solely exercise privileges pursuant to an authorized agreement under NRS 449.2455 and any other applicable laws and regulations.

## 5.9 Special Conditions for Practitioners Eligible for Privileges without Membership

5.9.1 Requests for privileges from such individuals are processed in the same manner as requests for clinical privileges by providers eligible for Medical Staff membership, with the exception that such individuals are not eligible for membership on the Medical Staff and do not have the rights and privileges of such membership. Only those categories of practitioners approved by the Board for providing services at the hospital are eligible to apply for privileges.

5.9.2 Advance Practice Professionals (APPs) in this category may, subject to any licensure requirements or other limitations, exercise independent judgment only within the areas of their professional competence and participate directly in the medical management of patients under the collaboration or supervision of a physician who has been accorded privileges to provide such care. The privileges of these APPs shall terminate immediately, without right to due process, in the event that the employment of the APP with the hospital is terminated for any reason or if the employment contract or sponsorship of the APP with a physician member of the Medical Staff organization is terminated for any reason.

#### 5.10 Special Conditions for Residents or Fellows in Training

- 5.10.1 Residents or fellows in training in the hospital shall not normally hold membership on the Medical Staff and shall not normally be granted specific clinical privileges. Rather, they shall be permitted to function clinically only in accordance with the written training protocols developed by the professional graduate education committee in conjunction with the residency training program. The protocols must delineate the roles, responsibilities, and patient care activities of residents and fellows including which types of residents may write patient care orders, under what circumstances why they may do so, and what entries a supervising physician must countersign. The protocol must also describe the mechanisms through which resident directors and supervisors make decisions about a resident's progressive involvement and independence in delivering patient care and how these decisions will be communicated to appropriate Medical Staff and hospital leaders.
- 5.10.2 The post-graduate education program director or committee must communicate periodically with the MEC and the Board about the performance of its residents, patient safety issues, and quality of patient care and must work with the MEC to assure that all supervising physicians possess clinical privileges commensurate with their supervising activities.

## **5.11** Telemedicine Privileges

Requests for telemedicine privileges at the hospital that includes patient care, treatment, and services will be processed through one of the following mechanisms:

- e.a. The hospital fully privileges and credentials the practitioner; or
- f. The hospital privileges practitioners using credentialing information from the distant site if the distant site is a <u>Joint Commission</u> appropriately accredited hospital or telemedicine entity.

## 5.12 Temporary Privileges

The CEO, or designee, acting on behalf of the Board and based on the recommendation of the Chief of Staff or designee, may grant temporary privileges. Temporary privileges may be granted only in two (2) circumstances: 1) to fulfill an important patient care, treatment, or service need, or 2) when an initial applicant with a complete application that raises no concerns is awaiting review and approval of the MEC and the Board.

5.12.1 Important Patient Care, Treatment, or Service Need: Temporary privileges may be granted on a case by case basis when an important patient care, treatment, or service need exists that mandates an immediate authorization to practice, for a limited period of time, not to exceed 120 calendar days. When granting such privileges, the organized Medical Staff verifies current licensure and current competence, and obtains the following documentation:

- a. Unrestricted license to practice in Nevada;
- b. Unrestricted federal DEA registration, as appropriate to specialty;
- c. Unrestricted Nevada Board of Pharmacy registration, as appropriate to specialty;
- d. Proof of professional liability insurance coverage in a certificate form and in amounts satisfactory to the hospital;
- e. Proof of good-standing from primary practicing facility;
- f. Report from the National Practitioner Data Bank;
- g. Proof of Board Certification or eligibility in the practitioner's specialty
- 5.12.2 Clean Application Awaiting Approval: Temporary privileges may be granted for up to one hundred and twenty (120) calendar days when the new applicant for Medical Staff membership and/or privileges is waiting for review and recommendation by the MEC and approval by the Board. Additionally, the application must meet the criteria for Category 1, expedited credentialing consideration as noted in section 3 of this manual.
- 5.12.3 Special requirements of consultation and reporting may be imposed as part of the granting of temporary privileges. Except in unusual circumstances, temporary privileges will not be granted unless the practitioner has agreed in writing to abide by the Bylaws, rules, and regulations and policies of the Medical Staff and hospital in all matters relating to his/her temporary privileges. Whether or not such written agreement is obtained, these Bylaws, rules, regulations, and policies control all matters relating to the exercise of clinical privileges.
- 5.12.4 Termination of temporary privileges: The CEO, acting on behalf of the Board and after consultation with the Chief of Staff, may terminate any or all of the practitioner's privileges based upon the discovery of any information or the occurrence of any event of a nature which raises questions about a practitioner's privileges. When a patient's life or wellbeing is endangered, any person entitled to impose summary suspension under the Medical and Dental Staff Bylaws may affect the termination. In the event of any such termination, the practitioner's patients then will be assigned to another practitioner by the Chief of Staff or his/her designee. The wishes of the patient shall be considered, when feasible, in choosing a substitute practitioner.
- 5.12.5 Rights of the practitioner with temporary privileges: A practitioner is not entitled to the procedural rights afforded in Part II of these Bylaws (Investigation, Corrective Action, Hearing and Appeal Plan) because his/her request for temporary privileges is refused or because all or any part of his/her temporary privileges are terminated or suspended unless the decision is based on clinical incompetence or unprofessional conduct.
- 5.12.6 Emergency Privileges: In the case of a medical emergency, any practitioner is authorized to do everything possible to save the patient's life or to save the patient from serious harm, to the degree permitted by the practitioner's license, regardless of Department affiliation, staff category, or level of privileges. A practitioner exercising emergency privileges is obligated to summon all consultative assistance deemed necessary and to arrange appropriate follow-up.

#### 5.12.7 Disaster Privileges:

- a. If the institution's Disaster Plan has been activated and the organization is unable to meet immediate patient needs, the CEO and other individuals as identified in the institution's Disaster Plan with similar authority, may, on a case by case basis consistent with medical licensing and other relevant state statutes, grant disaster privileges to selected licensed practitioners. These practitioners must present a valid government-issued photo identification issued by a state or federal agency (e.g., driver's license or passport) and at least one of the following:
  - i. A current picture hospital ID card that clearly identifies professional designation;
  - ii. A current license to practice;
  - iii. Primary source verification of the license;
  - iv. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT), or Medical Reserve Corps (MRC), Emergency System for Advance Registration of Volunteer Health Professionals (ESAR-VHP), or other recognized state or federal organizations or groups;
  - v. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity); or
  - vi. Identification by a current hospital or Medical Staff member (s) who possesses personal knowledge regarding the volunteer's ability to act as a licensed practitioner during a disaster.
- b. The Medical Staff has a mechanism (i.e., badging) to readily identify volunteer practitioners who have been granted disaster privileges.
- c. The Medical Staff oversees the professional performance of volunteer practitioners who have been granted disaster privileges by direct observation, mentoring, or clinical record review. The organization makes a decision (based on information obtained regarding the professional practice of the volunteer) within 72 hours whether disaster recovery privileges should be continued.
- d. Primary source verification of licensure begins as soon as the immediate situation is under control, and is completed within 72 hours from the time the volunteer practitioner presents to the organization. If primary source verification cannot be completed in 72 hours, there is documentation of the following: 1) why primary source verification could not be performed in 72 hours; 2) evidence of a demonstrated ability to continue to provide adequate care, treatment, and services; and 3) an attempt to rectify the situation as soon as possible.
- e. Once the immediate situation has passed and such determination has been made consistent with the institution's Disaster Plan, the practitioner's disaster privileges will terminate immediately.
- f. Any individual identified in the institution's Disaster Plan with the authority to grant disaster privileges shall also have the authority to terminate disaster privileges. Such authority may be exercised in the sole discretion of the hospital and will not give rise to a right to a fair hearing or an appeal.

#### **6.1** Focused Professional Practice Evaluation (FPPE)

Practitioners shall undergo a period of FPPE for all initial and additional requests for privileges and/or as needed to address clinical quality of care concerns. The Credentials Committee, after receiving a recommendation from the Department Chief, will define the circumstances that require monitoring and evaluation of the clinical performance of each practitioner following his or her initial grant of clinical privileges at the hospital. Such monitoring may utilize prospective, concurrent, or retrospective proctoring, including but not limited to: chart review, the tracking of performance monitors/indicators, external peer review, simulations, morbidity and mortality reviews, and discussion with other healthcare individuals involved in the care of each patient. The Credentials Committee will also establish the duration for such FPPE and triggers that indicate the need for performance monitoring.

#### **6.2** Ongoing Professional Practice Evaluation (OPPE)

The Medical Staff will also engage in OPPE to identify professional practice trends that affect quality of care and patient safety. Information from this evaluation process will be factored into the decision to maintain existing privileges, to revise existing privileges, or to revoke an existing privilege prior to or at the time of reappointment. OPPE shall be undertaken as part of the Medical Staff's evaluation, measurement, and improvement of practitioner's current clinical competency. In addition, each practitioner may be subject to FPPE when issues affecting the provision of safe, high quality patient care are identified through the OPPE process. Decisions to assign a period of performance monitoring or evaluation to further assess current competence must be based on the evaluation of an individual's current clinical competence, practice behavior, and ability to perform a specific privilege.

# Section 7. Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies

## 7.1 Reapplication after adverse credentials decision

Except as otherwise determined by the MEC or Board, a practitioner who has received a final adverse decision or who has resigned or withdrawn an application for appointment or reappointment or clinical privileges while under investigation or to avoid an investigation is not eligible to reapply to the Medical Staff or for clinical privileges for a period of five (5) years from the date of the notice of the final adverse decision or the effective date of the resignation or application withdrawal. Any such application is processed in accordance with the procedures then in force. As part of the reapplication, the practitioner must submit such additional information as the Medical Staff and/or Board requires demonstrating that the basis of the earlier adverse action no longer exists. If such information is not provided, the reapplication will be considered incomplete and voluntarily withdrawn and will not be processed any further.

## 7.2 Request for modification of appointment status or privileges

A practitioner, either in connection with reappointment or at any other time, may request modification of staff category, Department assignment, or clinical privileges by submitting a written request to the Medical Staff office. A modification request must be on the prescribed form and must contain all pertinent information supportive of the request. All requests for additional clinical privileges must be accompanied by information demonstrating additional education, training, and current clinical competence in the specific privileges requested. A modification application is processed in the same manner as a reappointment, which is outlined in Section 5 of this manual. A practitioner who determines that s/he no longer exercises, or wishes to restrict or limit the exercise of, particular privileges that s/he has been granted shall send written notice, through the Medical Staff office, to the Credentials Committee, and MEC. A copy of this notice shall be included in the practitioner's credentials file.

# 7.3 Resignation of staff appointment or privileges

A practitioner who wishes to resign his/her staff appointment and/or clinical privileges must provide written notice to the appropriate Department Chief of Staff. The resignation shall specify the reason for the resignation and the effective date. A practitioner who resigns his/her staff appointment and/or clinical privileges is obligated to fully and accurately complete all portions of all medical records for which s/he is responsible prior to the effective date of resignation. Failure to do so shall result in an entry in the practitioner's credentials file acknowledging the resignation and indicating that it became effective under unfavorable circumstances.

#### 7.4 Exhaustion of administrative remedies

Every practitioner agrees that s/he will exhaust all the administrative remedies afforded in the various sections of this manual, the Governance and the Investigation, Corrective Action, Hearing and Appeal Plan before initiating legal action against the hospital or its agents.

#### 7.5 Reporting requirements

The Chief of Staff shall be responsible for assuring that the hospital satisfies its obligations under State law and the Health Care Quality Improvement Act of 1986 and its successor statutes. Whenever a practitioner's privileges are limited, revoked, or in any way constrained, the hospital must, in accordance with State and Federal laws or regulations, report those constraints to the appropriate State and Federal authorities, registries, and/or data bases, such as the NPDB. Actions that must be reported include, but are not limited to, any negative professional review action against a physician or dentist related to clinical incompetence or misconduct that leads to a denial of appointment and/or reappointment; reduction in clinical privileges for greater than thirty (30) calendar days; resignation, surrender of privileges, or acceptance of privilege reduction either during an investigation or to avoid an investigation.

# 7.6 Reporting of Adverse Action

The hospital shall report actions taken against a practitioner to the appropriate regulatory agencies in accordance with all applicable state and federal laws, including, without limitation:

- a. Any adverse action taken by the MEC and based upon the practitioner's professional competence or conduct that adversely affects the clinical privileges of the practitioner for more than 30 days shall be reported to the National Practitioner's Data Bank;
- b. Any surrender of a practitioner's clinical privileges while under investigation for possible professional incompetence or improper professional conduct, or any surrender of privileges in return for not conducting an investigation or taking an otherwise reportable action shall be reported to the National Practitioner's Data Bank.
- c. Any change in the practitioner's privileges while the practitioner is under investigation and the outcome of any disciplinary action taken against the practitioner concerning patient care or practitioner competency shall be reported to the Board of Medical Examiners within thirty (30) days.
- d. Any change in privileges of the practitioner based on an investigation of the practitioner's mental, medical or psychological competency, or upon suspected substance abuse shall be reported to the Board of Medical Examiners within five (5) days.

#### 8.1 Leave Request

A leave of absence must be requested for any absence from the Medical Staff and/or patient care responsibilities longer than sixty (60) days, except for instances of maternity or paternity leave, and whether such absence is related to the individual's physical or mental health or to the ability to care for patients safely and competently. A practitioner who wishes to obtain a voluntary leave of absence must provide written notice to the Chief of Staff stating the reasons for the leave and approximate period of time of the leave, which may not exceed one year except for military service or express permission by the Board. Requests for leave must be forwarded with a recommendation from the MEC and affirmed by the Board. While on leave of absence, the practitioner may not exercise clinical privileges or prerogatives and must maintain all appropriate licenses and certification during the period of the leave. If the practitioner's current grant of membership and /or privileges is due to expire during the leave of absence, the Practitioner must apply for reappointment, or his/her appointment and/or clinical privileges shall lapse at the end of the appointment period. In the event that a practitioner has not demonstrated good cause for a leave, or where a request for extension is not granted, the determination shall be final, with no recourse to a hearing and appeal.

#### 8.2 Termination of Leave

At least thirty (30) calendar days prior to the termination of the leave, or at any earlier time, the practitioner may request reinstatement by sending a written notice to the Chief of Staff. The practitioner must submit a written summary of relevant activities during the leave if the MEC or Board so requests. A practitioner returning from a leave of absence for health reasons must provide a report from his/her physician that answers any questions that the MEC or Board may have as part of considering the request for reinstatement. The MEC makes a recommendation to the Board concerning reinstatement, and the applicable procedures concerning the granting of privileges are followed.

#### **8.3** Failure to Request Reinstatement

Failure, without good cause, to request reinstatement on or before thirty (30) days of the leave of absence end date shall be deemed a voluntary resignation from the Medical Staff and shall result in automatic termination of membership, privileges, and prerogatives. A member whose membership is automatically terminated shall not be entitled to the procedural rights provided in Part II of these Bylaws unless the leave of absence was done during the time the practitioner was undergoing an investigation. A request for Medical Staff membership subsequently received from a member so terminated shall be submitted and processed in the manner specified for applications for initial appointments.

### Section 9. Practitioners Providing Contracted Services

#### 9.1 Exclusivity Policy

Whenever hospital policy specifies that certain hospital facilities or services may be provided on an exclusive basis in accordance with contracts or letters of agreement between the hospital and qualified practitioners, then other practitioners must, except in an emergency or life threatening situation, adhere to the exclusivity policy in arranging for or providing care. Application for initial appointment or for clinical privileges related to the hospital facilities or services covered by exclusive agreements will not be accepted or processed unless submitted in accordance with the existing contract or agreement with the hospital. Practitioners who have previously been granted privileges, which then become covered by an exclusive contract, will not be able to exercise those privileges unless they become a party to the contract.

# 9.2 Qualifications

A practitioner who is or will be providing specified professional services pursuant to a contract or a letter of agreement with the hospital must meet the same qualifications, must be processed in the same manner, and must fulfill all the obligations of his/her appointment category as any other applicant or staff appointee.

## 9.3 Disciplinary Action

The terms of the Medical and Dental Staff Bylaws will govern disciplinary action taken by or recommended by the MEC.

#### 9.4 Effect of Contract or Employment Expiration or Termination

The effect of expiration or other termination of a contract upon a practitioner's staff appointment and clinical privileges will be governed solely by the terms of the practitioner's contract with the hospital. If the contract or the employment agreement is silent on the matter, then contract expiration or other termination alone will not affect the practitioner's staff appointment status or clinical privileges.

#### Section 10. Medical Administrative Officers

- 10.1 A medical administrative officer is a practitioner engaged by the hospital either full or part time in an administratively responsible capacity. They shall not have clinical privileges, hold office, or be eligible to vote.
- 10.2 Notwithstanding the preceding, if desired, each medical administrative officer may achieve and maintain Medical Staff appointment and clinical privileges appropriate to his/her training and discharge staff obligations appropriate to his/her staff category in the same manner applicable to all other staff members.
- 10.3 Effect of removal from office or adverse change in appointment status or clinical privileges:
  - 10.3.1 Where a contract exists between the officer and the hospital, its terms govern the effect of removal from the medical administrative office on the officer's staff appointment and privileges and the effect an adverse change in the officer's staff appointment or clinical privileges has on his remaining in office.
  - 10.3.2 In the absence of a contract or where the contract is silent on the matter, removal from office has no effect on appointment status or clinical privileges. The effect of an adverse change in appointment status or clinical privileges on continuance in office will be as determined by the Board.
  - 10.3.3 A medical administrative officer has the same procedural rights as all other staff members in the event of an adverse change in appointment status or clinical privileges unless the change is, by contract a consequence of removal from office.

University Medical Center of Southern Nevada	
MEDICAL AND DENTAL STAFF RULES AND REGULATIONS	i

<u>University Medical Center of Southern Nevada</u> <u>Medical and Dental Staff Rules and Regulations</u>

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MED	ICAL AND DENTAL STAFF RULES AND REGULATIONS
	Part I. Medical and Dental Staff Rules & Regulations

# PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

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#### **Section 1. Introduction**

These Rules and Regulations are adopted by the Medical Executive Committee, and approved by the Board of Clark County Commissioners sitting as the Board of Trustees or its delegated authority, to further define the general policies contained in the Medical and Dental Staff Bylaws, and to govern the discharge of professional services within the Hospital. These Rules and Regulations are binding on all Medical Staff appointees and other individuals exercising clinical privileges. Hospital policies concerning the delivery of health care may not conflict with these Rules and Regulations, and these Rules and Regulations shall prevail in any area of conflict. These Rules and Regulations of the Medical Staff may be adopted, amended, or repealed only by the mechanism provided in the Medical and Dental Staff Bylaws. This article supersedes and replaces any and all other Medical and Dental Staff Rules and Regulations pertaining to the subject matter thereof.

The specific responsibilities of each individual Practitioner are to render specific professional services at the level of quality and efficiency equal to, or greater than, that generally recognized and accepted among Practitioners of the same profession, in a manner consistent with licensure, education and expertise, and in an economically efficient manner, taking into account patient needs, available Hospital facilities and resources, adherence to the Code of Ethics as prescribed by his/her profession, and Case Management/utilization standards in effect in the Hospital.

#### 2.1 ADMISSIONS

#### 2.1.1 General

The hospital accepts short-term patients for care and treatment provided suitable facilities are available.

- a. **Admitting Privileges**: A patient may be admitted to the hospital only by a practitioner on the Medical Staff with admitting privileges. Emergency physicians <u>or their designee</u> may write <u>admitting</u> orders <u>for disposition</u> but cannot be the admitting physician of record. Podiatric surgeons and Dentists who do not have full History and Physical privileges will be required to co-admit.
- b. **Admitting Diagnosis**: Except in an emergency, no patient will be admitted to the hospital until a provisional diagnosis or valid reason for admission has been entered in the medical record. In the case of emergency, such statement will be recorded as soon as possible.
- c. Admission Procedure: Admissions must be scheduled with the Hospital's Patient Access Services/Admitting Department. A bed will be assigned based upon the medical condition of the patient and the availability of hospital staff and services. Except in an emergency, the admitting practitioner or his designee shall contact the Hospital's Patient Access Services/Admitting Department to ascertain whether there is an available bed.
- d. **Admission to Pediatrics**. All individuals under the age of eighteen (18) must be admitted as a pediatric patient.

# 2.1.2 Admission Priority

Patient Access Services/Admitting personnel will admit patients on the basis of the following order of priorities:

- a. **Emergency Admission**: Emergency admissions are the most seriously ill patients. The condition of this patient is one of immediate and extreme risk. This patient requires immediate attention and is likely to expire without stabilization and treatment. The emergency admission patient will be admitted immediately to the first appropriate bed available.
- b. Urgent Admissions: Urgent admission patients meet the criteria for inpatient admission, however their condition is not life threatening. Urgent admission patients will be admitted as soon as an appropriate bed is available. Urgent admissions include admissions for observation as determined by Center for Medicare/Medicaid Services (CMS) criteria.
- c. Elective Admissions: Elective admission patients meet the medical necessity criteria for hospitalization but there is no element of urgency for his/her health's sake. These patients may be admitted on a first-come, first-serve basis. A waiting list will be kept and each patient will be admitted as soon as a bed becomes available.

# 2.1.3 Assignment to Appropriate Service Areas

Every effort will be made to assign patients to areas appropriate to their needs. Patients requiring emergency or critical care will be routed to the Emergency Department for stabilization and transfer to the appropriate treatment area. Patients in active labor will be admitted directly to the Family Birthing Center/Labor and Delivery area per hospital policy after determination that the patient is stable. All patients under the age of eighteen (18) shall be assigned to pediatric services.

#### 2.2 UNASSIGNED EMERGENCY PATIENTS

The Emergency Medical Treatment and Active Labor Act (EMTALA) requires that for all patients who present to the Emergency Department, the Hospital must provide for an appropriate medical screening examination within the capability of the hospital's emergency department, including ancillary services routinely available to the emergency department, to determine whether or not an emergency medical condition exists. The Medical Screening Examination must be performed by a Qualified Medical Provider which is a Physician, Advanced Practice Registered Nurse, Physician Assistant, or a Labor and Delivery Nurse with Neonatal Resuscitation training. Pregnant patients, greater than twenty (20) weeks gestation, with a primary obstetrical complaint can have their medical screening exam done in the Family Birthing Center/Labor and Delivery area.

# 2.2.1 **Definition of Unassigned Patient**

Patients who present to the Emergency Department and require admission and/or treatment shall have a practitioner assigned by the Emergency Department physician if one or more of the following criteria are met:

- a. the patient does not have a primary care practitioner or does not indicate a preference;
- b. the patient's primary care practitioner does not have admitting privileges; or
- c. the patient's injuries or condition fall outside the scope of the patient's primary care practitioner.

# 2.2.2 Unassigned Call Service

- a. Unassigned Call Schedule: The Hospital is required to maintain a list of physicians who are on call for duty after the initial examination to provide treatment necessary to stabilize an individual with an emergency medical condition. Each Medical Staff Department Chief, or his/her designee, shall provide the Emergency Department and the Medical Staff Services Office with a list of physicians who are scheduled to take emergency call on a rotating basis. Practitioners shall comply with all obligations, duties, and responsibilities required by Hospital policy, or applicable Hospital-practitioner contract, which relate to the maintenance of the unassigned call schedule.
- b. **Response Time**: It is the responsibility of the on-call physician, or designee, to respond in an appropriate time frame. The on-call physician, or designee, shall respond to calls from the Emergency Department within ten (10) minutes by telephone unless an earlier timeframe is stipulated by contract or other policy, and must arrive at the Hospital, if requested to see the patient, to evaluate the patient within thirty (30) minutes for emergent patients or within a time frame specified by the Emergency Department physician for non-emergent patients. If there is a difference of opinion on how quickly the on-call physician must respond, the emergency department practitioner (who has seen the patient) will determine the response time of the on-call physician. If the on-call

physician does not respond to being called or paged, the physician's Department Chief will be contacted. Failure to respond in a timely manner may result in the initiation of disciplinary action.

c. **Substitute Coverage**: It is the On-Call physician's responsibility to arrange for coverage and officially update the schedule if he/she is unavailable to take call when assigned. If an On-Call Physician has an emergent case at another hospital or UMC they must provide the name of an alternate practitioner with equivalent privileges, to provide on-call coverage. Failure to notify the Medical Staff Department of alternate call coverage may result in the initiation of disciplinary action. It is the On Call physician's responsibility to provide a one (1) time and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

#### 2.2.3 Patients Not Requiring Admission

In cases where the Emergency Department consults with the unassigned call physician and no admission is deemed necessary, the Emergency Department physician shall implement the appropriate care/treatment and discharge the patient with arrangements made for appropriate follow-up care. It is the unassigned call physician's responsibility to provide at least one (1) timely and appropriate follow-up evaluation for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

# 2.2.4 Unassigned Patients Returning to the Hospital

Unassigned patients who present to the Emergency Department will be referred to the practitioner taking unassigned call that day unless a patient-physician relationship has been developed and the patient is no longer considered "unassigned."

## 2.2.5 Guidelines for Unassigned Call

Unassigned call will be performed in accordance with the "On Call Physician Policy".

### 2.2.6 Use of the Unassigned Call Roster

The unassigned call roster may be used as default consultation coverage when a practitioner cannot obtain consultation on his/her patient on a voluntary basis. The responsible on-call practitioner will be the practitioner who is on call when the consultation request is placed.

#### 2.2.7 Failure to Meet Unassigned Call Obligations

All failures to meet unassigned call responsibilities shall be reported to the Department Chief and the Chief of Staff. Recurrent failure to meet call obligations may result in corrective action per the Medical and Dental Staff Bylaws.

#### 2.3 TRANSFERS

#### 2.3.1 Transfers from Other Acute Care Facilities

Transfers from other acute care facilities shall comply with NRS Chapter 439B and EMTALA guidelines and must meet the following criteria:

- a. The patient must be medically stable for transfer;
- b. The patient's condition must meet medical necessity criteria;

- c. The patient must require, and this Hospital must be able to provide, a higher level of care or a specific inpatient service not available at the transferring facility OR it is requested by the patient or patient's family; and
- d. Responsibility for the patient must be accepted by an emergency physician, within EMTALA guidelines.

# 2.3.2 Transfers Within the Hospital

Patients may be transferred from one patient care unit to another in accordance with the priority established by the Hospital. All practitioners actively providing care to the patient will be notified of all transfers per the methods noted in hospital policy.

# 2.3.3 Transfers to Another Hospital

Patients who are transferred to another hospital must follow the Hospital policy on patient transfers to ensure compliance with NRS Chapter 439B and EMTALA.

# 2.4 PATIENTS WHO ARE A DANGER TO THEMSELVES AND OTHERS

The admitting practitioner, or designee, is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others.

The admitting practitioner is responsible for providing the Hospital with necessary information to assure the protection of the patient from self-harm and to assure the protection of others. Practitioners who have patients who are a danger to themselves and/or others should follow the hospital "Suicide Precautions" policy.

# 2.5 PROMPT ASSESSMENT

All new admissions must be personally assessed by the attending physician or his/her designated covering practitioner within twelve (12six (6)) hours and have a history and physical examination completed and on the record within twenty-four (24) hours. Patients admitted to intermediate care units must be seen within four (4) hours. Patients admitted to critical care units must be seen within two (2) hours. Unstable patients must be seen as soon as possible in a time period dictated by the acuity of their illness.

#### 2.6 DISCHARGE ORDERS AND INSTRUCTIONS

Patients will be discharged or transferred only upon the authenticated order of the attending physician or his or her privileged designee who shall provide, or assist Hospital personnel in providing, written discharge instructions in a form that can be understood by all individuals and organizations responsible for the patient's care. These instructions should include, if appropriate:

- a. A list of all medications the patient is to take post-discharge;
- b. Dietary instructions and modifications;
- c. Medical equipment and supplies;
- d. Instructions for pain management;
- e. Any restrictions or modification of activity;
- f. Follow up appointments and continuing care instructions;
- g. Referrals to rehabilitation, physical therapy, and home health services; and

h. Recommended lifestyle changes, such as smoking cessation.

# 2.7 DISCHARGE AGAINST MEDICAL ADVICE

Should a patient leave the hospital against the advice of the attending physician, or without a discharge order, Hospital policy shall be followed. The attending physician shall be notified that the patient has left against medical advice.

#### 2.8 DISCHARGE PLANNING

Discharge planning is a formalized process through which follow-up care is planned and carried out for each patient. Discharge planning is undertaken to ensure that a patient remains in the hospital only for as long as medically necessary. All practitioners are expected to participate in the discharge planning activities established by the Hospital and approved by the Medical Executive Committee.

# 3.1 GENERAL REQUIREMENTS

The medical record provides data and information to facilitate patient care, serves as a financial and legal record, aids in clinical research, supports decision analysis, and guides professional and organizational performance improvement. The medical record must contain information to justify admission or medical treatment, to support the diagnosis, to validate and document the course and results of treatment, and to facilitate continuity of care. Only authorized individuals may have access to and make entries into the medical record. The attending physician is responsible for the preparation of the physician components to ensure a complete and legible medical record for each patient. At a minimum, the completed medical record must contain the following:

- a. Evidence of patient history and physical examination completed in accordance with Hospital policy.
- b. Patient diagnosis at the time of admission.
- c. The results of all consultative evaluations of the patient and the appropriate findings by clinical and other staff involved in caring for the patient.
- d. Documentation of any complications suffered by the patient, infections acquired by the patient while in the hospital and unfavorable reactions by the patient to drugs and anesthesia administered to the patient.
- e. Properly executed informed consent for all procedures and treatments specified by the Medical Staff, or federal or state law, as requiring written patient consent.
- f. All orders of practitioners, nursing notes, reports of treatment, records of medication, radiology and laboratory reports, vital signs and other information necessary to monitor the condition of the patient.
- g. A discharge summary that includes a description of the outcome of the hospitalization, disposition of the case and the provisions for follow-up care that have been provided to the patient.
- h. The final diagnosis of the patient.

In order to practice medicine, all healthcare practitioners who exercise privileges in the facility are required to utilize the electronic health record (EHR) in order to meet regulatory requirements and provide efficiencies in delivering healthcare to the community. All healthcare practitioners will undergo appropriate EHR training, and comply with security guidelines, per the Hospital's policy on use of the EHR. Practitioners who fail to utilize the EHR system, or who otherwise fail to comply with Hospital policy on the use of EHR, shall be subject to corrective action.

# 3.2 AUTHENTICATION

All clinical entries in the patient's medical record will be accurately dated, timed, and authenticated (signed) with the practitioner's legible signature or by approved electronic means.

# 3.3 CLARITY, LEGIBILITY, AND COMPLETENESS

All healthcare practitioners who exercise privileges at UMC are required to utilize the electronic healthcare record. Use of other modes of documentation (i.e., paper) shall only occur during designated system downtime or where such use has otherwise been pre-approved. In such circumstances, all handwritten entries in the medical record shall be made in ink and shall be clear, complete, and legible. Orders which are, in the opinion of the authorized individual, as noted in the "Provision for Patient Care"

policy, responsible for executing the order, illegible, unclear, incomplete, or improperly documented (such as those containing prohibited abbreviation and symbols) will not be implemented. Improper orders shall be called to the attention of the ordering practitioner timely. The authorized individual will contact the practitioner, request a verbal order for clarification, read back the order, and document the clarification in the medical record. This verbal order must be signed by the ordering practitioner as described in Subsection 4.4.2.

#### 3.4 ABBREVIATIONS AND SYMBOLS

The use of abbreviations can be confusing and may be a source of medical errors. However, the Medical Staff recognizes that abbreviations may be acceptable to avoid repetition of words and phrases in written documents. The use of abbreviations and symbols in the medical record must be consistent with the following rules:

- 3.4.1 **Prohibited Abbreviations, Acronyms, and Symbols**: The Medical Executive Committee shall adopt a list of prohibited abbreviations and symbols that may not be used in medical record entries or orders. All practitioners shall comply with the Hospital "Abbreviations" policy.
- 3.4.2 **Situations Where Abbreviations Are Not Allowed**: Abbreviations, acronyms, and symbols may not be used in recording the final diagnoses and procedures on the face sheet of the medical record.

# 3.5 ADMISSION HISTORY AND PHYSICAL EXAMINATION

#### 3.5.1 Time Limits

- a. <u>For all inpatients, patients under observation, or patients receiving anesthesia:</u> A complete history and physical should be completed no more than seven (7) days before or twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services. An updated examination of the patient, including any changes in the patient's condition, shall be completed and documented within twenty-four (24) hours after admission or registration, but prior to surgery or a procedure requiring anesthesia services.
- b. <u>For outpatient procedures requiring only moderate sedation</u>: A focused history and physical shall be completed no more than thirty (30) days before or 24 hours after admission or registration, but prior to surgery or procedure. An updated examination of the patient, including any changes in the patient's condition, is to be completed and documented within twenty-four (24) hours after admission or registration, but prior to the surgery or a procedure requiring moderate sedation.
- c. <u>For outpatient procedures that do not require anesthesia or moderate sedation</u>: In accordance with a policy established by the medical staff, an assessment of a patient, in lieu of a history and physical examination, may be completed and documented after registration, but prior to surgery or a procedure, when the patient is receiving specific outpatient surgical or procedural services that do not require moderate sedation or anesthesia.

#### 3.5.2 Who May Perform and Document the Admission History and Physical Examination

All medical history and physical examinations, or updates thereto, must be completed and documented by a physician, an oral and maxillofacial surgeon, advanced practice registered nurse or Advanced Practice Professional in accordance with State law and hospital policy.

# 3.5.3 Compliance with Documentation Guidelines

The documentation of the admission history and physical examination shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority.

A **complete history and physical examination** is required for all admissions, all surgeries requiring anesthesia (general, regional, monitored anesthesia care (MAC), or deep sedation), and all observation patients. A complete history and physical examination report must include the following information:

- a. Chief complaint or reason for the admission or procedure;
- b. A description of the present illness;
- c. Past medical history, including current medications, allergies, past and present diagnoses, illnesses, operations, injuries, treatment, and health risk factors;
- d. An age-appropriate social history;
- e. A pertinent family history;
- f. A review of systems;
- g. Cardiorespiratory exams and other relevant physical findings;
- h. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care; evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

A **focused history and physical examination** report is used for outpatient procedures that do not require anesthesia (general, regional, MAC, or deep sedation). A focused history and physical is required to be done for all outpatient procedures using moderate sedation. A focused history and physical should include the following information:

- a. Chief complaint or reason for the admission or procedure;
- b. A description of the present illness;
- c. Past medical history, including current medications, allergies, and current diagnoses;
- d. A review of systems relative to the procedure planned;
- e. Relevant physical findings, including an evaluation of the cardiac and respiratory systems and the affected body area;
- f. Documentation of medical decision-making including a review of diagnostic test results; response to prior treatment; assessment, clinical impression or diagnosis; plan of care; evidence of medical necessity and appropriateness of diagnostic and/or therapeutic services; counseling provided, and coordination of care.

In accordance with an established policy of the medical staff, an **assessment**, in lieu of a complete or focused history and physical examination, may be used when the patient is receiving

specific outpatient surgical or procedural services not requiring anesthesia or moderate sedation. The policy established by the medical staff which allows for the performance of an assessment in lieu of a history and physical examination must apply only to those patients receiving specific outpatient procedural services and be based upon the following:

- a. Patient age, diagnoses, the type and number of surgeries and procedures to be performed, comorbidities, and the level of anesthesia required for the surgery or procedure;
- b. Nationally recognized guidelines and standards of practice for assessment of specific types of patients prior to specific outpatient surgeries and procedures; and
- c. Applicable State and local health and safety laws.

# 3.5.4 Admitting Physician is Responsible for the Admission History and Physical Examination

Completion of the patient's admission history and physical examination is the responsibility of the admitting physician or his/her designee.

# 3.6 PREOPERATIVE DOCUMENTATION

#### 3.6.1 **Policy**

Except in an emergency, a current medical history and appropriate physical examination will be documented in the medical record prior to:

- a. all invasive procedures performed in the Hospital's surgical suites;
- certain procedures performed in the Radiology Department and Catheterization Lab (angiography, angioplasty, myelograms, abdominal and intrathoracic biopsy or aspiration, pacemaker and defibrillator implantation, electrophysiological studies, and ablations); and
- c. certain procedures performed in other treatment areas (bronchoscopy, gastrointestinal endoscopy, transesophageal echocardiography, therapeutic nerve blocks, central arterial line insertions, and elective electrical cardioversion).

In accordance with a policy established by the medical staff pursuant to Section 3.5.3 above, an assessment may be completed, in lieu of an otherwise required history and physical, when the patient is receiving specific outpatient surgical or procedural services not requiring moderate sedation or anesthesia.

When a history and physical examination is required prior to a procedure, and the procedure is not deemed an emergency, the procedure will be cancelled if an H&P is not completed. In cases of procedures performed by podiatrists and dentists who are not privileged to perform the complete H&P, another practitioner privileged to perform the complete H&P or the preanesthesia evaluation may suffice for the update to the history and physical examination.

# 3.7 PROGRESS NOTES

# 3.7.1 **Daily Progress Notes**

The attending physician, or Advanced Practice Professional (APP), will record a progress note each day for each significant patient encounter on all hospitalized (inpatient, observation, and boarded) patients excluding the day of admission and the day of discharge. A physician must do the progress note on postoperative day #1 for all patients undergoing a procedure. ICU patients

must be seen daily by a physician with documentation of a progress note. All progress notes must document the reason for continued hospitalization.

# 3.7.2 Co-signature of Progress Notes

Progress notes documented by APPs do not need co-signature by the physician on medical/surgical units but should include attestation from the APP that the physician is involved in the care of the patient when applicable. Progress notes documented by APPs providing a critical level of care are required co-signature by the attending physician on intermediate care units and critical care units. Progress notes documented by residents or fellows do require co-signature by the physician within one (1) daytwenty-four (24) hours, unless the attending physician documents their own note.

# 3.8 OPERATIVE / PROCEDURE REPORTS

Operative/Procedure reports will be entered or dictated immediately after surgery, and in no case, later than twenty-four (24) hours after the end of the procedure, and the report promptly signed by the surgeon/proceduralist and made a part of the patient's current medical record. Operative/procedure reports will include (as applicable):

- a. the name of the licensed practitioner(s) who performed the procedure and any assistants and a description of their tasks,
- b. the pre-operative diagnosis,
- c. the name of the procedure performed,
- d. a description of the procedure performed,
- e. the type of anesthesia administered,
- f. findings of the procedure,
- g. complications, if any,
- h. any estimated blood loss,
- i. any specimen(s) removed,
- j. any prosthetic devices, transplants, grafts, or tissues implanted, and
- k. the postoperative diagnosis.

#### 3.9 IMMEDIATE OPERATIVE/PROCEDURAL NOTES

If there is a delay in getting the operative/procedure report in the medical record, an immediate operative / procedural note is recorded in the medical record, prior to transfer to the next level of care, outlining the procedure performed. Immediate operative/procedural notes will include (as applicable):

- a. the name of the licensed practitioner(s) who performed the procedure and any assistants,
- b. the name of the procedure performed,
- c. findings of the procedure,
- d. any estimated blood loss,
- e. any specimen(s) removed, and
- f. the post-operative/procedure diagnosis.

#### 3.10 ANESTHESIA NOTES

Practitioners must document a pre-anesthesia assessment, an intraoperative record, and a post-anesthesia assessment for all patients undergoing anesthesia. A pre-anesthesia evaluation must be completed by a practitioner qualified to administer anesthesia at least forty-eight (48) hours before surgery. A post-anesthesia evaluation shall be placed in the record within forty-eight (48) hours after the completion of a procedure involving anesthesia or deep sedation in accordance with CMS and Joint Commissionapplicable accreditation guidelines. The note shall be entered by an anesthesia practitioner or by the physician who administered the deep sedation. This note should contain the following information:

- a. Respiratory function, including respiratory rate, airway patency, and oxygen saturation;
- b. Cardiovascular function, including pulse rate and blood pressure;
- c. Mental status;
- d. Temperature;
- e. Pain:
- f. Nausea and vomiting; and
- g. Postoperative hydration.

#### 3.11 CONSULTATION REPORTS

The documentation in the consultation report shall be consistent with the current guidelines for the documentation of evaluation and management services as promulgated by the Centers for Medicare and Medicaid Services or comparable regulatory authority. Consultation reports will demonstrate evidence of review of the patient's record by the consultant, pertinent findings on examination of the patient, the consultant's opinion and recommendations. This report will be made part of the patient's record. The Consultation Report should be completed and entered in the patient's chart within the time frame specified by the physician ordering the consult and no later than twenty-four (24) hours after receipt of notification of the consult request, unless the attending ordering the consultation agrees to a longer timeframe. If there is a difference of opinion on how quickly the consulting physician must respond, the attending physician or designee (who has seen the patient) will determine the response time of the consultant. If a full consult note is not immediately available after the consultation, a note should be documented in the record containing the consultant's assessment and plan for the care of the patient. If a consultation is performed by an APP other than an APRN the consulting physician must cosign the consultation.

If the report is not in the record within the prescribed time, an explanatory note should be recorded in the record. When operative procedures are involved, the consultation note, except in emergency situations so verified on the record, will be recorded prior to the operation/procedure.

# 3.12 OBSTETRICAL RECORD

The obstetrical record must include a medical history, including a complete prenatal record if available, and an appropriate physical examination. A copy of the practitioner's office prenatal record may serve as the history and physical for uncomplicated vaginal deliveries if it is legible and complete and the last prenatal visit was within seven (7) days of admission. If the office prenatal record is used as the history and physical examination, an update must be performed as described in the bylaws.

#### 3.13 FINAL DIAGNOSES

The final diagnoses will be recorded in full, without the use of symbols or abbreviations dated and signed by the discharging physician in the discharge summary, transfer note, or death summary of the patient. In the event that pertinent diagnostic information has not been received at the time the patient is discharged, the practitioner will be required to document such in the patient's record.

#### 3.14 DISCHARGE SUMMARIES

The content of the medical record will be sufficient to justify the diagnosis, treatment, and outcome. The discharge summary should be completed no later than forty-eight (48) hours after discharge. All discharge summaries should be written and signed by the individual completing the discharge and in accordance with UMC EHR policy. The discharge summary should be a meaningful synopsis of the care rendered during the hospitalization.

- 3.14.1 **Content**: A discharge summary will be entered or dictated upon the discharge or transfer of hospitalized patients. The discharge summary is the responsibility of the discharging physician and will contain:
  - a. Reason for hospitalization;
  - b. Summary of hospital course, including significant findings, the procedures performed, and treatment rendered;
  - c. Condition of the patient at discharge;
  - d. Instructions given to the patient and family, including medications, referrals, and follow-up appointments; and
  - e. Final diagnoses.
- 3.14.2 **Deaths**: A discharge summary is required on all patients who have expired and will include:
  - a. Reason for admission;
  - b. Summary of hospital course; and
  - c. Final diagnoses.
- 3.14.3 **Timing**: A Discharge Summary is to be completed no case later than forty-eight (48) hours after discharge, transfer, or death.

# 3.15 DIAGNOSTIC REPORTS

Inpatient diagnostic reports (including but not limited to inpatient EEGs, EKGs, echocardiograms, stress tests, Doppler studies) must be read by the physician scheduled to provide the interpretation service within twenty-four (24) hours of availability of the test. Failure to provide prompt interpretation of diagnostic tests may result in removal from the reading list. Outpatient diagnostic reports should be read by the physician in the timeframe stipulated by contract.

# 3.16 ADVANCED PRACTICE PROFESSIONALS (APPs)

The attending or supervising/collaborating physician will review and authenticate all history and physical examinations, consultations and discharge summaries prepared by the Advanced Practice Professional. The signature signifies that the attending or supervising/collaborating physician has reviewed the patient's

medical record and approved the care rendered by the Advanced Practice Professional. An advanced practice registered nurse having been granted medical staff membership and clinical privileges may independently complete appropriate medical record documentation, without the need of physician cosignature, provided that the act has been authorized within the APRN's delineation of privileges, is authorized pursuant to NRS 632.237 and NAC 632.255, and within his or her authorized scope of practice.

#### 3.17 RESIDENTS AND FELLOWS IN TRAINING

Residents and fellows in training, who are not moonlighting outside of their training program, must have their history and physical examinations, progress notes, and operative/procedure reports cosigned within one calendar day by the attending physician. They must also have their discharge summaries cosigned by the discharging physician, within forty-eight (48) hours after discharge of the patient.

#### 3.18 MEDICAL RECORD ACCESS AND CONFIDENTIALITY

A patient's medical record is the property of the Hospital. If requested, the record will be made available to any member of the Medical Staff attending the patient and to members of medical staffs of other hospitals upon written consent of the patient or by the appropriate Hospital authority in an emergency situation. Medical records will otherwise be disclosed only pursuant to court order, subpoena, or in accordance with state or federal law and regulation. Records will not be removed from the Hospital's jurisdiction or safekeeping except in compliance with a court order, subpoena, or in accordance with state or federal law and regulation.

- 3.18.1 **Access to Old Records**: In case of readmission of a patient, all previous records will be made available to the admitting practitioner whether the patient was attended by the same practitioner or by another practitioner.
- 3.18.2 **Unauthorized Removal of Records**: Unauthorized removal of charts from their designated space(s) is grounds for corrective action of privileges of the practitioner for a period to be determined by the Medical Executive Committee.
- 3.18.3 Access for Medical Research: Access to the medical records of all patients will be afforded to members of the Medical Staff for bona fide study and research consistent with preserving the confidentiality of personal information concerning the individual patient. All such projects must have prior approval of the Institutional Review Board. The written request will include: (1) The topic of study; (2) the goals and objectives of the study; and (3) the method of record selection. All approved written requests will be presented to the Director of the Health Information Management Department.
- 3.18.4 Access for Former Members: Provided that the use or disclosure of the information would comply with applicable federal and state law and regulation, former members of the Medical Staff will be permitted access to information from the medical records of their patients covering all periods during which they attended such patients in the Hospital.

#### 3.19 MEDICAL RECORD COMPLETION

A medical record will not be permanently filed until it is completed by the responsible practitioner or is ordered filed by the Medical Executive Committee.

# 3.19.1 Requirements for Timely Completion of Medical Records

Medical records must be completed in accordance with the following standards:

- a. An Admission History and Physical Examination or Updated History and Physical Examination must be entered in the medical record in the timeframes noted in the bylaws, Part I, Section 2.6.8. A privileged physician must co-sign the H&P performed by a resident/fellow or APP within one (1) calendar day;
- b. A Preoperative History and Physical Examination or Focused Preoperative History and Physical Examination must be entered in the medical record prior to the surgery or procedure;
- c. An Admission Prenatal Record must be entered in the medical record by the attending physician or designated covering practitioner within twenty-four (24) hours after an obstetrical admission and prior to the delivery of the infant;
- d. An Operative/Procedure Report must be entered in the medical record by the performing practitioner immediately, but in no case, later than twenty-four (24) hours following the surgery or procedure;
- e. If the Operative Report is not immediately available, an Immediate Post-Operative/Procedure Note must be entered in the medical record by the performing practitioner prior to transfer of the patient to the next level of care.
- f. An Inpatient Progress Note must be recorded each day for each significant patient encounter on all hospitalized patients. A privileged physician must see the patient on the first post-operative day (if applicable). A privileged physician must see the patient daily in an intensive care unit;
- g. An Emergency Department/Ambulatory Services Record must be completed by the responsible practitioner prior to the patient leaving the Emergency Department for patients transferred outside the facility. For all other patients, an Emergency Department Record must be completed by the responsible practitioner by the end of the practitioner's shift of work;
- h. A Consultation Note must be completed by the consulting physician within twenty-four (24) hours of notification of the consult request;
- i. Inpatient Diagnostic Reports must be completed by the interpreting physician within twenty-four (24) hours after availability of the test for review or an earlier time as noted in the contract:
- j. A Discharge Summary must be entered in the medical record by the discharging physician or his/her designee no case later than forty-eight (48) hours after an inpatient or observation discharge, transfer, or death; and
- k. The Inpatient or Observation Medical Record must be completed within forty-eight (48) hours of discharge, including the authentication of all progress notes, consultation notes, operative reports, and verbal and entered orders, final diagnoses, and discharge summary.

# 3.19.2 **Policy on Incomplete Records**

All practitioners will be held to the HIM policy on "Delinquent Medical Records Policy". If a practitioner is delinquent in their medical records completion, s/he will be unable to schedule admissions or procedures and cannot have a colleague admit/schedule for them while they are delinquent with their records.

# 3.20 ELECTRONIC RECORDS AND SIGNATURES

"Electronic signature" means any identifier or authentication technique attached to or logically associated with an electronic record that is intended by the party using it to have the same force and effect as a manual signature. Pursuant to state and federal law, electronic documents and signatures shall have the same effect, validity, and enforceability as manually generated records and signatures.

# 3.21 ORGANIZED HEALTH CARE ARRANGEMENT

For the purposes of complying with provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA"), the Medical Staff of this Hospital are deemed to be members of, and a part of, an *Organized Health Care Arrangement* ("OHCA") as that term is defined within HIPAA. This designation is intended to comply with the privacy regulations promulgated pursuant to HIPAA based upon the fact that the members of the OHCA operate in a "clinically integrated care setting." As such, members of Medical Staff shall, upon acceptance to membership, become part of the OHCA with the Hospital and the hospital's medical staff. Except for non-compliance remedies set forth in the HIPAA regulations, no member shall be liable for any actions, inactions, or liabilities of any other member. Each member of the OHCA shall be responsible for its own HIPAA compliance requirements related to services and activities performed outside the clinical setting of the OHCA.

The members hereby adopt the Hospital Joint Notice of Privacy Practices that will be distributed by the Hospital to all patients of the Hospital, and agree to comply with all requirements contained in the Joint Notice of Privacy Practices.

The members of the Medical Staff shall have access to protected health information of the patients of other members of the OHCA for purposes of treatment, payments and healthcare operations, as those terms are defined by HIPAA and the HIPAA Privacy Regulations; Provided that any member of the Medical Staff that downloads, saves or otherwise stores any protected health information, or has access to any Hospital electronic data systems, though any portal that is not solely operated by the Hospital, shall enter into a Colleague Agreement, which shall require that member of the Medical Staff to observe certain requirements, and to assume responsibility for anyone who accesses any Hospital information through a portal maintained by the member.

Members of the Medical Staff shall be entitled to disclose protected health information of a patient to other members of the OHCA for authorized health care operations of the OHCA, including peer review, mortality and morbidity meetings, tumor board, and other similar authorized health care operations of the OHCA, as permitted in the HIPAA Privacy Regulations.

# 4.1 ADMITTING/ATTENDING PHYSICIAN

#### 4.1.1 **Responsibilities**

Each patient admitted to the Hospital shall have an admitting physician who is an appointee of the Medical Staff with admitting privileges. The admitting physician, or authorized designee, is responsible for completion of the history and physical examination.

The attending physician, or authorized designee, will be responsible for:

- a. the medical care and treatment of each patient in the Hospital;
- b. making daily rounds;
- c. the prompt, complete, and accurate preparation of the medical record; and
- d. necessary special instructions regarding the care of the patient.

# 4.1.2 **Identification of Attending Physician**

At all times during a patient's hospitalization, the identity of the attending physician shall be clearly documented in the medical record.

# 4.1.3 Transferring Attending Responsibilities

Whenever the responsibilities of the attending physician are transferred to another Medical Service, a note covering the transfer of responsibility will be entered in the medical record by the attending physician.

#### 4.2 COVERAGE AND CALL SCHEDULES

Each physician shall provide the Medical Staff Services Office with a list of designated Medical Staff appointees (usually the members of his/her group practice who are members of the same clinical department and have equivalent clinical and procedure privileges) who shall be responsible for the care of their patients in the Hospital when the physician is not available.

#### 4.3 RESPONDING TO CALLS AND PAGES

- 4.3.1 **Telephonic Response**. Practitioners are expected to respond within ten (10) minutes to calls from the Hospital's patient care staff regarding their patient.
- 4.3.2 **Physical Response**. Practitioners are expected to respond in person within thirty (30) minutes to evaluate patients in the emergency department.

#### 4.4 ORDERS

#### 4.4.1 General Principles

a. All orders for treatment will be entered into the medical record.

- b. All orders must be specifically given by a practitioner who is privileged by the Medical Staff.
- c. Vague or "blanket" orders (such as "continue home medication" or "resume previous orders") will not be accepted.
- d. Instructions should be written out in plain English. Prohibited abbreviations may not be used.
- e. All orders for treatment shall be recorded in the medical record and authenticated by the ordering practitioner with his/her legible or electronic signature, date, and time.
- f. It is preferred that admission orders be provided by the accepting practitioner or their designated covering practitioner within one (1) hour of communication between the Emergency Medicine practitioner and the accepting practitioner but not to exceed: critical care units within two (2) hours, intermediate care units within four (4) hours and, medical/surgical units within six (6) hours.

# 4.4.2 Non-Privileged Physician Orders

Physicians who are not UMC Medical and Dental Staff members and are ordering outpatient ancillary services by writing an order or prescription must provide the following information:

- a. Physician name and address
- b. Physician contact number-telephone and/or cell
- c. Name of a qualified representative who can take a message if physician is unavailable
- d. Current unrestricted Nevada Medical License number

# 4.4.3 Verbal/Telephone Orders

Verbal/telephone orders are discouraged and should be reserved for those situations when it is impossible or impractical for the practitioner to write the order or enter it in a computer. Verbal/telephone orders must comply with Hospital policy "Verbal/Telephone Orders". All telephone orders must be signed by the ordering practitioner or another practitioner involved in the patient's care within forty-eight (48) hours after discharge of the patient or in an earlier timeframe as prescribed by state law. All verbal orders must be signed by the ordering practitioner before leaving the area.

#### 4.4.4 Facsimile Orders

Orders transmitted by facsimile shall be considered properly authenticated and executable provided that:

- a. The facsimile is legible and received as it was originally transmitted by facsimile or computer;
- b. The order is legible, clear, and complete;
- c. The identity of the patient is clearly documented;

- d. The facsimile contains the name of the ordering practitioner, his/her address and a telephone number for verbal confirmation, the time and date of transmission, and the name of the intended recipient of the order, as well as any other information required by federal or state law:
- e. The original order, as transmitted, is signed, dated, and timed; and
- f. The facsimile, as received, is signed by the attending physician or ordering practitioner within forty-eight (48) hours of discharge.

# 4.4.5 Cancellation of Orders Following Surgery or Transfer

All previous medication orders are canceled when the patient:

- a. goes to surgery,
- b. is transferred to or from a critical care area, or
- c. is transferred to, and readmitted from, another hospital or health care facility.

New orders shall be specifically entered following surgery or the aforementioned transfers. Instructions to "resume previous orders" will not be accepted.

# 4.4.6 **Drugs and Medications**

Orders for drugs and medications must follow Hospital Pharmacy policy.

# 4.4.7 **Radiologic Testing**

Orders for radiologic testing should include the name of the test requested and the reason for the test; rule out diagnosis are not allowed to be used. Relevant pertinent history and exam findings are recommended to be included with the request for the test.

# 4.5 CONSULTATION

- 4.5.1 **Consultation Requests.** Any qualified practitioner with clinical privileges may be requested for consultation within his/her area of expertise. The attending physician is responsible for obtaining consultation whenever patients in his/her care require services that fall outside his/her scope of delineated clinical privileges. The attending physician will provide written authorization requesting the consultation, and permitting the consulting practitioner to attend or examine his/her patient. This request shall become part of the patient's medical record and must specify:
  - a. the reason for the consultation, and
  - b. the urgency of the consultation (emergent/urgent within a timeframe acceptable to the referring physician based on communication with the consultant; routine within 24 hours; delayed within a timeframe acceptable to the referring physician as long as it does not delay the discharge planning process).

Consultation and Treatment. All consultations will be for "consultation and treatment"

unless specified otherwise. It is recommended that the consultant not initiate new orders on patients on the teaching service until they have discussed their recommendation with the resident or fellow on the service.

- 4.5.2 **Communication.** All consultations should be communicated practitioner-to-practitioner. APPs may initiate the consultation with the knowledge of their supervising/collaborating physician.
- 4.5.3 **Notice.** Consultants should not order consultations with other specialties without informing the attending physician unless the need is urgent/emergent.
- 4.5.4 **APP Consult**. APPs may perform the consultation with the knowledge and collaboration of their supervising/collaborating physician. If the practitioner requesting the consult requests that the consulting physician perform the consultation, that request will be honored.
- 4.5.5 **Addressing Concerns.** If a nurse has any reason to question the care provided to any patient, or believes that appropriate consultation is needed, the nurse will bring this concern to her manager to be addressed through the chain of command. All practitioners should be receptive to obtaining consultation when requested by patients, their families, and hospital personnel.
- 4.5.6 **Suicide Precautions**. Requirements for consultation pertaining to patients deemed at high-risk for suicide should be handled in accordance with the Hospital's "Suicide Precautions" policy.

#### 4.6 CRITICAL CARE UNITS

#### 4.6.1 Critical Care Unit Privileges

The privilege to admit patients to, and manage patients in, critical care units shall be specifically delineated. When there are concerns regarding the continued stay within a critical care unit, consultation with the medical director of the unit will be obtained.

#### 4.6.2 **Prompt Evaluation of Critical Care Patients**

Each patient admitted or transferred to a critical care unit shall be examined by a physician, or designee, within two (2) hours following admission or transfer.

# 4.6.3 Critical Care Services

Certain services and procedures may be provided to patients only in critical care units. The Medical Executive Committee shall establish policies that specify which services may be provided only in a critical care unit.

# 4.7 DEATH IN HOSPITAL

#### 4.7.1 **Pronouncing of Death**

In the event of a hospital death, the deceased will be pronounced by a physician, resident, or Advanced Practice Registered Nurse within a reasonable time in accordance with Nevada laws and regulations. Physician Assistants (PAs), and registered nurses may be authorized to make a pronouncement of death in accordance with Nevada laws and regulations. A physician who anticipates the death of a patient because of an illness, infirmity, or disease may authorize a Physician Assistant or Registered Nurse to make a pronouncement of death if they attend the

death of the patient. The attending physician's authorization must be a written order entered on the chart of the patient, state the personnel authorized to make the pronouncement of death, and be signed and dated by the physician. If the pronouncement of death is made by a registered nurse or Physician Assistant, the physician who authorized that action must sign the medical certificate of death within 24 hours of being presented with the certificate.

# 4.7.2 Certifying the Cause of Death

The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of Practitioners shall complete death, and authenticating the Death Certificate within forty-eight (48) hours of death per certificates in accordance with Nevada law- and the applicable Hospital policy. If the attending physician or advanced practice registered nurse will not be available within forty-eight (48twenty-four (24) hours of death, the certificate shall be completed by- an associate physician who has access to the deceased patient's medical records, the Department Chief, or the Chief of Staff-before the end of the next business day once assigned as the certifier. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificatedeath certificate in accordance with Nevada laws and regulations.

#### 4.7.3 **Brain Death**

Determinations of brain death shall be completed in accordance with the Hospital policy "Brain Death (Pediatric)" or "Determination of Brain Death in Adults."

# 4.7.4 **Organ Procurement**

When death is imminent, physicians should assist the Hospital in making a referral to its designated organ procurement organization before a potential donor is removed from a ventilator and while the potential organs are still viable. The Hospital policy "Organ/Tissue Donation Procurement" should be followed.

### 4.8 AUTOPSY

It is the responsibility of the attending physician to attempt to secure consent for an autopsy in all cases of unusual deaths, and in cases of medico-legal or educational interest. All practitioners shall comply with the Hospital's "Autopsy" policy.

### 4.9 ADVANCED PRACTICE REGISTERED NURSES

An advanced practice registered nurse may independently perform and complete only those acts of clinical practice that have been authorized within the APRN's delineation of privileges, are authorized pursuant to NRS 632.237 and NAC 632.255, and that are within his or her authorized scope of practice.

# 4.10 SUPERVISION OF/COLLABORATION WITH ADVANCED PRACTICE PROFESSIONALS

#### 4.10.1 **Definition of Advanced Practice Professionals**

Advanced Practice Professionals are defined as those non-physician health care professionals having a license or other authorized credentialing, in accordance with applicable state and federal laws and regulations, to perform designated health care services within his or her scope of

practice. The qualification and prerogatives of Advanced Practice Professionals are defined in the Medical and Dental Staff Bylaws. With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

The following categories of practitioners are recognized by the UMC Medical and Dental Staff as Advanced Practice Professionals (APPs):

- a. Advanced Practice Registered Nurses (nurse midwives, nurse practitioners, and clinical nurse specialists) maintaining an independent license to perform those acts of clinical practice authorized pursuant to NRS 632.237, NAC 632.255, and that are within his or her authorized scope of practice,
- b. Physician Assistants- Certified (PA-Cs) subject to hospital or regulatory physician supervision requirements;
- c. Certified Registered Nurse Anesthetists (CRNAs) subject to hospital or regulatory physician supervision requirements;
- d. Clinical psychologists;
- e. Allied health professionals (such as RNFAs or scrub techs providing a surgical level of care); or
- f. Other practitioners having been deemed appropriate by the MEC and Board.

With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

# 4.10.2 **Definition of Allied Health Professionals**

Allied Health Professionals are those healthcare professionals (including scrub techs and Registered Nurse First Assistants (RNFAs)) who provide a surgical level of care are privileged to work solely under the direct supervision of the physician.

# 4.10.3 Guidelines for Supervising or Collaborating with Advanced Practice Professionals

- a. The physician(s) is (are) responsible for managing the health care of patients in all settings.
- b. Health care services delivered by physicians and by Advanced Practice Professionals, whether independently or under their supervision/collaboration, must be within the scope of each practitioner's authorized practice, as defined by state law.
- c. The physician(s) is(are) ultimately responsible for coordinating and managing the care of patients and, with the appropriate input of the Advanced Practice Professional, ensuring the quality of health care provided to patients.
- d. When the Advanced Practice Professional is subject to hospital or regulatory physician supervision requirements in the delivery of care, the role of the Advanced Practice Professional shall be defined through a mutually agreed upon Supervision/Collaboration Agreement that is developed by the physician and the Advanced Practice Professional and Department Delineation of Privileges.

- e. The physician(s) must be available for consultation with the Advanced Practice Professional at all times, either in person or through telecommunication systems or other means. A physician must be able to present to the hospital within thirty (30) minutes when needed by the Advanced Practice Professional.
- f. Patients should be made clearly aware at all times whether they are being cared for by a physician or an Advanced Practice Professional.
- g. The physician(s) and Advanced Practice Professional together should review all delegated patient services on a regular basis, as well as the mutually agreed upon the Supervision/Collaboration Agreement.
- h. Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must document the identity of their supervising/collaborating physician and one or more alternate supervising/collaborating physician(s) who practices medicine in the same specialty as the supervising assistant.

# 4.10.4 Collaborative Practice Agreements

Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must have on file in the Medical Staff Services Office written Supervision/Collaboration Agreement. This document must be signed by the Advanced Practice Professional and the supervising/collaborating physician. An APP may not provide a medical service that exceeds the clinical privileges granted to the supervising/collaborating physician.

The Supervision/Collaboration Agreement, if applicable, must include:

- a. the name, license number and addresses of all supervising/collaborating physicians;
- b. the name and practice address of the Advanced Practice Professional; and
- c. the date the guidelines of the Supervision/Collaboration Agreement were developed and dates they were reviewed and amended.

#### 4.10.5 **Supervising/Collaborating Physician**

An Advanced Practice Professional may not provide services to patients if the supervising/collaborating physician is more than thirty (30) minutes travel time from the Hospital. A physician may not supervise/collaborate with more Advanced Practice Professionals than allowed by State law. It is noted that Physician Assistants require in person supervision for the first thirty (30) days of the supervisory agreement with an osteopathic physician.

A Medical Staff appointee who fails to fulfill the responsibilities defined in this section and/or in a sponsorship agreement for the supervision of or collaboration with an Advanced Practice Professional or other dependent health care professional shall be subject to appropriate corrective action as provided in the Medical and Dental Staff Bylaws.

#### 4.10.6 Medical Record Documentation

Advanced Practice Professionals shall complete medical record documentation in accordance with applicable laws, regulations, and hospital policies. All documentation requiring Physician co-signature will be signed within 1 or 2 calendar days in accordance with the EHR Policy.

Advanced Practice Registered Nurses (APRN's) maintaining an independent license may complete medical record documentation without the need for physician co-signature as authorized by their clinical scope of practice, including, the entry of notes, orders, and consultations.

#### 4.11 INFECTION CONTROL

All practitioners are responsible for complying with Infection Prevention policies and procedures in the performance of their duties.

#### 4.12 EVIDENCE-BASED ORDER SETS

Evidence-based order sets provide a means to improve quality, and enhance the appropriate utilization and value of health care services. Evidence-based order sets assist practitioners and patients in making clinical decisions on prevention, diagnosis, treatment, and management of selected conditions. The Medical Executive Committee may adopt evidenced-based order sets upon the recommendation of multidisciplinary groups composed of Medical Staff leaders, senior administrative personnel, and those health care practitioners who are expected to implement the guidelines.

#### 4.13 TREATMENT OF FAMILY MEMBERS

Members of the Medical and Dental Staff may not serve as the Attending or Consulting Practitioner for any member of their own family. Medical and Dental Staff members may not schedule or perform operations or procedures on members of their own families in the operating room, procedure rooms, or laboratories except in emergencies when no other qualified member of the Medical Staff is available.

#### 4.14 MEDICAL RECORDS OF SELF AND FAMILY MEMBERS

Practitioners shall only view their own medical records through the normal medical records release process available to patients.

Practitioners cannot view family members records without either 1) receiving permission to do so via the medical records consent process, with the consent authorization being documented in the medical record, or 2) being the treating practitioner for the family member.

#### 4.15 ABORTIONS

Abortions may only be allowed in the Hospital when it is necessary, in appropriate medical judgment, for the preservation of the life or health of the mother.

#### 5.1 PATIENT RIGHTS

All practitioners shall respect patient rights in accordance with applicable state and federal law and regulation and as delineated in Hospital policy on "Patient Rights and Responsibilities."

#### 5.2 INFORMED CONSENT

The patient's right of self-decision can be effectively exercised only if the patient possesses enough information to enable an intelligent choice. The patient should make his or her own determination regarding medical treatment. The practitioner's obligation is to present the medical facts accurately to the patient, or the patient's surrogate decision-maker, and to make recommendations for management in accordance with good medical practice. The practitioner has an ethical obligation to help the patient make choices from among the therapeutic alternatives consistent with good medical practice. Informed consent is a process of communication between a patient and the practitioner that results in the patient's authorization or agreement to undergo a specific medical intervention. Practitioners must obtain informed consent in accordance with applicable Hospital policies.

#### 5.3 WITHDRAWING AND WITHHOLDING LIFE SUSTAINING TREATMENT

Hospital policies on "Withdrawing and Withholding Life Sustaining Medical Treatment" delineate the responsibilities, procedure, and documentation that must occur when withdrawing or withholding life-sustaining treatment.

#### 5.4 DO-NOT-RESUSCITATE ORDERS

The Hospital policy on "Categorization of Patients" delineates the responsibilities, procedure, and documentation that must occur when initiating or cancelling a Do Not Resuscitate order.

# 5.5 DISCLOSURE OF UNANTICIPATED OUTCOMES

The Hospital policy on "Serious Reportable Events (SRE)/Sentinel Events" delineates the responsibilities, procedure, and documentation that must occur when an unanticipated outcome does occur.

#### 5.6 RESTRAINTS AND SECLUSION

The Hospital policy on "Restraints, Use of" delineates the responsibilities, procedure, and documentation that must occur when ordering restraints or seclusion.

#### 5.7 ADVANCE DIRECTIVES

The Hospital policy on "Advance Directives" delineates the responsibilities, procedure, and documentation that must occur regarding Advance Directives.

#### 5.8 INVESTIGATIONAL STUDIES

Investigational studies and clinical trials conducted at the Hospital must be approved in advance by the Institutional Review Board. When patients are asked to participate in investigational studies, Hospital policy "Human Subject Research and IRB Procedures" should be followed.

#### 6.1 SURGICAL PRIVILEGES

A member of the Medical Staff may perform surgical or other invasive procedures in the surgical suite or other approved locations within the Hospital as approved by the Medical Executive Committee. Surgical privileges will be delineated for all practitioners performing surgery in accordance with the competencies of each practitioner. The Medical Staff Services Office will maintain a roster of practitioners specifying the surgical privileges held by each practitioner.

#### 6.2 SURGICAL POLICIES AND PROCEDURES

All practitioners shall comply with the Hospital's surgical policies and procedures. These policies and procedures will cover the following: The procedure for scheduling surgical and invasive procedures (including priority, loss of priority, change of schedule, and information necessary to make reservations); emergency procedures; requirements prior to anesthesia and operation; outpatient procedures; care and transport of patients; use of operating rooms; contaminated areas; conductivity and environmental control; and radiation safety procedures.

#### 6.3 ANESTHESIA

Moderate or deep sedation and anesthesia may only be provided by qualified practitioners who have been granted clinical privileges to perform these services. The anesthesiologist/anesthetist or physician privileged to perform deep sedation will maintain a complete anesthesia record (to include evidence of pre-anesthetic evaluation and post-anesthetic follow-up) of the patient's condition for each patient receiving deep sedation and anesthesia. Moderate and deep sedation shall be administered following the Hospital sedation policy and any applicable law.

The practitioner responsible for the ordering the administration of moderate sedation will document a presedation evaluation and post-sedation follow-up examination.

#### 6.4 TISSUE SPECIMENS

Specimens removed during the operation will be sent to the Hospital pathologist who will make such examination as may be considered necessary to obtain a tissue diagnosis. Certain specimens, as defined in the Hospital's pathology policy, are exempt from pathology examination. The pathologist's report will be made a part of the patient's medical record.

# 6.5 VERIFICATION OF CORRECT PATIENT, SITE, AND PROCEDURE

The physician/surgeon has the primary responsibility for verification of the patient, surgical site, and procedure to be performed. Patients requiring a procedure or surgical intervention will be identified by an ID with the patient's name and a second identifier as chosen by the hospital. The Hospital policy on "Universal Protocol for Surgical and Nonsurgical Invasive Procedures" shall be followed.

#### 7.1 DISRUPTIVE BEHAVIOR

Members of the Medical Staff are expected to conduct themselves in a professional and cooperative manner in the Hospital. Disruptive behavior is behavior that is disruptive to the operations of the Hospital or could compromise the quality of patient care, either directly or by disrupting the ability of other professionals to provide quality patient care. Disruptive behavior includes, but is not limited to, behavior that interferes with the provision of quality patient care; intimidates professional staff; creates an environment of fear or distrust; or degrades teamwork, communication, or morale. The Hospital policy on "Medical Staff Professional Conduct" shall be followed.

# 7.2 REPORTING IMPAIRED PRACTITIONERS

Reports and self-referrals concerning possible impairment or disability due to physical, mental, emotional, or personality disorders, deterioration through the aging process, loss of motor skill, or excessive use or abuse of drugs or alcohol shall follow the guidelines outlined in the Hospital policy "Physician and APP Health and Wellness Policy".

#### 7.3 HEALTH DOCUMENTATION

All privileged practitioners shall follow the provide evidence of current vaccinations or formal declination in accordance with Hospital policies on "Tuberculin (TB) Testing for Medical & Dental Staff and Advanced Practice Professionals (APPs)" and vaccinations.

# 8.1 DEPARTMENT-SPECIFIC RULES AND REGULATIONS

Subject to the approval of the Medical Executive Committee, Hospital Departments (Ambulatory Care, Anesthesiology, Emergency Medicine, Family Medicine, Hand Surgery, Medicine, Neurosurgery, Obstetrics & Gynecology, Orthopedic Surgery, Pathology, Pediatrics, Radiology, Surgery, and Trauma) may implement department-specific Rules and Regulations for the conduct of its affairs and the discharge of its responsibilities. Department-specific rules may supplement, but shall not conflict with the Medical and Dental Staff Bylaws, Medical and Dental Staff Rules and Regulations, or Hospital Policies and Procedures. To the extent department-specific rules regulations conflict with a provision of the Medical and Dental Staff Bylaws, Rules and Regulations, or Hospital policies and procedures, the departmental rule, regulation, policy, or procedure shall be deemed void.

All Department-specific rules, regulations, policies, or procedures must be adopted via the procedures mandated by the Medical Executive Committee and shall only become effective upon the approval of the Medical Executive Committee. Amendments, changes, or additions to the department-specific Rules and Regulations may be proposed by a motion of any Active member of the Department at a Department meeting. If approved by the Department, the amendments, changes, or additions shall become effective upon approval by the Medical Executive Committee.

8.1.1 Trauma Department Specific Rules & Regulations - Available in the Trauma Department

MEDICAL AND DENTAL STAFF RULES AND REGULATIONS
Part II. Organization and Functions Manual

# PART II: ORGANIZATION AND FUNCTIONS MANUAL

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#### 1.1 ORGANIZATION OF THE MEDICAL STAFF

The Medical Staff shall be organized as a departmentalized staff including the following Departments and Subspecialties:

# 1.1.1 **Department of Ambulatory Care**

- a. Quick Care
- b. Primary Care
- c. Telemedicine

# 1.1.2 **Department of Anesthesiology**

# 1.1.3 **Department of Emergency Medicine**

- a. Pediatric Emergency Medicine
- b. Adult Emergency Medicine

# 1.1.4 **Department of Family Medicine**

# 1.1.5 **Department of Medicine**

- a. Allergy/Immunology
- b. Cardiology
- c. Dermatology
- d. Endocrinology/Metabolic Diseases
- e. Gastroenterology
- f. Hematology/Oncology
- g. Infectious Disease
- h. Internal Medicine
- Nephrology
- j. Neurology
- k. Psychiatry
- 1. Pulmonary Medicine/Respiratory Care
- m. Physical Medicine/Rehabilitation
- n. Rheumatology

# 1.1.6 **Department of Neurosurgery**

# 1.1.7 Department of Obstetrics & Gynecology

# 1.1.8 **Department of Orthopaedic Surgery**

- a. Hand Surgery
- b. Orthopedics

c. Podiatry

# 1.1.9 **Department of Pathology**

# 1.1.10 **Department of Pediatrics**

- a. Neonatology
- b. Pediatric Critical Care

# 1.1.11 **Department of Radiology**

- a. Nuclear Medicine
- b. Interventional Radiology

# 1.1.12 **Department of Surgery**

- a. Bariatrics
- b. Cardiovascular/Thoracic Surgery
- c. General Surgery
- d. Ophthalmology
- e. Oral/Maxillofacial Surgery Dentistry
- f. Otorhinolaryngology
- g. Pediatric Surgery
- h. Plastic Surgery
- i. Urology

# 1.1.13 **Department of Trauma**

- a. Anesthesiology
- b. Burn Surgery
- c. Emergency Medicine
- d. General Surgery
- e. Neurosurgery
- f. Orthopaedics
- f. Orthopedics
- g. Pediatric Surgery
- h. Surgical Critical Care

A Department Chief shall head each Department with overall responsibility for the supervision and satisfactory discharge of assigned functions under the MEC.

# 1.2 RESPONSIBILITIES FOR MEDICAL STAFF FUNCTIONS

The organized Medical Staff is actively involved in the measurement, assessment, and improvement of the functions outlined in Section 1.3 with the ultimate responsibility lying with the MEC. The MEC may create committees to perform certain prescribed functions. The Medical Staff officers, Department Chiefs, hospital and Medical Staff committee chairs, are responsible for working collaboratively to accomplish required Medical Staff functions. This process may include periodic reports as appropriate to the appropriate Department or committee and elevating issues of concern to the MEC as needed to ensure adherence to regulatory and accreditation compliance and appropriate standards of medical care.

#### 1.3 DESCRIPTION OF MEDICAL STAFF FUNCTIONS

The Medical Staff, acting as a whole or through committee, participates in or has oversight over the following activities:

# 1.3.1 Governance, Direction, Coordination, and Action

- a. Receive, coordinate, and act upon, as necessary, the reports and recommendations from Departments, committees, other groups, and officers concerning the functions assigned to them and the discharge of their delegated administrative responsibilities;
- b. Account to the Board and to the staff with written recommendations for the overall quality and efficiency of patient care at the hospital;
- c. Take reasonable steps to maintain professional and ethical conduct and initiate investigations, and pursue corrective action of practitioners with privileges when warranted;
- d. Make recommendations on medical, administrative, and hospital clinical and operational matters;
- e. Inform the Medical Staff of the accreditation and state licensure status of the hospital;
- f. Act on all matters of Medical Staff business, and fulfill any state and federal reporting requirements;
- g. Oversee, develop, and plan continuing medical education (CME) plans, programs, and activities that are designed to keep the staff informed of significant new developments and new skills in medicine that are related to the findings of performance improvement activities;
- h. Provide education on current ethical issues, recommend ethics policies and procedures, develop criteria and guidelines for the consideration of cases having ethical implications, and arrange for consultation with concerned physicians when ethical conflicts occur in order to facilitate and provide a process for conflict resolution:
- i. Provide oversight concerning the quality of care provided by residents, interns, students, and ensure that the same act within approved guidelines established by the Medical Staff and governing body; and

j. Ensure effective, timely, and adequate comprehensive communication between the members of the Medical Staff and Medical Staff leaders as well as between Medical Staff leaders and hospital administration and the board.

#### 1.3.2 Medical Care Evaluation/Performance Improvement/Patient Safety Activities

- a. Perform ongoing professional practice evaluations (OPPE) and focused professional
  practice evaluations (FPPE) when requesting initial or additional privileges, on a
  request from the Department or Chief of Staff, or concerns arise from OPPE based
  on the general competencies defined by the Medical Staff;
- Set expectations and define both individual and aggregate measures to assess current clinical competency, provide feedback to practitioners and develop plans for improving the quality of clinical care provided;
- c. Actively be involved in the measurement, assessment, and improvement of activities of practitioner performance that may include, but are not limited to the following:
  - i. Medical assessment and treatment of patients
  - ii. Use of medications
  - iii. Use of blood and blood components
  - iv. Operative and other procedures
  - v. Education of patients and families
  - vi. Accurate, timely, and legible completion of patients' medical records to include the quality of medical histories and physical examinations
  - vii. Appropriateness of clinical practice patterns
  - viii. Significant departures from established pattern of clinical performance
  - ix. Use of developed criteria for autopsies
  - x. Sentinel event data
  - xi. Patient safety data
  - xii. Coordination of care, treatment, and services with other practitioners and hospital personnel, as relevant to the care, treatment, and services of an individual patient
  - xiii. Findings of the assessment process relevant to individual performance; and
- d. Communicate findings, conclusions, recommendations, and actions to improve the performance of practitioners to Medical Staff leaders and the Board, and define in writing the responsibility for acting on recommendations for practitioner improvement.

# 1.3.3 Hospital Performance Improvement and Patient Safety Programs

- a. Understand the Medical Staff's and administration's approach to and methods of performance improvement;
- b. Assist the hospital to ensure that important processes and activities to improve performance and patient safety are measured, assessed, and spread systematically across all disciplines throughout the hospital;

- c. Participate as requested in identifying and managing sentinel events and events that warrant intensive analysis; and
- d. Participate as requested in the hospital's patient safety program including measuring, analyzing, and managing variation in the processes that affect patient care to help reduce medical/healthcare errors.

#### 1.3.4 **Credentials Review.** See Part III: Credentials Procedures Manual

# 1.3.5 **Information Management**

- a. Review and evaluate medical records to determine that they:
  - Properly describe the condition and progress of the patient, the quality of medical histories and physical examinations, the therapy, and the tests provided along with the results thereof, and the identification of responsibility for all actions taken; and
  - ii. Are sufficiently complete at all times so as to facilitate continuity of care and communication between all those providing patient care services in the hospital.
- Develop, review, enforce, and maintain surveillance over enforcement of Medical Staff and hospital policies and rules relating to medical records including completion, preparation, forms, and format and recommend methods of enforcement thereof and changes therein; and
- c. Provide liaison with hospital administration, nursing service, and medical records professionals in the utilization of the hospital on matters relating to medical records practices and information management planning.

# 1.3.6 Emergency Preparedness

- a. Assist the hospital administration in developing, periodically reviewing, and implementing an emergency preparedness program that addresses disasters both external and internal to the hospital.
- b. Assist in developing and periodically reviewing, in cooperation with Hospital Administration, a written plan for the care, reception and mass evacuation of the hospital, that adequately relates to other available resources in the community and coordinates the hospital's role with other agencies in the event of disasters in the hospital or nearby communities, and that is rehearsed by all personnel involved.

# 1.3.7 **Strategic Planning**

- a. Participate in evaluating existing programs, services, and facilities of the hospital and Medical Staff; and recommend continuation, expansion, abridgment, or termination of each:
- b. Participate in evaluating the financial, personnel, and other resource needs for beginning a new program or service, for constructing new facilities, or for acquiring new or replacement capital equipment; and assess the relative priorities or services and needs and allocation of present and future resources; and
- c. Communicate strategic, operational, capital, human resources, information management, and corporate compliance plans to Medical Staff members.

#### 1.3.8 **Bylaws Review**

- a. Conduct periodic review of the Medical and Dental Staff Bylaws, Rules and Regulations, and policies; and
- b. Submit written recommendations to the MEC and to the Board for amendments to the Medical and Dental Staff Bylaws, Rules and Regulations, and policies.

#### 1.3.9 **Nominating**

- a. Identify nominees for election to the officer positions and to other elected positions in the Medical Staff organizational structure; and
- b. In identifying nominees, consult with members of the staff, the MEC, and administration concerning the qualifications and acceptability of prospective nominees.

# 1.3.10 Infection Control Oversight

- a. The Medical Staff oversees the development and coordination of the hospital-wide program for surveillance, prevention, implementation, and control of infection;
- b. Develop and approve policies describing the type and scope of surveillance activities including:
  - Review of cumulative microbiology recurrence and sensitivity reports;
     Determination of definitions and criteria for healthcare acquired infections;
  - ii. Review of prevalence and incidence studies, as appropriate; and
  - iii. Collection of additional data as needed.
- c. Approve infection prevention and control actions based on evaluation of surveillance reports and other information;
- d. Evaluate, develop, and revise a surveillance plan for all sampling of personnel and environments annually;
- e. Develop procedures and systems for identifying, reporting, and analyzing the incidence and causes of infections:
- f. Institute any surveillance, prevention, and control measures or studies when there is reason to believe any patient or personnel may be at risk;
- g. Report healthcare acquired infection findings to the attending physician and appropriate clinical or administrative leader; and
- h. Review all policies and procedures on infection prevention, surveillance, and control at least biannually.

# 1.3.11 Pharmacy and Therapeutics Functions

- a. Maintain a formulary of drugs approved for use by the hospital;
- b. Create treatment guidelines and protocols in cooperation with medical and nursing staff including review of clinical and prophylactic use of antibiotics;
- c. Monitor and evaluate the efforts to minimize drug misadventures (adverse drug reactions, medication errors, drug/drug interactions, drug/food interactions, pharmacist interventions);
- d. Perform drug usage evaluation studies on selected topics;

- e. Perform medication usage evaluation studies as required by The Joint Commission an applicable CMS approved accrediting organization;
- f. Perform practitioner analysis related to medication use;
- g. Approve policies and procedures related to The Joint Commission Patient Care Standardsapplicable accreditation standards: to include the review of nutrition policies and practices, including guidelines/protocols on the use of special diets and total parenteral nutrition; pain management; procurement; storage; distribution; use; safety procedures; and other matters relating to medication use within the hospital;
- h. Develop and measure indicators for the following elements of the patient treatment functions:
  - i. Prescribing/ordering of medications;
  - ii. Preparing and dispensing of medications;
  - iii. Administrating medications; and
  - iv. Monitoring of the effects of medication.
- i. Analyze and profile data regarding the measurement of patient treatment functions by service and practitioner, where appropriate;
- j. Provide routine summaries of the above analyses and recommend process improvement when opportunities are identified;
- k. Serve as an advisory group to the hospital and Medical Staff pertaining to the choice of available medications; and
- 1. Establish standards concerning the use and control of investigational medication and of research in the use of recognized medication.

# 1.3.12 Practitioner Wellness

- a. Evaluate the credibility of a complaint, allegation, or concern and establish a program for identifying and contacting practitioners who have become professionally impaired, in varying degrees, because of drug dependence (including alcoholism) or because of mental, physical, or aging problems. Refer the practitioner to appropriate professional internal or external resources for evaluation, diagnosis, and treatment;
- b. Evaluate the credibility of a complaint, allegation, or concern and establish a program for managing instances of inappropriate professional conduct, disruptive behavior, and harassment.
- c. Establish programs for educating practitioners and staff to prevent substance dependence and recognize impairment;
- d. Notify the impaired practitioner's Department Chief and the MEC whenever the impaired practitioner's actions could endanger patients. The existence of the Professional Review Committee does not alter the primary responsibility of the Department Chief for clinical performance within that Chief's Department;
- e. Create opportunities for referral (including self-referral) while maintaining confidentiality to the greatest extent possible; and

f. Report to the MEC all practitioners providing unsafe treatment so that the practitioner can be monitored until his/her rehabilitation is complete and periodically thereafter. The hospital shall not reinstate a practitioner until it is established that the practitioner has successfully completed a rehabilitation program in which the hospital has confidence.

# 1.3.13 Utilization Management

- a. Study recommendations from Medical Staff members, quality assessment coordinators and others to identify problems in utilization and the review program;
- b. Monitor the effectiveness of the review program and perform retrospective review in cases identified through the utilization management process;
- c. Forward all unjustified cases in any review category to the appropriate Department or committee for review and action;
- d. Review case-mix financial data and any other internal/external statistical data;
- e. Upon review of any data, conduct further studies, perform education or refer the data to the Medical Staff peer review committee for their review and action;

#### 2.1 MEDICAL STAFF COMMITTEES

#### 2.1.1 **General**.

The following shall be the standing committees of the Medical Staff: Medical Executive Committee, Credentials Committee, Professional Improvement Committee, Bylaws Committee, Professional Review Committee, and Nominating Committee. A committee shall meet as often as necessary to fulfill its responsibilities. Standing committees of the Medical Staff shall maintain a permanent record of its proceedings and actions and shall report its findings and recommendations ultimately to the MEC. The Chief of Staff may appoint additional ad hoc committees for specific purposes. Ad hoc committees will cease to meet when they have accomplished their appointed purpose or on a date set by the Chief of Staff when establishing the committee. The Chief of Staff and the CEO, or their designees, are ex officio members of all standing and ad hoc committees.

Committee members may be removed from the committee by the Chief of Staff or by action of the MEC for failure to remain a member of the Medical Staff in good standing or for failure to adequately participate in the activities of the committee. Any vacancy in any committee shall be filled for the remaining portion of the term in the same manner in which the original appointment was made.

Medical staff members may be appointed to hospital committees. Actions taken by hospital committees that affect the practice of practitioners with privileges must have those actions approved by the MEC prior to going into effect.

- 2.1.2 **Medical Executive Committee.** See UMC Bylaws, Part I: Governance, Section 6.2.
- 2.1.3 **Credentials Committee**. See UMC Bylaws, Part III: Credentials Procedures Manual, Section 1.

# 2.1.4 **Professional Improvement Committee**

- a. Composition: The Professional Improvement Committee shall consist of at least fourteen (14) voting members with each Medical Staff Department having one representative as set forth in the Professional Improvement Committee Charter. Current Department Chiefs are ineligible to simultaneously serve as voting PIC members. The Professional Improvement Committee shall include a Professional Improvement Committee Chair who shall be appointed by the Chief of Staff. The CEO (or designee), Chief of Staff (or designee),-and the Hospital Quality Director/Support Staff are exofficio members of the Professional Improvement Committee without a vote.
- b. **Responsibilities:** The committee shall be responsible for those functions described in section 1.3.2.

#### 2.1.5 **Bylaws Committee**

a. **Composition:** The Bylaws Committee shall consist of at least five (5) members. These will be chosen from the Active Medical and Dental Staff membership, with no more than two (2) members from any department, inclusive of key hospital leadership personnel.

b. **Responsibilities:** The Bylaws Committee shall meet at least twice a year and as often as necessary to review and to make recommendations concerning the Bylaws to the Medical Executive Committee and the General Staff. The committee shall be responsible for those functions described in section 1.3.8 above

#### 2.1.6 **Professional Review Committee**

- a. **Composition:** The Professional Review Committee shall consist of the Chief of Staff (or Designee), PRC Chair or PRC Vice-Chair, Chief Medical Officer (CMO), Department Chief or Vice Chief of the relevant Medical Staff Department and up to three (3) additional members of the Active Medical Staff. The PRC Chair and Vice-Chair shall be appointed by the Chief of Staff for a two-year term.
- b. **Responsibilities:** This committee shall be responsible for those functions described in section 1.3.12 above and issues involving professional conduct.

# 2.1.7 **Nominating Committee**

- a. **Composition:** The Nominating Committee shall be a special committee and shall consist of five (5) members of the Active Staff appointed by the Chief of Staff. The Committee will meet in October of the election year and forward its recommendations for candidates for office to the Active Staff. To avoid conflict of interest, members who desire to run for office shall not be appointed to the Nominating Committee.
- b. **Responsibilities:** The committee shall:
  - i. Develop criteria for leadership positions to include tenure, leadership training, previous experience in leadership positions and character; and
  - ii. Provide an annual slate of nominees for the elected Medical Staff positions;

#### 2.1.8 Advanced Practice Professional (APP) Committee

- a. **Composition**: The APP committee shall consist of at least three (3) credentialed Advanced Practice Professionals who are Active Medical Staff where eligible. The APP chair will be appointed by the Chief of Staff for a period of two (2) years. Members shall be representative of the categories of APPs practicing in the hospital when possible (APRN, PA, CRNA, etc.), and adjunct members will be invited at the discretion of the Chair.
- b. Responsibilities: The APP committee is a multidisciplinary committee responsible for providing representation and coordination in all APP-related medical staff functions. The APP committee will develop and update APP core and specialty delineation of privilege documents to be aligned with current practice and applicable legal and regulatory requirements. The APP committee will oversee hospital policies that uniquely address APP practice or scope of practice. The APP committee will advise MEC committees and actively participate when APP practice and/or scope of practice are addressed. This includes consultation on items pertaining to quality, behavior, or privileging where advocacy or clarification is needed pertaining to APP practice and/or scope of practice.

#### 2.2 HOSPITAL COMMITTEES

#### 2.2.1 General

In addition to the Medical Staff Committees enumerated in Section 2.1, the following Hospital committees involve certain responsibilities of the Medical Staff: Burn Care Ad Hoc Committee, Cancer Committee, Center for Quality & Patient Safety Committee, Critical Care Committee, Education Committee, Ethics Committee, , Joint Conference Committee, Infection Control Committee, Institutional Review Board, P&T Committee, Point of Care Testing, Stroke Committee, Transfusion Care Committee, and Utilization Management Committee.

#### 2.2.2 Burn Care Ad Hoc Committee

- a. Composition: The Burn Care Ad Hoc Committee shall consist of all Physicians or Dentists on the Burn Care call panel, unit manager, charge nurse, and representatives from Occupational Therapy, Dietary, Social Services, Pharmacy, and other hospital services as required.
- b. **Responsibilities:** The purpose of the Burn Care Ad Hoc Committee is to assure access to a high level of care for all burn patient admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, maintenance of a burn care product formulary, coordination of multidisciplinary services, and audit of care.

#### 2.2.3 Cancer Committee

- a. Composition: The Cancer Committee shall consist of those physicians required by the Commission on Cancer who are members of the Medical and Dental Staff. They will be appointed by the Chair or Cancer Liaison Physician according to the requirements of the Commission on Cancer. The Chair of the Cancer Committee shall be appointed by the Chief of Staff in consultation with the CEO. Other ex-officio members without vote shall include a representative from Administration, Nursing, Social Service/hospice, Performance Improvement, Cancer Registry, and Rehabilitation. When necessary, committee composition may be adjusted as appropriate to maintain certification by the American College of Surgeons Commission on Cancer as a Hospital Cancer Program.
- b. **Responsibilities:** The purpose of the Cancer Committee is to assure access to a high level of care for all cancer patients admitted to the hospital or outpatient clinic. Assurance of that care shall include education of patients and staff, clinical conferences, audit of care and maintenance, and review of a database. It shall also provide for a Clinical Tumor Board for case evaluation and review. The committee provides program leadership with duties as described in the Standards of the Commission on Cancer.

#### 2.2.4 Education Committee

- a. **Composition:** The Education Committee shall consist of seven (7) or more members of the Medical & Dental Staff. The members of the Medical Education Committee should be keenly interested in education and represent the major specialties and services. The members shall be appointed by the Chief of Staff, in consultation with the CEO, with approval of the Medical Executive Committee. The Administrative Director of Medical Education shall be a member, ex-officio, of the Education Committee, without vote. Voting members of the Education Committee shall serve a term of two (2) calendar years. Voting members will be replaced as needed by the Chief of Staff, in consultation with the CEO. One or more of the members will serve on The Center for Quality & Patient Safety Committee. The Chair of the Education Committee shall be appointed by the CEO, in consultation with the Chief of Staff.
- b. Responsibilities: The Education Committee shall be concerned with the planning and recommendation of all aspects of the Continuing Medical Education programs at University Medical Center. The Administrative Director of Medical Education, in collegial consultation with the Education Committee, is responsible for the coordination and execution of said programs. The Education Committee will ensure that all Physician or Dentist programs presented at University Medical Center adhere to the accreditation guidelines as set forth by the Nevada State Medical Association as established by the Accreditation Council for Continuing Medical Education of the American Medical Association, as well as meet program goals and objectives. The Education Committee shall plan and develop educational programs based on audit studies, Medical & Dental Staff survey of perceived educational needs, new advances in knowledge, new techniques and equipment, hospital statistics, recommendation of departmental chairs and needs apparent from Committee reports.

#### 2.2.5 Ethics Committee

- a. **Composition:** The Ethics Committee will be appointed by the Chief of Staff, in consultation with the CEO, to serve a two (2) year term consisting of the following voting Members: Six (6) members of the active staff, one (1) member of the resident/fellow staff from the program relevant to the case will be appointed on a case by case basis, two (2) lay representatives from the community, one (1) from clergy, and two (2) members of the Nursing staff. The Committee will meet on an ad hoc basis to address specific situations concerning ethical matters and questions regarding patients' rights.
- b. **Responsibilities:** Ethical questions and concerns which arise in the hospital may be brought before this Committee by any member of the Medical & Dental Staff, Nursing staff, Advanced Practice Professional staff of this hospital, a patient or family member of the patient, a person having durable power of attorney for the patient, or other committees of the Medical and Nursing staffs of the hospital. The Committee can be contacted through the Medical Staff Office during regular business hours or through the On Duty Administrator during non-business hours. The Committee shall have the final determination as to the appropriateness of the request. Requests accepted by the Committee will be finalized with a written consultation that is included in the patient's chart. Copies of this consultation are available for the patient's Physician or Dentist and the Medical Executive Committee.

#### 2.2.6 Infection Control Committee

- a. Composition: The Infection Control Committee shall include attendance by representatives from the Medical & Dental Staff, Administration, Nurse Epidemiologist, Employee Health Nurse, Director of Cardiology, Clinical Manager of MICU/SICU/NSCU and Director of Maternal Child Health with attendance, as needed by Director of Human Resources, Director of Environmental Services, Microbiology, Sterile Processing, Director of Food and Nutritional Services, Director of Plant Operations, Director of Pharmaceutical Services, Operating Room Coordinator, Chief Respiratory Therapist, and the Clark County Health District will be requested.
- b. **Responsibilities:** The purpose of the Infection Control Committee is to develop recommendations to insure there shall be an effective Infection Control Program within the hospital. The Committee is delegated by the Medical and Dental Staff to conduct continuous, ongoing review of antibiotic and drug monitoring which is in conformance with the standard of the Joint Commission on Accreditation of Hospitalsstandards of an applicable CMS approved accreditation organization for infection control, and which meets the need of the hospital. The Committee shall meet as needed, but at least in accordance with Joint Commissionapplicable accreditation, State, and other regulatory agency requirements, and is responsible to the Medical Executive Committee.

#### 2.2.7 Institutional Review Board

- a. **Composition:** Membership must be comprised of at least five members with varying backgrounds to promote complete and adequate review of research activities commonly conducted at University Medical Center. Membership will consist of at least one member whose primary concerns are in the scientific area and at least one member whose primary concerns are in non-scientific areas. The IRB may not consist entirely of members of one profession or gender. There will be at least one member who is not affiliated with the hospital and is not part of the immediate family of a person who is affiliated with the hospital. Physician or Dentist members of the IRB must maintain Active status on the Medical and Dental Staff of University Medical Center, unless specifically exempted by the Board Chairperson.
- b. **Responsibilities:** The Institutional Review Board reviews, approves, monitors and evaluates research projects and clinical investigations to be conducted and/or in progress, at the Hospital, following written procedures and criteria for reviewing and monitoring studies and observing all requirements of appropriately empowered regulatory authorities. It meets at least six times per year, and may meet monthly or at other times as deemed necessary by the Board Chairperson. Board minutes will be made available to the Joint Conference and the Medical Executive Committee.

#### 2.2.8 **Point of Care Testing Committee**

- a. **Composition:** The Point of Care Committee shall consist of members of the Medical & Dental Staff, Allied Health Professionals, and employees of UMC, selected by the Chairman, that are stakeholder representatives.
- b. **Responsibilities:** The Point of Care Committee is a multidisciplinary committee established to govern all Point of Care Testing activities at UMC. The Committee is responsible to approve point of care devices and monitor regulatory compliance to ensure the highest level of care to all patients receiving services at any UMC facility. It shall meet quarterly, and is responsible to the Medical Executive Committee.

#### 2.2.9 Quality & Patient Safety Committee

- a. Composition: Quality & Patient Safety Committee consist of representatives from various departments including: Administration, Clinical Quality and Patient Safety, Nursing Quality, Infection Control, Pharmacy, HIM, Medical Staff Nursing Administration, Nursing Units, Laboratory, Clinical Engineering, Food Services, Imaging Services, Primary Care and Urgent Care, Transplant Services, Human Resources and Disease Specific Services. The CEO, in consultation with the Chief of Staff, will appoint a Physician Representative and Chair to the Quality and Patient Safety Committee. Other members of the medical staff may participate as deemed necessary.
- b. **Responsibilities:** The Quality and Patient Safety program is responsible to monitor, evaluate and improve the quality of care provided throughout the organization in accordance with the annual Quality and Patient Safety Plan. Objectives, scope of service, responsibilities, evaluation, prioritization and performance improvement will be conducted in accordance with the annual Quality and Patient Safety Plan. The Quality and Patient Safety Committee will evaluate the effectiveness of the Quality program annually and will present its results to the Quality and Patient Safety Committee, the Medical Executive Committee and the Governing Board.

#### 2.2.10 Stroke Committee

- a. **Composition:** The Stroke Committee shall be multidisciplinary and chaired by the Stroke Medical Director. The Committee shall meet a minimum of every other month or more frequently as determined by the Medical Director. All participants will be eligible to vote on all issues.
- b. Responsibilities: The Stroke Committee is responsible for the development, implementation and monitoring of the Stroke Program. Committee functions include establishing policies and procedures, reviewing process and system issues, review and analysis of process and outcome indicators. The Committee will strive to ensure that Stroke Care provided at University Medical Center meets standards of care as defined by current evidence and literature.

#### 2.2.11 Trauma Committee

- a. Composition: The trauma committee shall consist of at least five (5) members of the Medical Staff. It shall also have hospital representatives as appointed by the CEO to fulfill requirements of the American College of Surgeons to comply with the guidelines for an ACS Verified trauma center and any State of Nevada Trauma Center designation guidelines.
- b. Responsibilities: The committee develops policies and procedures for the trauma service, oversees the on-call schedule, develops trauma-related educational programs based on the results of its evaluation of trauma care and programs on trauma prevention for the community, evaluates human and equipment resources and makes recommendations for capital expenditures, reviews the trauma registry, and reviews, evaluates, and discusses the quality of care in cases of adverse outcomes (complications and deaths) particularly focusing on those deaths statistically expected to survive, which were identified using outcome norms. Reviews monthly statistics based on injury severity score and revised trauma score as they relate to outcomes and provides a trend analysis of complications.

#### 2.2.12 Utilization Management Committee

- a. **Composition:** The UMC Utilization Management Committee shall consist of two or more practitioners that carry out the utilization review function. At least two of these members of the committee must be doctors of medicine or osteopathy and one must be a staff member of the institution. The other members may be any of the other types of practitioners and can include other Leadership members.
- b. **Responsibilities:** This committee shall be responsible for the functions described in section 1.3.13 above.

#### 3.1 Confidentiality of Information

To the fullest extent permitted by law, the following shall be kept confidential:

- Information submitted, collected, or prepared by any representative of this or any other healthcare facility or organization or Medical Staff for the purposes of assessing, reviewing, evaluating, monitoring, or improving the quality and efficiency of healthcare provided;
- b. Evaluations of current clinical competence and qualifications for staff appointment/affiliation and/or clinical privileges or specified services; and
- c. Contributions to teaching or clinical research; and
- d. Determinations that healthcare services were indicated or performed in compliance with an applicable standard of care.

This information will not be disseminated to anyone other than a representative of the hospital or to other healthcare facilities or organizations of health professionals engaged in official, authorized activities for which the information is needed. Such confidentiality shall also extend to information provided by third parties. Each practitioner expressly acknowledges that violations of confidentiality provided here are grounds for revocation of staff appointment/affiliation and/or clinical privileges or specified services.

#### 3.2 Immunity from Liability

No representative of this healthcare organization shall be liable to a practitioner for damages or other relief for any decision, opinion, action, statement, or recommendation made within the scope of his/her duties as an official representative of the hospital or Medical Staff when done in good faith and without malice. No representative of this healthcare organization shall be liable for providing information, opinion, counsel, or services to a representative or to any healthcare facility or organization of health professionals concerning said practitioner. The immunity protections afforded in these Bylaws are in addition to those prescribed by applicable state and federal law.

#### 3.3 Covered Activities

The confidentiality and immunity provided by this article apply to all information or disclosures performed or made in connection with this or any other healthcare facilities or organization's activities concerning, but not limited to:

- a. Applications for appointment/affiliation, clinical privileges, or specified services;
- b. Periodic reappraisals for renewed appointments/affiliations, clinical privileges, or specified services;
- c. Corrective or disciplinary actions;
- d. Hearings and appellate reviews;
- e. Quality assessment and performance improvement/peer review activities;
- f. Utilization review and improvement activities;

- g. Claims reviews;
- h. Risk management and liability prevention activities; and
- i. Other hospital, committee, Department, or staff activities related to monitoring and maintaining quality and efficient patient care and appropriate professional conduct.

#### 3.4 Releases

When requested by the Chief of Staff or designee, each practitioner shall execute general and specific releases. Failure to execute such releases shall result in an application for appointment, reappointment, or clinical privileges being deemed voluntarily withdrawn and not processed further.

#### 3.5 Conflict of Interest

A member of the Medical Staff requested to perform a board designated Medical Staff responsibility (such as credentialing, peer review or corrective action) may have a conflict of interest if they may not be able to render an unbiased opinion. An absolute conflict of interest would result if the physician is the practitioner under review, his/her spouse, or his/her first degree relative (parent, sibling, or child). Potential conflicts of interest are either due to a provider's involvement in the patient's care not related to the issues under review or because of a relationship with the physician involved as a direct competitor, partner, or key referral source. It is the obligation of the individual physician to disclose to the affected committee the potential conflict. It is the responsibility of the committee to determine on a case-by-case basis if a potential conflict is substantial enough to prevent the individual from participating. When a potential conflict is identified, the committee chair will be informed in advance and make the determination if a substantial conflict exists. When either an absolute or substantial potential conflict is determined to exist, the individual may not participate or be present during the discussions or decisions other than to provide specific information requested.

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

Issue:	Report of an Emergency Contract Action for Water Main/Pipe Repairs	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board receive a report on the emergency repairs of deteriorated sanitary/domestic water main/pipes; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund #: 5430.011 Fund Name: UMC Operating Fund

Fund Center: 999901 Funded Pgm/Grant: N/A

Amount: \$697,126.29 chilled water line repair Description: Report of an Emergency Contract Action

#### **BACKGROUND:**

On June 14, 2024, a failure of a deteriorated metal "main" domestic water line system resulted in emergency repairs to restore water flow to the southern section of the UMC campus. The water line needed to be repaired immediately to prevent further water flow disruption.

Since the initial repair, the contractor has identified additional issues far beyond the original problems first encountered. Necessary repairs are required immediately on additional damaged or non-compliant pipes both on sanitary and domestic water lines: a domestic water line leaking under the Reflection room, another deteriorated sewer line, and an 8-inch old fire line which blew out adjacent to the entrance off Charleston Blvd. These additional repairs resulted in a cost to UMC of \$697,126.29.

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

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

In accordance with NRS 338.011 (2), if the public body or its authorized representative determines that an emergency exists, a contract or contracts necessary to contend with the emergency may be let without complying with the requirements of this chapter. If such emergency action was taken by the authorized representative, he or she shall report it to the public body at its next regularly scheduled meeting.

These repairs are needed immediately to prevent further water flow disruption to the UMC campus which would compromise patient safety.

Cleared for Agenda October 30, 2024

Agenda Item#

7

This report was received by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting.

### UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA **SERVICES AGREEMENT**

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

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

MASON VAN HOUWELING

Chief Executive Officer

Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

COMPANY:

HOSPITAL:

NAME: Mike Walsh

Title: Business Unit Executive

Address: 3030 S Highland Dr., Las Vegas, NV 89109

#### **Terms and Conditions**

- TERM. The term of this Agreement shall commence on the date of last signature by the Parties below (the "Effective Date") and shall continue for a term of one (1) year or upon Project completion, whichever occurs sooner (the "Term").
- COMPENSATION. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the fixed not-to-exceed fee of \$697,125.00. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice/progress bill that has been reviewed and approved by HOSPITAL. HOSPITAL may subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY. Invoices/progress bills shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
- RESPONSIBILITY OF COMPANY. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non-Credentialed / Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment) and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agrees that for a period of one (1) year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, Estable, 190 of 394 and local laws, ordinances and codes. COMPANY shall leave the premises and work site in a neat, clean, and safe condition. In the event of failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this section at COMPANY's expense.

SUBCONTRACTS. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.

- EQUIPMENT AND MATERIALS. COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.
- TIME SCHEDULE. Time is of the essence of this Agreement. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval. In the event that COMPANY fails to complete the PROJECT within the time specified in this Agreement, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to

prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time specified in this Agreement or any extensions thereof, COMPANY shall pay to HOSPITAL as liquidated damages the sum of \$100.00 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the

- TERMINATION. This Agreement will terminate automatically if all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or COMPANY is adjudged bankrupt. This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience. If the provisions of NRS 338.130 are not complied with by COMPANY, this Agreement is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Agreement void.
- BUDGET ACT/FISCAL FUND OUT. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the Parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 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.
- INSURANCE. COMPANY shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- 10. NOTICES. Any notice required to be given hereunder shall be deemed to have been given when received by the Party to whom it is directed by personal service, hand delivery, certified U.S. mail, or return receipt requested, at the addresses listed on page 1 of this Agreement.
- 11. INDEMNITY. COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorney's fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.
- 12. GOVERNING LAW/VENUE. Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the Parties agree to submit to non-binding mediation. COMPANY shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this Agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference.
- PUBLIC RECORDS. COMPANY acknowledges that HOSPITAL is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement that COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of COMPANY document in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.
- 14. PROHIBITION AGAINST ISRAEL BOYCOTT. In accordance with Nevada Revised Statute 332.065, COMPANY certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.
- 15. MISCELLANEOUS. COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other Party or its facilities with respect to this Agreement without the prior written consent of the other Party. COMPANY warrants that it is has a valid Clark County Business License and 191 of 394 will maintain such licensure through the duration of this Agreement. COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

# EXHIBIT A SCOPE OF WORK



October 11, 2024

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

Attn: Monty Bowen

William Rawlinson

Re: Emergency Repair- Broken Water Fire Line and Sewer Mains

Martin Harris working with the UMC facilities personnel have observed previously undiscovered additional compromised domestic water piping/fire line. The additional water line is actively leaking under the slab near Surgical Services Recovery room. Temporary steps have been taken to mitigate the leak by reducing water flow. The remaining 7 Story Tower system 4 fire water feed is completely deteriorated to the point of imminent failure. Additionally, while performing this discovery, the main sewer lines from the South Tower and Round building experienced 2 major backups and it became necessary to investigate the cause. It was discovered the clay tile piping was compromised and leaking into the surrounding soil causing saturation near the structure of both towers.

Additional emergency funds are being requested to complete repairs on observed compromised 7 Story Tower - System 4 Fire Line, sanitary line, and to correct/restore proper water pressurization to the 7 Story Tower and the South/Round Buildings.

#### General Requirements:

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

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

#### **DEMOLITION:**

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

#### REMOVE AND REPLACEMENT OF PIPE:

1. This additional NTE price includes the removal and replacement of 2 sewer mains, fire system line, and repairing/replacing domestic water feed for the 7 Story Tower, South and Round Buildings.

TOTAL NTE PROPOSAL: \$697,125.00 (Six hundred and ninety seven thousand, one hundred and twenty-five dollars)

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

Kristy Staff

Project Manager

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# EXHIBIT B INSURANCE REQUIREMENTS

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

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

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- M. <u>Damages</u>: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- Insurance Submittal Address: All Insurance Certificates requested shall be sent to University Medical Center of Southern Nevada, Attention: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102.
- P. Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.
  - 2. COMPANY's name, complete address, phone and fax numbers.
  - 3. Insurance Company's Best Key Rating

- 4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - Products Completed Operations Aggregate (\$2,000,000)
- 5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- 6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
- 7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
- 8. Description: Name of Project (must be identified on the initial insurance form and each renewal form).
- 9. Certificate Holder:

University Medical Center of Southern Nevada c/o Legal Department 1800 W. Charleston Blvd. Las Vegas, Nevada 89102

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER		CONTACT NAME:							
<ol> <li>INSURANCE BROKER'S NAI ADDRESS</li> </ol>	ME PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.) BROKER'S FAX NUMBER						
	E-MAIL ADDRESS;	BROKER'S EMAIL ADDRESS							
		INSURER(S) AFFORDING COVERAGE		NAIC#					
INSURED	INSURER A:		COM	SIVING					
2. //TYPE/I'S NAME ADDRESS	INSURER B:		REC	1 2 55 W 5 Wood					
PHONE & FAX NUMBERS	INSURER C:		David America	ingent of the three of					
	INSURER D:		RA	CINIC					
	INSURER E:								
	INSURER F:								
COVEDAGES	CERTIFICATE MUMPER	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	DEVICION &	II IMDED.					

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	Limits		
4.	GENERAL LIABILITY			(A)	(8)	(C)	EACH OCCURRENCE	\$(D)	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	\$(F)	5,000
		Х					PERSONAL & ADV INJURY	\$(G)	1,000,000
							GENERAL AGGREGATE	\$(H)	2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I)	2,000,000
	POLICY X PROJECT LOC						DEDUCTIBLE MAXIMUM	\$	25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M)	1,000,00
İ	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	v					BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS	Х					PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS							\$	
	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	х					E,L. EACH ACCIDENT	\$	
	(Mandatory in NH) describe under						E.L. DISEASE E.A. EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(N)	(0)	(P)	AGGREGATE	\$(Q)	1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U)	300,000

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

#### 9. CERTIFICATE HOLDER

#### CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER:	COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CONTRACT NAME: Emergency Repair - Broken Water Fire Line and Sewer Mains

# THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY ADDITIONAL INSURED — DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

#### **SCHEDULE**

Name of Person or Organization:

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

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

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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

Issue:	Therapeutic Apheresis Services Agreement with Vitalant	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 Therapeutic Apheresis Services Agreement with Vitalant; and to exercise any extension/renewal options; or take action as deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000707000 Funded Pgm/Grant: N/A

Description: Therapeutic Apheresis Services

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

Term: Three years; with two, 1-year options

Amount: \$3,000,000.00 for 5 years Out Clause: 30 days w/o cause

Budget Act and Fiscal Fund Out

#### **BACKGROUND:**

This request is to enter into a new agreement with Vitalant to provide Therapeutic Apheresis Services to hospital patients on-site. Vitalant will provide the equipment, supplies, and disposals, and qualified medical and technical support personnel to conduct such services.

The term of the agreement is for three years; with two, 1-year options to renew. Staff also request Board 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.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda October 30, 2024

Agenda Item #

8



#### THERAPEUTIC APHERESIS SERVICES AGREEMENT

This Therapeutic Apheresis Provider Service Agreement ("Agreement") is by and between Vitalant, an Arizona nonprofit corporation, ("Vitalant") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Provider"). VITALANT and Provider may be referred to herein individually as a "Party," or collectively as the "Parties."

#### **RECITALS**

WHEREAS, Provider desires to have VITALANT provide therapeutic apheresis services for patients on Provider's premises under the direction and control of an attending physician with clinical privileges on Provider's Medical Staff ("Attending Physician");

WHEREAS, VITALANT is willing to provide therapeutic apheresis services for Provider's patients, and is willing to provide equipment and technical support to conduct such services; and

WHEREAS, VITALANT and Provider wish to have an agreement setting forth the terms and conditions of providing such services.

NOW THEREFORE, for good and valuable consideration, the Parties hereby agree as follows:

#### 1. Term of Agreement

- 1.1 **Term.** The term of this Agreement shall be begin on July 1<sup>st</sup>, 2024 (the "Effective Date"), and end on June 30<sup>th</sup>, 2027 (hereafter, the "Initial Term"), unless either Party terminates this Agreement pursuant to the provisions of Section 1 herein. The Agreement has the option to renew for for an additional two (2) one(1) -year periods ("Extension Term") upon written notice to VITALANT. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term". Either Party can provide notice of non-renewal no less than thirty (30) days prior to the expiration of the then current term.
- 1.2 **Termination without Cause.** This Agreement may be terminated without cause by any of the Parties upon thirty (30) days' prior written notice to the other Party.

**Termination for Default.** This Agreement may be terminated by either party upon thirty (30) calendar days' written notice of a material breach of the terms and conditions of the Agreement. If the breaching party fails to cure the breach within the thirty (30) calendar days period, this Agreement shall automatically terminate on the thirty-first (31) day.

#### 2. Therapeutic Apheresis Services and VITALANT Responsibilities

- VITALANT Therapeutic Apheresis Services. Pursuant to a written order from the Attending Physician and upon consent from the patient or the patient's legal representative, VITALANT shall perform therapeutic apheresis services for Provider's patients as described in this Agreement. During the performance of the therapeutic apheresis services, VITALANT personnel will monitor the patient and report any progress and/or complications to the Attending Physician or the Provider's representative. Other than the apheresis services, under no circumstance shall VITALANT perform patient care or treatment duties, which duties shall be the responsibility of the Provider and Attending Physician.
- 2.2 Technical Personnel and Equipment. VITALANT shall use its own equipment, supplies and disposables to render therapeutic apheresis services. VITALANT shall provide qualified and trained medical and technical support personnel necessary to operate the therapeutic apheresis equipment. VITALANT shall be responsible for proper equipment maintenance. In the event that Provider requires VITALANT to use Provider's equipment, supplies and disposables to render services under this Agreement, VITALANT is not liable for any maintenance or loss that arises out of the use of such equipment, suppliers or disposables, except to the extent that such maintenance is required or loss results due to VITALANT's misuse of the equipment, supplies or disposables. The Parties agree that the VITALANT technical support personnel shall act under the direction of the VITALANT Medical Director. The procedure will be performed in accordance with VITALANT's policies and procedures and, if applicable, Provider's policies and procedures.
- 2.3 Medical Director. Provider and VITALANT agree that the VITALANT Medical Director shall provide consultation services upon the request of the Attending Physician, including: the clinical indications for the therapeutic apheresis procedure, appropriate replacement fluid selection and balance, and other aspects related to the therapeutic apheresis procedure. The VITALANT Medical Director will consult with the Attending Physician, as needed, regarding complications and modification of treatment regimen.
- 2.4 Informed Consent. Provider and Attending Physician are responsible for obtaining and documenting informed consent from the patient or patient's legally authorized representative, and assuring that the risks and benefits of therapeutic apheresis services have been adequately explained to the patient. VITALANT may also request informed consent documentation from the patient or patient's legally authorized representative before performing the services.

- 2.5 **Maintenance of Records, Licenses and Permits.** VITALANT warrants the possession of all licenses and/or permits necessary to provide the Services as required by the laws of the United States, the State of Nevada and Clark County. Failure to maintain these licenses and permits shall constitute grounds for the termination of this Agreement by Hospital. VITALANT shall be responsible for assuring the quality of the Services, including monitoring of professional personnel provided by VITALANT, timeliness of service and other regulatory requirements.
- 2.6 General. In performing its services and obligations under this Agreement, VITALANT represents and warrants that it shall: (a) render its services in an efficient, professional and high quality manner in accordance with industry standards; (b) perform necessary record keeping functions for the therapeutic apheresis services as the Provider and VITALANT from time to time reasonably prescribe; (c) complete all forms or reports as reasonably requested by the Provider; (d) permit Provider and its representatives at all reasonable times to observe and review the services and equipment relating to therapeutic apheresis; (e) abide by all policies and procedures that Provider may from time to time request be followed in connection with the therapeutic apheresis services; and (f) comply with all applicable laws, rules, regulations, ordinances and orders.

#### 3. Provider Responsibilities

3.1 Patient Care. The ongoing treatment and care of the patient shall be the responsibility of the Provider, its employees and the Attending Physician. The Attending Physician is responsible for determining the medical necessity, type and frequency of the therapeutic apheresis procedure, replacement fluids, and ensuring that informed consent has been obtained. The Attending Physician will be responsible for requesting, ordering and supervising all therapeutic apheresis procedures for both inpatients and outpatients, including any required follow-up care and assessment of clinical efficacy. The Attending Physician will be responsible for placement and maintenance of any central line the patient may require. Provider's physicians shall be active members of the Medical Staff and properly credentialed by the Provider to order and supervise therapeutic apheresis procedures. Additionally, Provider shall ensure that support staff are available as may be reasonably necessary to assist and care for the patient if a medical necessity arises during the provision of apheresis services, including but not limited to, medical and surgical technicians and the resuscitation/code team. Provider shall be responsible for providing all supportive medical services, including, but not limited to, the preparation and supply of replacements fluids prior to performance of therapeutic apheresis services.

- 3.2 **Quality Reviews.** Provider shall include VITALANT or the VITALANT Medical Director in discussions, quality reviews, or critique of the therapeutic apheresis services to facilitate improvements and enhancements in the services.
- 3.3 **Compliance with Law.** Provider shall comply with all applicable laws, rules, ordinances, orders and standards relating to therapeutic apheresis.
- 3.4 Storage. Upon the request of VITALANT, and at no additional cost, Provider shall provide VITALANT a safe and secure storage area with adequate temperature monitoring on the premises of the Provider to keep and maintain the technical equipment and related supplies necessary to carry out the terms and conditions of this Agreement. The Provider shall be responsible only for equipment loss or damage during storage, which is caused by gross negligent acts or omissions by the Provider, its agents or employees.
- 3.5 **Technical Personnel and Access.** Provider shall provide security badges, parking access, and access to Provider's premises to perform the services pursuant to this Agreement, subject to VITALANT personnel complying with any reasonable requirements established by the Provider. Provider shall be responsible to train VITALANT technical personnel on applicable Provider policies and procedures. VITALANT technical personnel training shall also include specific software programs and/or manual documentation requirements specific to the Provider's facility.
- 4. Service Fees. The service fees that will be charged by VITALANT for the therapeutic apheresis performed pursuant to this Agreement are set forth on the Therapeutic Apheresis Fee Schedule, attached hereto as Exhibit A. Provider agrees to pay VITALANT within thirty (30) days of receipt of a correct invoice from VITALANT for services provided by VITALANT. If Provider's account is more than thirty (30) days past due, VITALANT reserves the right to require Provider to pay for all future services on a Cash-on-Delivery ("COD") or Cash-in-Advance ("CIA") basis. VITALANT will not bill the Provider's patients or their third-party payors directly.
- 5. Invoicing. VITALANT shall submit an invoice to Provider as services are provided and must be accompanied by back up material. VITALANT shall furnish semi-monthly invoices. Provider shall pay the invoiced amount net 30 days after the date or receipt of a correct invoice. VIALANT understands and agrees that net 30 days means in this case that the check is cut by Provider the first business day after the invoice date and additional days must be allowed for mailing.
- (a) All invoices should identify the following items:

- 1. Providers contract number and contract name;
- 2. The date of the invoice;
- 3. VIALANT's invoice number;
- 4. VIALANT name:
- 5. Complete address (including street, city, state and zip code);
- 6. Telephone number;
- 7. Contact person for VITALANT; email: ar@vitalalant.org
- Itemized description of services performed and/or products delivered (including quantities) or services rendered (including performance dates covered), referencing the contract item in attached Exhibit A (VITALANT THERAPEUTIC APHERESIS FEE SCHEDULE);
- Itemized pricing and total amount due (excluding Sales and Use Tax); Rate for Service Provided
- 10. Date of Service
- 11. The associated Provider's purchase order number;
- 12. Company's tax identification number;

Upon reconciliation of all errors, corrections, credits, and disputes, payment to VITALANT will be made in full within net 30 Days as specified above. Invoices received without a valid purchase order number will be returned unpaid. VITALANT shall submit an original invoice to:

University Medical Center of Southern Nevada ATTN: Accounts Payable 1800 West Charleston Blvd. Las Vegas, Nevada 89102

(b) Upon termination of this Agreement, VITALANT shall submit a statement summarizing previous billings rendered and payments received and providing any other information necessary for contract close out. Within 30 Days after receipt thereof, the Provider shall pay VITALANT all amounts due.

#### 6. Indemnification / Insurance

6.1 **Indemnification.** VITALANT shall indemnify and hold Provider, its directors, officers and employees harmless from and against such portion of all losses, damages, liabilities, claims, actions, causes of action, charges, costs, expenses and fees, including reasonable attorney's fees, suffered or incurred by them, as a result of any breach of or default in this Agreement

by VITALANT or as the result of any act or omission of VITALANT or any of its directors, officers, or employees arising from any of VITALANT's responsibilities under this Agreement. This indemnification is contingent upon VITALANT receiving prompt, written notification of any and all occurrences which may result in a claim under this paragraph, and reasonable cooperation in the investigation and response to such occurrences or claims.

- 6.2 **Insurance.** Each Party shall secure and maintain, at its own expense, professional liability, errors and omissions, commercial general liability, and worker's compensation and employer's liability insurance coverage with limits necessary to satisfy each Party's obligations under this Agreement. Upon request, each Party agrees to provide the other Party with certificates of such insurance coverage. VITALANT understands that Provider has a funded program on self-insurance and is acceptable in lieu of commercial insurance.
- 7. Notices. All notices and communications provided for in this Agreement and given pursuant hereto shall be in writing and shall be delivered, in person or mailed by certified mail, return receipt requested, to the addresses provided below. Notice sent by email, certified mail, or courier will be deemed delivered effective when received by the recipient thereof, with satisfactory evidence of successful delivery. Either party may designate another mailing address for notice at any time upon written notice to the other party delivered as provided herein.

If to Vitalant For legal Vitalant

VITALANT: Attention: President notices, with Attn: EVP, General Counsel

9305 East Via de Ventura copy to: 9305 East Via de Ventura Scottsdale, AZ 85258 Scottsdale, AZ 85258 legal@vitalant.org legal@vitalant.org

If to the University Medical Center of

Provider: Southern Nevada

Attn:Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102

8. Privacy and Confidentiality. During the term of this Agreement and for a period of five (5) years after any termination or expiration hereof, VITALANT and Provider acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this Agreement shall be received in confidence, and shall be used only to carry out the terms of this Agreement. Confidential information, that is not a public record pursuant to Nevada law, shall not be disclosed by the Receiving Party or its

agents or personnel without the prior written consent of the Disclosing Party. The obligations under this Section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, or (c) was independently developed by the Receiving Party without violation of this Agreement. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other of such demand in order to permit it to seek a protective order.

Notwithstanding any provision in this Agreement to the contrary, VITALANT acknowledges that Provider 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 Provider receives a demand for the disclosure of any information related to this Agreement which VITALANT has claimed to be confidential and proprietary, Provider will immediately notify VITALANT of such demand and VITALANT shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. VITALANT shall indemnify, defend and hold harmless Provider from any claims or actions, including all associated cost and attorney's fees, regarding or related to any demand for the disclosure of VITALANT documents in Provider's custody and control in which VITALANT claims to be confidential and proprietary.

Each Party shall comply with all applicable state and federal laws and regulations, professional standards regarding the privacy and confidentiality of patient information. The Parties agree that each Party is a health care provider and the use and disclosure of patient information pursuant to this Agreement is for treatment purposes and does not create a business associate relationship under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each Party shall implement appropriate administrative, physical and technical safeguards to prevent against the unauthorized use or disclosure of patient information.

#### 9. General

9.1 No waiver. The failure of a party to complain of any act or omission on the part of the other party, no matter how long the same may continue, will not be deemed a waiver by such party of any of its rights under this Agreement. No waiver by a party, whether express or implied, of any breach of any provision in this Agreement will be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the

- same or any other provision. No acceptance by VITALANT of any partial payment will constitute an accord or satisfaction.
- 9.2 **Use of Name.** No Party to this Agreement shall have the right to use the other Party's name in advertising or promotional material relating to the therapeutic apheresis services without the prior written consent of the Party.
- 9.3 **Entire Agreement.** This Agreement, together with the Exhibits and all other documents incorporated herein by reference, contains the entire understanding between the Parties and supersedes all prior agreements, either oral or in writing, with respect to the subject matter hereof. In the event that any provision of the Agreement conflicts with any Exhibit, the Exhibit shall control with respect to the subject matter of such Exhibit.
- 9.4 Rights and Remedies. No right or remedy conferred upon or reserved to the Parties under this Agreement is intended to be or shall be exclusive of any other right or remedy available at law or in equity, but each shall be cumulative of every other right or remedy or may be exercised concurrently, successively or alternatively.
- 9.5 **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.
- 9.6 **Modifications and Amendments.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by the written consent of VITALANT and the Provider.
- 9.7 **Rights of Others.** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give to any person or entity, other than the Parties hereto, any rights or remedies under or by reason of any provision of this Agreement.
- 9.8 **Assignment.** Neither Party may assign, delegate, or transfer in any manner the obligations and rights set forth in the Agreement without the written consent of the other Party, which will not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign or transfer this Agreement or its rights, interests or obligation under this Agreement, without consent, to any entity which controls, is controlled by, or is under common control with, the Party. The Party seeking assignment of their obligations must provide notice to the other party in writing no later than 30 (thirty) days before assignment. This Agreement inures to the benefit of and is binding upon the permitted successors and assigns of the parties.

- 9.9 Access to Books and Records. Upon reasonable notice, VITALANT shall make those contracts, its books, documents and records relating to services provided hereunder available to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-Genera, or their duly authorized representatives of any of them during business hours until the expiration of four (4) years after the services furnished hereunder; provide, however, if any of VITALANT's duties hereunder are carried out through a subcontractor, whether a physician or other supplier of services, if said subcontract has a value or cost of Ten Thousand Dollars (\$10,000), or more, over a 12-month period, VITALANT shall obtain a written undertaking of such subcontractor to make the subcontractor's books, documents and records available to the same parties.
- 9.10 **Independent Contractors.** Each of the Parties shall participate in this Agreement as an independent contractor. Nothing in this Agreement shall create any association, agency, partnership, employer-employee relationship or joint venture between the Parties.
- 9.11 **Exclusion from Federal Health Care Programs**. Each party represents and warrants that (a) neither it nor any of its affiliates that render services pursuant to this Agreement ("Relevant Affiliates") is an Excluded Person, and (b) to the best of its knowledge, none of its or its Relevant Affiliates' employees who render billable services in connection with this Agreement ("Relevant Employees") is an Excluded Person. For purposes of this Agreement, the term "Excluded Person" means a person or entity who has been excluded from participation in federal health care programs as set forth on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, and applicable state Medicaid exclusion lists. Each party shall provide prompt written notice if it or any of its Relevant Affiliates or Relevant Employees becomes an Excluded Person, and shall promptly remove any Relevant Employees from performing any services pursuant to this Agreement, as soon as it becomes aware of such Excluded Person status. If a party or any Relevant Affiliate becomes an Excluded Person, the other party shall have the right to terminate this Agreement immediately. If a Relevant Employee becomes an Excluded Person, this Agreement may be terminated, pursuant to Section 1.3 of this Agreement; however, if the party or Relevant Affiliate terminates the Relevant Employee's employment within the notice period afforded in Section 1.3, the Agreement will remain in full force and effect.
- 9.12 **Equal Employment Opportunity**. For purposes of this Section, Provider is referred to as "contractor" and VITALANT as "subcontractor":

Equal Employment Opportunity Clause. To the extent not exempt, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. In addition, this contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.

- 9.13 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same Agreement.
- 9.14 Force Majeure. Each party shall be excused from any delay in performance or from failure to perform in accordance with the terms of this Agreement to the extent that such delay or failure to perform results from any cause beyond the reasonable control of the Party, regardless of whether foreseeable, including without limitation, shortage of supply of raw materials, labor shortage, labor riot or unrest, strike, acts of regulatory agencies (including FDA withdrawal and recall recommendations), public health emergencies, quarantine restrictions, man-made or natural disasters, acts of God, acts of war, terrorism, public utility interruptions, freight embargoes, unusually severe weather, discontinuance of necessary products, delay in delivery of goods or services by suppliers or subcontractors to such party, loss of goods in transit, governmental or court action, and any other cause or event beyond the reasonable control of the party (the "Force Majeure Event"). Such party shall give notice to the other party promptly in writing upon learning of the Force Majeure Event. Notwithstanding any provision to the contrary, the affected Party shall not be liable for any damages arising out of the Force Majeure Event.
- 9.15 Governing Law. This Agreement and all matters relating to it shall be governed, and construed in accordance with, Nevada law upon any claim by Provider of a breach of this Agreement by VITALANT, and in accordance with the laws of the state of Provider's principal place of business upon any claim by VITALANT of a breach of this Agreement by the Provider, without reference to conflicts of law principles.

- 9.16 **Change in Law.** In the event that a change in state or federal law, including applicable regulations, or enforcement of same materially affects the Agreement, the Parties shall negotiate immediately, in good faith, any necessary or appropriate amendment(s) to the Agreement. If the parties fail to reach a mutually agreeable amendment within thirty (30) days, the Agreement shall terminate at the end of such thirty (30) day period.
- 9.17 **Survival**. The provisions of this Agreement which by their terms survive termination or expiration will continue to be enforceable notwithstanding termination.
- 9.18 **Headings**. The titles and headings of the various sections of this Agreement have been inserted only for convenience for reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms of this Agreement.
- 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 Provider for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Provider's obligations under it shall be extinguished at the end of any of Provider's fiscal years in which Provider'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, provided that Provider gives VITALANT at least one hundred and twenty (120) days' prior written notice termination. Provider agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Provider of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items.

#### 10. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO INSTANCES OF INTENTIONAL MISCONDUCT, UNDER NO CIRCUMSTANCES AND UNDER NO THEORY OF LIABILITY SHALL EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, OR AGENTS BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER EITHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN CIRCUMSTANCES WHERE ALL OR ANY PORTION OF THE PROVISION OF THIS PARAGRAPH ARE FINALLY JUDICIALLY DETERMINED TO BE UNAVAILABLE, THE AGGREGATE LIABILITY OF EITHER PARTY OR ANY OF ITS OFFICERS, DIRECTORS, SUBCONTRACTORS OR AGENTS SHALL NOT EXCEED AN

# AMOUNT WHICH IS PROPORTIONAL TO THE RELATIVE FAULT THAT THEIR CONDUCT BEARS TO ALL OTHER CONDUCT GIVING RISE TO SUCH CLAIM.

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**IN WITNESS WHEREOF,** the Parties, through their duly authorized officers, have executed this Agreement on the date set forth below to be effective as of the Effective Date.

University Medical Center of Southern	
Nevada	Vitalant
("Provider")	"VITALANT"
	Madhup Kothari
By (Signature)	By (Signature)
	Madhup Kothari
Name (Print)	Name (Print)
	VP - Clinical Services Administration
Title (Print)	Title (Print)
	09/30/2024
Date	Date

#### **Exhibit A**

### **THERAPEUTIC APHERESIS FEE SCHEDULE\***

Regular Hours: Monday – Friday, 9 AM - 5 PM

On-Call Service Hours: Monday – Friday, 5 PM - 9 AM; Saturday- Sunday, 24 hours; Holidays (Including Days Observed). (Current Holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day)

Service	Item Number	Description	Price
Plasmapheresis (Therapeutic Plasma Exchange) (TPE)	TA100	Includes therapeutic apheresis equipment, one disposable kit, and a trained operator for up to 4 hours	\$1,600.00
Erythrocytapheresis (RBC Exchange/Depletion) (RBCX)	TA105	Includes therapeutic apheresis equipment, one disposable kit, and a trained operator for up to 4 hours	\$1,600.00
Leukocytapheresis (WBC Depletion) (WBCD)	TA110	Includes therapeutic apheresis equipment, one disposable kit, and a trained operator for up to 4 hours	\$1,600.00
Thrombocytapheresis (Platelet Depletion) (PLTD)  TA115		Includes therapeutic apheresis equipment, one disposable kit, and a trained operator for up to 4 hours	\$1,600.00
Photopheresis (PHOTO) TA120		Includes photopheresis equipment, one disposable kit, and a trained operator for up to 4 hours	\$4,321.93
RBC Reduction by Phlebotomy (TPB)	TA125	Provides therapeutic phlebotomy supplies, and a dedicated, trained operator to perform a red blood cell reduction by phlebotomy, typically in an in-patient setting	\$525.00
Other Fees	Item Number	Description	Price
Non-Scheduled Service Fee	TA200	For any procedures ordered and started on the same day and/or any procedures performed during on-call service hours, including Holidays	\$400.00
Additional Time	TA210	For additional time requiring the operator to remain on premises for more than 4 hours). (per hour or fraction thereof)	\$250.00

Cancellation Fee	TA220	Charged to cover travel and preparation expenses for procedures aborted or cancelled after the operator has arrived at the hospital	\$309.60			
Apheresis Kit Fee	TA300	Charged if a kit is setup and procedure cancelled or aborted or if a second kit is used for the apheresis procedure. Applies to TPE, RBCX, WBCD, PLTD	\$263.80			
Photopheresis Kit Fee TA310		Charged if a kit is set up and procedure cancelled or aborted or if a second kit is used for the photopheresis procedure. Applies to PHOTO	\$2,900.30			
Machine Move Fee TA340		Charged when a machine move is needed to perform requested procedure at hospital	\$628.00			
Additional Supplies	All items for routine procedures (such as procedure kit, and ACD-A) are included in price; however, if additional supplies above and beyond normal required amounts are needed, they will be charged appropriately. Hospital to provide ancillary supplies such as PPE, saline, syringes, dressings etc.					

<sup>\*</sup>NOTE: The Therapeutic Apheresis Fee Schedule is subject to change by VITALANT on an annual basis upon thirty (30) days' prior written notice to Provider.

# 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)													
	- I i i Parmersnin I -		_	Limited Liability	☐ Corporation ☐ Tr		☐ Trust	1 –	Non-Profit Organization     Non-Profit Organization     Non-Profit N		☐ Other		
Busi	ness Desig	nati	on Group (Pleas	e sel	ect all that apply	<b>y</b> )	r						
☐ MBE ☐ WBE			☐ SBE		☐ PBE			VET	□DVET		☐ ESB		
Minority Business Enterprise  Women-Owned Business Enterprise				Small Business Enterprise	3		Physically Challenged Business Enterprise		teran Owned siness	Disabled Veteran Owned Business		Emerging Small Business	
Nur	mber of (	Cla	rk County Ne	evac	da Residents	s E	mployed:						
Corporate/Business Entity Name:			VIT	VITALANT									
(Incl	ude d.b.a., i	if ap	plicable)										
Stree	et Address:			930	5 VIA DE VENT	UR	A	,	Websit	te: WWW.VITALAN	THE	ALTH.ORG	
City,	State and 2	Zip (	Code:	SC	OTTSDALE, AZ	852	258		POC Na		poul	os gdimopoulos(	@vitalant.org
Tele	phone No:			800	-288-2199				Fax No	n/a			
	ada Local S			693	0 W. Charlestor	n Blv	vd	,	Websit	te: WWW.VITALAN	THE	ALTH.ORG	
,	, State and			Las	Vegas, NV 891	17			Local Fax No: n/a				
0,	, otato arra		<del></del>						Local POC Name:				
Loca	l Telephon	e No	):	480	)-675-5563				Email: Peggy Reid preid@vitalant.org				
owne <b>Entit</b> i	rship or finar ies include a	ncial II bu	interest. The disclosiness association	sure i	requirement, as ap anized under or go	oplie overr	d to land-use app ned by Title 7 of	olications, of the Nevad	extends la Revise	rectors in lieu of dis to the applicant and t ed Statutes, including nd professional corpor	he lar but ration	ndowner(s). not limited to priva	te corporations, I Slicly Traded
	d R. Gre				<u>P</u>	resi	ident and Chief	Executiv	e Offic	er			
	vi A. Sha				<u>E</u>	xec	ecutive VP, Chief Legal Officer and General Counsel						
Mau	reen Mus	sse	lman		<u>E</u>	xecutive VP, Chief Financial Officer							
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?								icial(s) may not					
2.	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 I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchargement.							nd tha	at the University M					
Madhup Kothari						Madhup Kothari							
Signa	ature					Print Name							
	Clinical S	erv	vices Adminis	trati	on	10/16/2024							
Title	.le						Date						

# **DISCLOSURE OF RELATIONSHIP**

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

NAME OF DUCINESS	NAME OF UMC*	RELATIONSHIP TO UMC*	UMC* EMPLOYEE'S/OFFICIAL'S
NAME OF BUSINESS OWNER/PRINCIPAL	EMPLOYEE/OFFICIAL AND JOB TITLE	EMPLOYEE/OFFICIAL	DEPARTMENT
	7.11.2 002 111.22		
* UMC employee means an e	employee of University Medica	al Center of Southern Nevada	
	ship by blood. "Affinity" is a re		
		. ,	
"To the second degree of c follows:	onsanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registered	d Domestic Partners – Childrei	n – Parents – In-laws (first deg	ree)
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)
For UMC Use Only:			
-	noted above, please complete the follo	owing.	
		ontracting/selection process for this pa	articular aganda itam?
•	• • •		•
·	byee(s) noted above involved in any w	yay with the business in performance	or the contract?
Notes/Comments:			
Cignoturo			
Signature			
Print Name Authorized Department Representat	tive		

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Revenue Cycle Assessment Statement of Work with Vizient, 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 Revenue Cycle Assessment Statement of Work with Vizient, Inc.; exercise the extension option and execute future amendments within the not-to-exceed amount of this agreement; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000854000 Funded Pgm/Grant: N/A

Description: Revenue Cycle Assessment Consulting Services Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services

Term: 10/30/2024 to 1/29/2025 with an option to extend for up to 2 months

Amount: NTE \$160,000 (\$150,000 for the Assessment and NTE \$10,000 for travel expenses)

Out Clause: 10 days w/o cause

#### **BACKGROUND:**

On January 1, 2021, UMC and Vizient, Inc. entered into a Master Services Agreement and a Statement of Work (SOW) for Clinical Data Base Services. The Master Agreement's term is for five (5) years ending on December 31, 2025 unless there are other SOWs that extend beyond the term; therefore, the Master Agreement's term will automatically extend to the latest expiration date of such SOW. On December 1, 2022, the parties entered into an SOW for Data Connector Services to expire on November 30, 2025.

This request is to enter into a new SOW for Vizient to evaluate UMC's current clinical documentation quality and identify revenue cycle improvement opportunities that can be implemented across the hospital (i.e., perform a revenue cycle assessment). Specifically, the services will include Vizient's review of UMC's: i) end-to-end revenue cycle operations; ii) data; and iii) available benchmarking data to measure hospital's performance against industry accepted key performance indicators. Vizient will provide an assessment report containing its findings, analysis and recommendations on how to improve UMC's revenue cycle. Staff also requests authorization for the Hospital CEO to execute the extension option and future amendments within the not-to-exceed amount of this agreement if deemed beneficial to UMC.

Cleared for Agenda October 30, 2024

Agenda Item#

9

Hospital will compensate Vizient a NTE amount of \$160,000 from October 30, 2024 through January 29, 2025, with the option to extend for up to two (2) months. UMC has the option to terminate for its convenience with a 10-day written notice to Vizient.

UMC's Chief Information Officer has reviewed and recommends approval of this Revenue Cycle Assessment SOW. This SOW has been approved as to form by UMC's Office of General Counsel.

This SOW was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for approval by the Governing Board.

(MID# 41486)



# Revenue Cycle Assessment Statement of Work

Vizient, Inc., a Delaware corporation ("Vizient"), will provide the services detailed in this Revenue Cycle Assessment Statement of Work ("SOW") to University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Member") and its covered facilities set forth in Exhibit A ("Covered Facilities"), for the Service Fee indicated hereunder. This SOW is made pursuant to the terms and conditions set forth in the Master Services Agreement between the Parties dated January 1, 2021, including any amendments or addendums thereto (collectively, the "Master Agreement"). As such, all capitalized terms used herein and not otherwise defined in this SOW will have the same meanings ascribed to such terms in the Master Agreement. This SOW is effective as of October 30, 2024 (the "Effective Date"). Vizient and Member are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Any reference to, or description of any right or obligation of, "Member" in this SOW shall also include Covered Facilities unless specifically delineated.

#### 1. Services.

- 1.1. <u>Services Description</u>. Vizient will provide revenue cycle assessment consulting services designed to assess Member's current clinical documentation quality and identify revenue cycle improvement opportunities for implementation across Member's organization (collectively, the "<u>Services</u>"). Specifically, the Services include:
  - A. <u>Revenue Cycle Assessment</u>. Vizient will review: i) Member's end-to-end revenue cycle operations; ii) Member data, including conducting interviews with key Member personnel; and iii) available benchmarking data to measure Member's performance against industry accepted key performance indicators and identify improvement opportunities ideal for implementation (the "<u>Assessment</u>"). As part of the Assessment, Vizient will:
    - Perform onsite review. Vizient and Member will mutually agree to the dates for Vizient's onsite assessment within 30 days of the Effective Date;
    - ii. Conduct a revenue cycle assessment and data analysis on the front, middle, and back-end processes, workflows, technologies, and vendors for the hospital settings; and
    - iii. Identify improvement strategies to accelerate cash collections, reduce denials, safeguard revenue, maximize operational efficiencies, and align to organizational leadership directives.
  - B. <u>Assessment Report</u>. Vizient will provide a report within 45 days after the onsite review containing assessment findings, comparative data, and benchmarking analysis and corresponding trends based on Member's performance, and identify and recommend revenue cycle improvement initiatives ideal for implementation, including potential barriers to success ("<u>Assessment Report</u>"). Vizient will meet with Member to discuss the findings and recommendations set forth in the Assessment Report.
- 1.2. <u>Protected Health Information</u>. The Parties acknowledge and agree that the Services include the use of Protected Health Information ("<u>PHI</u>") and thus, any PHI disclosed hereunder shall be subject to the Parties' Business Associate Agreement dated October 30, 2024.
- 2. <u>Member's Duties</u>. Vizient's ability to complete the Services within the Term is based upon Member's cooperation and the timely performance of the following Member duties:

Page 1

This is a limited time offer which may expire if an executed SOW is not delivered to Vizient within 90 days of October 15, 2024. This information is proprietary and highly confidential subject to NRS Chapter 239. <a href="https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view">https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view</a> Clinical Operations Consulting: 334

(MID# 41486)

- 2.1. Member will provide Vizient personnel with access to Member's facilities and personnel as reasonably required by Vizient to perform the Services described in this SOW;
- 2.2. Member will provide Vizient with accurate and complete data necessary to complete the Services upon Vizient's reasonable request. This includes any and all interview requests with key Member personnel. Should Member fail to provide accurate and/or complete Member data, Vizient will have no obligation to re-perform or correct the Services; and
- 2.3. Member will designate an employee to: i) coordinate the Services; ii) ensure Member data is accurate, complete, and submitted in a timely manner; and iii) obtain any internal approvals needed for Vizient to perform the Services.

#### 3. Term and Termination.

- 3.1. <u>Term.</u> The term of this SOW will commence on the Effective Date and will continue through January 29, 2025 ("<u>Initial Term</u>"). Member has the option to extend this SOW for up to 2 additional months ("<u>Extension Term</u>"), upon mutual written agreement between the Parties prior to expiration of the Initial Term. The Initial Term and Extension Term shall collectively be referred to herein as the "<u>Term</u>."
- **3.2.** <u>Termination for Convenience</u>. Member may terminate this SOW for its convenience by providing 10 days prior written notice to Vizient. If the Master Agreement expires or is terminated prior to the expiration of this SOW, the applicable terms and conditions of the Master Agreement shall survive for the limited purpose of governing this SOW for its remaining Term.
- 3.3. <u>Termination for Cause</u>. The Parties may terminate this SOW for material breach in accordance with the terms of the Master Agreement.

#### 4. Service Fees, Reimbursable Expenses and Invoicing.

- 4.1. <u>Service Fees</u>. Vizient will provide the Services described herein to Member for a total service fee of \$150,000 ("<u>Service Fee</u>").
- **4.2.** Reimbursable Expenses. Member acknowledges that Services-related expenses for travel, meals and lodging ("Reimbursable Expenses") are in addition to the Service Fee set forth hereunder. Reimbursable Expenses will not exceed \$10,000 and must be pre-approved by Member. Vizient will comply with Member's Travel Reimbursement policy as set forth in Exhibit A of the Master Agreement.
- **4.3.** Invoicing and Payment. Vizient will invoice the Service Fee in 3 installments: 1) \$50,000 on the Effective Date; 2) \$50,000 on November 30, 2024; and 3) \$50,000 upon completion of the Services. Vizient will invoice Reimbursable Expenses, as incurred, on a monthly basis. Member will pay invoiced balances directly to Vizient within 30 days of the invoice date.

Invoices will be addressed to:

Name / Title	Attn: Accounts Payable
	University Medical Center of Southern Nevada
Address:	1800 W. Charleston Blvd.
	Las Vegas, NV 89102

Page 2

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Clinical Operations Consulting: 334

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Email Address for Email Delivery of Invoices	umc_ap@umcsn.com
Name and Email Address(es) for Additional Recipient(s)	
• •	formation (e.g., purchase order number) to be included in each invoice, Member will low and provide the required information at the time Member executes this Order quired) thereafter:
☑ Purchase Order Number	
☐ Contract Identification Nu	umber
☐ Other Information	
Questions regarding invoice of	delivery and/or payment status will be directed to:
Name / Title	Natalie Hartmann, Accounting Tech
Phone	702-383-2453
Email	Natalie.Hartmann@umcsn.com

#### Additional Terms.

- 5.1. Vizient shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vizient, its subcontractors and its and their principals, officers, employees and agents under this SOW. In performing the specified services, Vizient shall follow practices consistent with generally accepted professional and technical standards.
- 5.2. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by Vizient for Member relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by Vizient to parties other than Member shall become the property of Member and shall be delivered to Member's representative upon completion or termination of this SOW, whichever comes first. Vizient shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Member. Member shall have the right to reproduce all documentation supplied pursuant to this SOW.
- 5.3. Vizient will follow Member's relevant compliance policies as followed by Member's staff including its corporate compliance program, Member's contracted/non-employee requirements policy and Member's vaccine policy, as may be amended from time to time. Member will provide copies of said policies upon Vizient's request. Vizient may be required to (i) register through Member's vendor management/credentialing system prior to arriving onsite at any of Member's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to Member, the records of which shall be maintained and kept by Vizient. Upon Vizient's request, Member may perform the background check and bill Vizient the actual and incurred cost of same. Should the Services involve a continuous presence by Vizient's employees or agents onsite at Member's facilities, Vizient may be required to complete Member's onboarding process and abide by onboarding requirements of Member's Human Resources Department. Vizient's employees, agents, subcontractors and/or designees who do not abide by Member's policies may be barred from physical access to Member's premises.
- 5.4. Vizient shall maintain appropriate and sufficient insurance to cover its obligations under this SOW.

Page 3
This is a limited time offer which may expire if an executed SOW is not delivered to Vizient within 90 days of October 15, 2024. This information is proprietary and highly confidential subject to NRS Chapter 239. <a href="https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view">https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view</a>
Clinical Operations Consulting: 334

(MID# 41486)

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

<u>Vizient, Inc.</u>	DocuSigned by:	University Medical Center of Southern Nevada
Signature:	DocuSigned by:  Uman Sabharwal  BC2AB741147F42B	Signature:
Printed Name:	Aman Sabharwal	Printed Name:
Title:	Managing Principal	Title:
Date:	10/16/2024   3:01:33 PM CDT	Date:

Page 4
This is a limited time offer which may expire if an executed SOW is not delivered to Vizient within 90 days of October 15, 2024. This information is proprietary and highly confidential subject to NRS Chapter 239. <a href="https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view">https://vizientinc.lightning.force.com/lightning/r/Opportunity/0064W00001LURJzQAP/view</a> Clinical Operations Consulting: 334

(MID# 41486)

# **Exhibit A - Covered Facilities**

Vizient MID	Name	Address	City	ST	ZIP	
41486	University Medical Center of Southern Nevada	1800 W. Charleston Blvd.	Las Vegas	NV	89102	

#### **Business Associate Agreement**

This Agreement is made effective the 30<sup>th</sup> of October, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Vizient, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

## I. <u>DEFINITIONS</u>

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or 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 that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

#### II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

#### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules); or
  - (iii) Unless otherwise limited herein or prohibited by law, and related to its performance under the Underlying Agreement and as otherwise necessary, Business Associate is authorized by this Agreement to use PHI for the proper management and administration of Business Associate and to fulfill any present or future legal responsibilities of Business Associate, provide that (1) such uses are required by law; or

- (2) (a) Business Associate obtains reasonable assurances from the person or entity to whom PHI is disclosed that PHI will be held confidentially and used only as required by law or for the purpose for which it was disclosed to such person or entity; and (b) the person or entity agrees to notify Business Associate of any instances of which the person or entity is aware in which the confidentiality of PHI has been breached; or
- (iv) To the extent requested or required by Covered Entity in connection with the Underlying Agreement, Business Associate may create and transmit limited Data Sets, on behalf of Covered Entity; or
- (v) Business Associate may use PHI for purposes of Data Aggregation relating to the health care operations of Covered Entity and other database participants.
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

#### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

#### V. RIGHT TO AUDIT

- (a) Business Associate agrees:
  - (i) Upon reasonable written notice to Business Associate, Business Associate shall provide Covered Entity with one or more of (1) a copy of its policies and procedures regarding compliance with HIPAA rules and provisions of this Agreement, or (2) copies of opinions and reports provided by independent security assessment firms, or (3) responses to privacy and security self-assessment questionnaires that Covered Entity may send to Business Associate from time to time, provided that Covered Entity agrees that the requested items shall be deemed confidential and subject to the confidentiality provisions of Business Associate's Underlying Agreement with Covered Entity.
  - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

#### VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
  - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
  - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
  - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

#### VII. <u>TERMINATION</u>

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

#### VIII. <u>NOTICES</u>

Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be addressed to the appropriate Party at the address specified below.

Covered Entity	Business Associate			
Attn: Privacy Officer	Attn: Legal Department			
University Medical Center	Vizient, Inc.			
1800 W. Charleston Blvd.	290 E. John Carpenter Fwy., 7 <sup>th</sup> Floor			
Las Vegas, NV 89102	Irving, TX 76062			
With a copy to:	With a copy to:			
privacy@umcsn.com	privacy@vizientinc.com			

#### IX. <u>MISCELLANEOUS</u>

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or

the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:	
Ву:	By: Docusigned by:  lman Sabharwal  602AB741147F42B	
Mason Van Houweling	Name: <u>Aman Sabharwal</u>	
Title: CEO	Managing Principal Title:	
Date:	10/16/2024   3:01:33 PM CD	Т

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

		DISCEOSOR	\ <u></u>	OF CAAL	LKOIII	PIFICINGIFAL	<u> </u>		_
Business Entity Ty	pe ( <u>Please select c</u>	one)							
Sole Proprietorship	]Partnership	☐ Limited Liability Company	Σ	Corporation	☐ Trust	☐ Non-Profit Organization		☐ Other	<u>_</u>
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 Ch Business Ent		Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number of Cla	rk County Nev	vada Residents	E	mployed:					<del>_</del> .
Corporate/Business	s Entity Name:	Vizient, Inc.			<del>-</del> -				
(Include d.b.a., if ap	pplicable)								
Street Address:		290 E John Carpente	er F	wy	W	ebsite: www.vizientinc.	com		·
		Irving, TX 75062			P	OC Name: Travis Corin	9		
City, State and Zip	Code:				E	mail: travis.coring@vizio	entinc.	com	
Telephone No:		(972) 830-0000			F	ax No: N/A			
Nevada Local Stree					W	ebsite:			
(If different from ab City, State and Zip						ocal Fax No:			
City, State and Zip	Code.					ocal POC Name:	-		
Local Telephone No	):		Email:						
ownership or financial Entities include all bu	ies and non-profit interest. The disclosu siness associations of	organizations shall lure requirement, as apportanted under or government.	list olied vern	d to land-use app led by Title 7 of I	lications, ex the Nevada	d Directors in lieu of d tends to the applicant and Revised Statutes, includir ips, and professional corp	the lang but oration	ndowner(s). not limited to priva	te corporations, l licly Traded
				•					
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?									
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					•	on Page 2. If no, please p			
Southern Nevada Government Pocus	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:  Dane Buchmiller								
digitature	IB4FD82244B		-	Print Name					
SVP, Business	Development		_	9/24/2	2024   9	9:15:01 AM CDT			
Title		<del></del>		Date			•		

1

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Ratification of Second Amendment to the Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board ratify the Second Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, 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: Through November 30, 2024 Amount: Revenue based on volume Out Clause: 180 days w/o cause

#### **BACKGROUND:**

Since August 1, 2021, UMC has had a Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., for managed care services (the "Agreement"). The First Amendment to the Agreement extended the term through October 31, 2024.

This Second Amendment will extend the term until November 30, 2024, as the parties are still working together to renegotiate. The Agreement term date is October 31, 2024 and the Amendment needed to be signed prior to its expiration to ensure UMC receives reimbursement of services provided.

UMC's Managed Care Director has reviewed and recommends ratification 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 October 23, 2024 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda October 30, 2024

Agenda Item#

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# HEALTH PLAN OF NEVADA, INC. SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC. HOSPITAL AMENDMENT

THIS AGREEMENT is made and entered into by and between Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada, Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada (SHO) and other future owned or managed companies (hereinafter, collectively referred to as "HEALTH PLAN") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statues (hereinafter referred to as "HOSPITAL").

#### RECITALS

WHEREAS, pursuant to a HOSPITAL Agreement with an effective date of <u>August 1, 2021</u> by and between HOSPITAL and HEALTH PLAN, HOSPITAL has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, HOSPITAL and HEALTH PLAN ("the PARTIES") have agreed to amend the HOSPITAL Agreement to specify terms and conditions of HOSPITAL's provision of services rendered to Members or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and HOSPITAL agree that the HOSPITAL Agreement is amended as follows:

- I. ARTICLE V. TERM AND TERMINATION, Paragraph A. <u>Term</u> shall be deleted in its entirety and replaced with the following:
  - "A. <u>Term</u>. This Agreement shall remain in effect until 11:59 pm on November 30, 2024. Both parties agree to work together in good faith to negotiate new terms with an effective date of November 1, 2024.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

HOSPITAL
By: Mason Vanformeling
Signature
Name: Mason Van Houweling
Please Print
Date:10.11.2024

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Typ	ne (Please select o	nne)							
□ Sole	Partnership	☐ Limited Liability Company	<b>√</b> 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	Small Business Physically Chailenged		Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business	
Number of Cla	rk County Ne	vada Residents	Employed:	1,300					
Corporate/Business	Entity Name:	Health Plan of Nevada	1						
(Include d.b.a., if ap	plicable)								
Street Address:		2720 N. Tenaya Way		w	ebsite:				
City, State and Zip (	Code:	Las Vegas, NV 89128	3		OC Name: mail:				
Telephone No:		702-242-7188			ax No:			والمراجعة	
Nevada Local Stree	t Address:				ebsite:				
(If different from abo									
City, State and Zip	Code:			Lo	ocal Fax No:				
1 1 T-1			1		Local POC Name:				
Local Telephone No	):			Er	mail:	ál:			
ownership or financial in Entities include all bus	interest. The disclosi siness associations	organizations shall li- ure requirement, as appliorganized under or gove nited liability companies,	ied to land-use ap	plications, ex the Nevada	tends to the applicant ar Revised Statutes, includ	nd the landown ding but not lim	ner(s).	te corporations,	
Health Dian of Novede	T dii Planto	<b>a</b> h	a Nevada Corporation			(Not required for Publicly Traded Corporations/Non-profit organizations)			
Health Plan of Nevada		<u> </u>	a Nevada Corporation			100%			
	,				•				
Are any individua	employee(s), or appointed/elected official(s)?								
sister, grandchild	, grandparent, relate	owners or principals ha	I Center of Southe	ern Nevada fu	uli-time employee(s), or	appointed/elect	ted official(s)	alf-brother/half- ?	
☐ Yes	√No (If ye	s, please complete the D	isclosure of Relat	onship form	on Page 2. If no, please	e print N/A on F	age 2.)		
I certify under penalty of Southern Nevada Gove form.	Glen Stevens						edical Center of eted disclosure		
Secretary			July 20, 2021						
Title			Date 1						

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Professional Services Agreement (Clinical Services) with Quest Diagnostics Incorporated and Hoffman, M.D., Associated Pathologists, Chartered	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 Professional Services Agreement (Clinical Services) for pathology services with Quest Diagnostics Incorporated and Hoffman, M.D., Associated Pathologists, Chartered; 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: 3000707000 Funded Pgm/Grant: N/A

Description: Pathology Services/Medical Directorship/Technical Component Svcs

Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services

Term: 3 years; with two, 1-year renewal options

Amount: Professional Services \$5,120.00 monthly; \$61,440.00 annually

Medical Directorship \$200.00/hr for up to 20 hours/month; NTE \$48,000 annually

Technical Services \$1,300,000 NTE annually

Out Clause: 180 days w/o cause

#### **BACKGROUND:**

This request is for approval of the Professional Services Agreement ("Agreement") with Quest Diagnostics ("Quest") to provide: (i) 24/7 anatomic pathology services for UMC's inpatients, outpatients, Emergency Department patients and Trauma Department patients, (ii) Medical Directorship services, and (iii) laboratory testing services.

UMC will compensate Provider \$5,120.11 per month for professional services and NTE \$48,000 annually for Medical Directorship services. Testing services will be compensated based on the per-test fee schedule in the Agreement, for an annual not-to-exceed amount of \$1,300,000. The Agreement term is from December 14, 2024 through December 14, 2027, and allows for two (2) additional, 1-year extension options, exercisable at UMC's direction. 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.

Either party may terminate this Agreement for convenience with a 180-day written notice to the other.

Cleared for Agenda October 30, 2024

Agenda Item #

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for approval by the Governing Board.

# PROFESSIONAL SERVICES AGREEMENT (Clinical Services)

This Agreement, is made and entered into as of the last date of signature, 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") **Quest Diagnostics Incorporated and Hoffman, M.D., Associated Pathologists, Chartered** (collectively, "Quest Diagnostics") (hereinafter referred to as "Provider"). Hospital and Provider together shall be referred to individually herein as "party" and collectively as "parties."

**WHEREAS**, Hospital is the operator of a Pathology Department (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 pathologists;

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

**WHEREAS**, the parties intend for this Agreement to supersede, terminate and wholly replace any prior verbal or written agreements between the parties respecting the subject matter hereof.

**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 <u>Advanced Practice Professionals</u>. 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. Advanced Practice Professionals to be utilized by Provider for the provision of Services are listed on <u>Exhibit A-1</u>, which shall be subject to change from time to time.
- 1.2 <u>Department</u>. Unless the context requires otherwise, Department refers to Hospital's Department of Pathology.
- 1.3 Director of Laboratory Services. Hospital employs a Director of Laboratory Services that oversees the Department.
- 1.4 <u>Medical Staff</u>. The Medical and Dental Staff of University Medical Center of Southern Nevada.

- 1.5 <u>Medical Director</u>. The Medical Director performs certain administrative services in coordination with Hospital for the Department. Among other administrative duties assigned to the Medical Director, he or she shall be responsible for scheduling the call coverage services detailed in this Agreement and coordinating certain other hospital administrative services related to the operations of Hospital and the Department, as more specifically described herein. Due to the operations of a Pathology Department, Provider shall provide for a Medical Director in this area, as more specifically described in Section 2.2. Charles Burns, MD has been designated as the Medical Director.
- 1.6 <u>Member Physicians</u>. Physician(s) mutually appointed by Provider and Hospital (as listed on <u>Exhibit A-1</u> and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.7 <u>Services</u>. Anatomic pathology services in the specialty of pathology performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to, Technical Component Services and the delivery to the Department and Hospital certain Services to patients, twenty-four (24) hours per day/seven (7) days per week, as further described herein.
- 1.8 <u>Technical Component Services</u>. Laboratory testing services performed by Provider may include all or some of the following: grossing, processing, embedding, cutting, coverslipping, and staining.

## II. PROVIDER'S OBLIGATIONS

- 2.1 <u>Department Coverage for Services</u>. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:
  - a. Provider shall provide professional services in the best interest of Hospital's patients with all due diligence;
  - b. Provider shall conduct and professionally staff the Department in such a manner that Hospital, its Medical Staff, and patients shall at all times have adequate pathology coverage as provided herein. Provider shall render and supervise pathology services and consult with Medical Staff and Hospital upon request;
  - c. Provider shall provide the Services on premises of Hospital on specimens taken from patients in the Department on an emergency and on-call basis with consultative coverage on a twenty-four (24) hours per day, seven (7) days per week basis, including holidays, throughout the Term of this Agreement. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients, Trauma Department patients;
  - d. Provider shall maintain a minimum of two (2) Full Time Equivalent (FTE) pathologists and one (1) FTE specimen processor personnel to process in-house Hospital coverage in fulfilling its obligations pursuant to this Agreement;
  - e. Provider shall coordinate the schedules and assignments of the Member Physicians and Advanced Practice Professionals assigned to the Department. Provider will make

- available to Hospital's Director of Laboratory Services, on a monthly basis, a copy of the pathology physician schedule and any on-call schedule;
- f. Provider shall be responsible for any staffing required to assist Member Physicians in carrying out its duties within the Department, so that Hospital, its Medical Staff, and patients shall at all times have adequate Services coverage;
- g. Provider shall cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- h. On an annual basis, Provider shall use reasonable best efforts to create a collaborative plan with Hospital's affiliated medical school(s) for the provision of services in support of the medical resident program; which may include but are not limited to resident lab tours or observations of laboratory procedures. Such plan shall include the involvement of Hospital and will include the residency program's daily patient responsibility;
- Provider shall ensure clinical effectiveness by providing direction and supervision for the Department in accordance with the standards and recommendations of Hospital's accreditation body and the Medical Staff Bylaws and related manuals, and any requirements of local, state and national regulatory agencies and accrediting bodies;
- j. Work with Hospital to develop and administer Hospital's care pathways with regard to the Services and enhance such pathways based upon Member Physicians' clinical experience;
- k. Provide consultative interpretations and documentation in accordance with the standards and recommendations of Hospital's accreditation body, the College of American Pathologists, the Bylaws, Rules and Regulations of the Medical Staff, and any policies and procedures of the applicable third party payors, as may then be in effect;
- 1. Provider shall coordinate and integrate clinically related pathology activities both inter and intra departmentally within Hospital and its affiliated clinics; and
- m. Provider shall perform such other Services, as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.
- n. Provider agrees to maintain all necessary anatomic pathology licenses and certificates.
- 2.2 <u>Medical Directorship</u>. During the Term, in addition to the Services provided by a Member Physician, Provider shall designate a Medical Director for the provision of certain administrative medical directorship services for the Department (the "Medical Directorship Services"). Hospital acknowledges and agrees that certain Medical Directorship Services of the Medical Director may be assigned to another qualified Member Physician acceptable to Hospital provided the same are documented in accordance with Section 5.4. The Medical Director shall provide the following Medical Directorship Services:

- a. Oversee and supervise the overall Pathology program and perform all administrative, supervisory and education functions in relation to the operation of the Services, and as required from time-to-time by Hospital's CEO, or his/her designee;
- b. Provide quarterly standardized reports on metrics, as requested by Hospital's Administration, including the CEO, COO, CNO, Patient Safety and Quality Committees, and/or his or her designees;
- c. Contribute to a positive relationship among Hospital's Administration, the Medical Staff, healthcare providers (i.e., RN's, ancillary providers) and the community;
- d. Promote the growth and development of the Department in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic pathology services;
- e. Inform the Medical Staff of new pathology equipment and applications, and recommend innovative changes directed toward improved patient services;
- f. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- g. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- h. Represent the Department on the Medical Staff committees and at Hospital department meetings as the need arises;
- i. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow up;
- j. Assess and recommend to Hospital's Administration a sufficient number of qualified and competent staff members to provide patient care;
- Assess and recommend to Hospital's Administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- 1. Provide for the education of Medical Staff and Hospital personnel regarding the Services in a defined organized structure and as the need presents itself;
- m. Monitor the use of equipment and report any malfunction to Hospital's Administration and the Department;
- n. Assist Hospital in the selection of outside sources for needed medical professional services for the Department;

- o. Assist Hospital in the appeal of any denial of payment of Hospital charges;
- p. Assist Hospital's Administration with the performance of such other administrative duties as necessary to operate the Department;
- q. Consider appropriate test methodology instrumentation, reagents (agents used in laboratory testing), standards, and controls;
- r. Establish test reference values and levels of precision, accuracy, specificity, and sensitivity;
- s. Direct laboratory technical personnel and advise such personnel concerning testing;
- t. Ensure proper performance, recording, and reporting of tests, examinations and procedures;
- u. Interact with Hospital's Medical Staff regarding Department operation, quality, and test issues:
- v. Design test protocols and establish parameters for test performance;
- w. Recommend follow-up diagnostic tests when appropriate;
- x. Direct, perform, and evaluate quality assurance and quality control procedures;
- y. Evaluate clinical Department data and establish a process for review of test results prior to issuing of patient reports;
- z. Consult on effects of medication, other analytes, or disease states on test results;
- aa. Establish turnaround times and determine criteria for urgent applications;
- bb. Prioritize testing and testing sequences;
- cc. The application and response of values which require immediate medical consideration;
- dd. Determine reporting formats;
- ee. Establish referral criteria for review by pathologists and subsequent examination;
- ff. Determine data collection types and storage criteria to be used for particular tests;
- gg. Prevention overuse and improper application of tests; and
- hh. Ensure the Department complies with state licensure laws, certain accreditation standards, and certain federal certification standards.

The Medical Director shall be required to submit monthly time records which detail with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.4.

# 2.3 <u>Medical Staff Appointment</u>.

- 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 2.4 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 to be bound by the terms of this Agreement. In the event that a Member Physician's appointment to Hospital's Medical Staff with clinical privileges is granted solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the physician as a Member Physician.
- b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, Advanced Practice Professionals 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's Advanced Practice Professionals Manual. In the event that an Advanced Practice Professional's granting of clinical privileges at Hospital is solely for purposes of this Agreement, such appointment and clinical privileges shall automatically terminate upon termination of this Agreement or Provider's removal of the Advanced Practice Professional under this Agreement.

# 2.4 Representations of Provider and Member Physicians.

- a. Provider represents and warrants that it:
  - 1. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
  - 2. has never been excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
  - 3. 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;
  - 4. at all times will comply with all applicable laws and regulations in the performance of the Services;

- 5. is not restricted under any third party agreement from performing the obligations under this Agreement;
- 6. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
- 7. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference; and
- 8. shall maintain its CLIA certification as well as any applicable state laboratory licenses for its own independent laboratory in Nevada.
- b. Provider, on behalf of each of Provider's Member Physicians (and Advanced Practice Professionals as applicable), represents and warrants to the best of Provider's knowledge after reasonable inquiry that he or she:
  - 1. is Board certified in Pathology;
  - 2. possesses an active license to practice medicine from the State of Nevada which is in good standing;
  - 3. 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;
  - 4. has never been debarred, excluded or suspended from participation in, or sanctioned by, a federal or state health care program;
  - 5. 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;
  - 6. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
  - 7. at all times will comply with all applicable laws and regulations in the performance of the Services;
  - 8. is not restricted under any third party agreement from performing the obligations under this Agreement; and
  - 9. will comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.
- 2.5 <u>Notification Requirements</u>. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within ten (10) business days after Provider becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 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 fails to immediately remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement.
- 2.6 <u>Independent Contractor</u>. 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.

# 2.7 Insurance.

**a.** During the term of this Agreement, Quest Diagnostics will maintain, at its sole cost and expense, insurance against claims that may arise from or in connection with the Services provided with at least the following minimum limits of liability. Quest may provide the coverage required by this Agreement through self-insurance. Quest will include Hospital as an additional insured for general liability and automobile liability by a blanket additional insured endorsement, if applicable.

Coverage Type	Minimum Limits of Liability	
General Liability	<ul><li>\$2,000,000 per occurrence</li><li>\$4,000,000 general aggregate</li></ul>	
Business Automobile Liability	• \$3,000,000 combined single limit per accident	
Worker's Compensation	Statutory - In accordance with the laws of the country, state, or province, or territory exercising jurisdiction over employees	
Employer's Liability	• \$1,000,000 each accident/each employee/policy limit	
Professional Liability / Errors & Omissions Liability	<ul><li>\$5,000,000 each claim</li><li>\$5,000,000 aggregate</li></ul>	
Crime	• \$1,000,000 each occurrence	
Cyber Liability	• \$5,000,000 each claim	

Hospital is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Hospital are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Hospital is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Hospital will provide Quest Diagnostics with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

Each Party will continue the coverage (or purchase "tail coverage") which will extend the reporting period for incidents arising out of or related to this Agreement for at least three (3) years beyond the termination of this Agreement. Upon request, each Party will provide the other Party with a current and valid Certificate of insurance evidencing its coverage required by this Agreement and annually thereafter. Cancellation notification is in accordance with policy provisions.

2.8 <u>Provider's Personal Expenses</u>. Provider shall be responsible for all its personal expenses, 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 for the Department, 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. For Services that Provider performs at Hospital's request at Provider's independent laboratories, Provider shall retain all records in the manner and for the period of time required by applicable laws and regulations.

- b. As applicable, Provider shall complete all records related to the Services and the Department in a timely manner in accordance with the standards and recommendations of Hospital's accreditation body of the Medical Staff, as may then be in effect.
- c. Provider shall, and shall cause its Member Physicians and/or Advanced Practice Professionals, to promptly, prudently, and professionally complete all medical records and reports of all patients of Hospital for whom Provider performs professional pathology interpretations under this Agreement with the prevailing standards of medical practice in the relevant community. Without limiting the generality of the foregoing, each Member Physicians and/or Advanced Practice Professional employed or engaged by Provider to provide professional interpretation of specimens under this Agreement shall dictate a report regarding his or her analysis, interpretation, and findings of the applicable pathology specimens relating to the Services provided by Provider under this Agreement in a timely fashion.
- d. Provider shall report results to Hospital via electronic interface. Requests for add-on tests shall be faxed to Hospital for authorization.

## 2.11 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: (1) was created or received by either party; (2) 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 (3) 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.
- 2.13 Personnel On-Site. With regard to Services that Provider performs at the Department, 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, UMC Contracted/Non-Employee Requirements Policy, 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 <u>Technical Support, Surveys, Space, Equipment and Supplies.</u>
  - a. <u>Technical Support</u>. Hospital's Information Technology (IT) Department will provide technical support at levels consistent with all members of the Medical Staff during normal working hours of Monday to Friday, 7:00 am to 5:00 pm, and emergency support for work stoppage issues after hours, weekends and holidays on a twenty-four-seven (24/7), three hundred sixty-five (365) day coverage.
  - b. <u>Surveys</u>. Hospital shall provide staff emails for participation in annual feedback survey (i.e., nursing, case management/social work).
  - c. <u>Space</u>. Hospital shall provide space within Hospital for the Department (excluding Provider's private office space) that allows Provider to render the Services in compliance the federal Clinical Laboratory Improvement Amendments ("CLIA") and applicable Nevada law; however, Provider shall not have exclusivity over any space or equipment provided therein and shall not prioritize use of space or equipment for any purpose overthe proper functioning of the Department. Hospital agrees that Provider

may utilize the premises to provide anatomic pathology services to non-Hospital patients under Provider's CLIA certificate.

# d. Equipment.

- 1. 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.
- 2. Hospital shall maintain and operate its IT system necessary for the proper operation of the Department, provided however, Provider shall be responsible for maintenance and operation of its own system as necessary for the purpose of providing the Services and the requirements under this Agreement.
- e. <u>Supplies</u>. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 <u>Hospital Services</u>. 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.
- 3.3 <u>Personnel</u>. Other than Member Physicians and Advanced Practice Professionals, and provider lab specimen processor, all personnel required for the proper operation of the clinical laboratory within Department shall be employed by Hospital. Technical laboratory services for cytology, histology, and flow cytometry will be referred to Provider.
- 3.4 <u>Representations of Hospital</u>. Hospital represents and warrants to Provider that neither Hospital, nor to the best of Hospital's knowledge after reasonable inquiry that any of its employees, is:
  - a. Currently excluded, debarred, or otherwise ineligible to participate in any of the federal health care programs; or
  - b. Convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs.
- 3.5 <u>Annual Review</u>. Hospital and Provider shall conduct an annual review of Provider's performance of Services.
- 3.6 <u>Laboratory Licenses</u>. Hospital agrees to maintain all necessary clinical laboratory licenses and certifications, including, without limitation, CLIA certification for high complexity testing under the Clinical Laboratory Improvement Amendments (42 CFR Part 493, "CLIA"), and otherwise operate its clinical laboratory according to all laws and regulations governing the operation of a clinical laboratory. Hospital shall submit tissue samples to Provider in appropriate containers and upon the order of an authorized person. Hospital

shall be responsible for complying with requirements imposed by accrediting organizations related to successful performance and proficiency of Hospital's professional interpretation of the slides and use of its applicable system(s) to report results.

# 3.7 Medical Director. Hospital shall:

- a. Maintain responsibility of all materials and reports for work performed by Hospital according to all applicable state and federal laws, rules, and regulations.
- b. Maintain all necessary laboratory licenses and certifications, including, without limitation, CLIA certification for the testing performed by Department, and otherwise operate the Department in accordance with all applicable laws, and regulations.
- c. Employ or engage testing personnel who meet CLIA requirements and the applicable provisions of any state law, rules, or regulations where Department is located, and cause all staff to comply with these requirements and any accrediting body standards when performing services.
- d. Provide a supervisor for the Department who meets CLIA requirements, any applicable state laws, rules and regulations where Department is located, and any other requirements.
- e. Maintain enrollment in the Medicare program and assure that the Department is licensed under applicable state laws, rules and regulations and certified under CLIA for each specialty or subspecialty related to the testing performed by Department.
- f. Notify Provider as soon as reasonably practical in writing of any regulatory actions, proceedings, deficiencies or corrective actions that: (1) directly involve or affect the Department; or (2) implicate or violate any Applicable Laws.
- g. Immediately notify Provider in writing of any changes regarding any of the obligations set forth in this section 3.7.

#### IV. BILLING

- 4.1 <u>Direct Billing</u>. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available at time specimens are submitted for services the usual social security and insurance information to facilitate direct billing. Provider's 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 <u>Fees</u>. Fees 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 <u>Third Party Payors</u>. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to use commercially reasonable efforts to cooperate with Hospital.
- 4.4 <u>Compliance</u>. 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 commercially reasonable efforts to ensure that all claims by Provider for Provider's services provided 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 have 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 <u>Compensation for Professional Services</u>. During the Term, and subject to Section 7.5 below, Provider will provide non-anatomic pathology related administrative duties. Hospital will compensate Provider for these Professional Services in monthly payments in the amount of \$5,120.00, for an annual amount of \$61,440.00. Payment shall be made on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following Monday, for the previous month's Services.
- 5.2 <u>Compensation for Medical Directorship Services</u>. As compensation for the Medical Directorship Services as described in Section 2.2, Provider shall be entitled to an hourly compensation of \$200.00 per hour for up to twenty (20) hours per month, for an annual not-to-exceed amount of \$48,000.00, as documented and verified pursuant to accurate and complete time records submitted by the Medical Director.
- 5.3 Compensation for Technical Component Services. Provider shall bill Hospital for Technical Component Services it performs according to the fee schedule attached as Exhibit A: Hospital Fee Schedule. In the absence of a fee(s) on Exhibit A, Hospital shall pay Provider according to the Provider list price until negotiated. All pricing contained herein and attached hereto as Exhibit A, shall be in effect for one (1) year from the Effective Date. Thereafter, Provider reserves the right to increase such pricing at any time, but no more frequently than annually, upon thirty (30) days' advance written notice to Hospital. Hospital will provide Provider with all necessary information required by Provider, including, but not limited to, patient demographics to properly invoice and receive payment for Technical

- Component Services. Hospital will ensure that such information accompanies each specimen submitted for testing. Hospital will compensate Provider a not-to-exceed annual amount of \$1,300,000 for the Technical Component Services.
- Time Studies/Payment. Provider shall record in hourly increments Member Physicians' time spent on the various responsibilities for the Medical Directorship Services on a weekly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Provider shall submit such time studies to Hospital's Fiscal Services Department by the twelfth (12<sup>th</sup>) of each month for the preceding month. Failure to submit the required time study by the twelfth (12<sup>th</sup>) of each month will delay that month's payment until the time study is received. Provider will be paid on the third (3<sup>rd</sup>) Friday of each month, or if the third (3<sup>rd</sup>) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services.
- 5.5 <u>Fair Market Value and Annual Amount</u>. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services and the Medical Directorship Services, provided hereunder. Hospital will manage and track the annual amounts for Professional Services, Medical Directorship Services and Technical Component Services. Hospital will notify Provider if annual amount has been exceeded. In the event an annual amount is exceed, Provider and Hospital agree to negotiate in good faith to amend the annual amount so that Provider will be compensated for the services performed. Provider may deny providing services beyond the annual amount if exceeded.

# VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on December 14, 2024, and subject to Section 7.5, shall remain in effect for three (3) years (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"). If this Agreement is terminated with or without cause prior to the first anniversary of the Effective Date, the Parties may not enter into the same or substantially the same arrangement until after the first anniversary of the Effective Date. The Parties' obligation under this provision survives the termination of this Agreement.
- 6.2. <u>Modifications</u>. Within ten (10) business 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 action commenced against Provider which could materially affect this Agreement; 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 exclusion of Provider from participation in any federal health care program.
- b. Material Breach. Either Party may terminate this Agreement in the event of a material breach by the other Party by giving the breaching Party thirty (30) days written notice identifying the breach. If the breaching Party fails to cure the breach within the thirty (30) day cure period, the non-breaching Party may terminate the Agreement immediately upon written notice to the breaching Party. "Material Breach" includes the occurrence of any one of the following events:
  - 1. 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;
  - 2. 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;
  - 3. 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;
  - 4. 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
  - 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. Material Change. Either Party may, upon written notice to the other Party, immediately terminate this Agreement upon the occurrence of any of the following events: (i)the other Party makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy

or any insolvency proceeding is filed by or against the other Party and is not dismissed within thirty (30) days from the date of filing; (iii) all or substantially all of the property of the other Party is levied upon or sold in any judicial proceedings; (iv) the other Party is excluded from participating in any federally funded program; (v) a loss of licensure by the other Party that renders the other Party unable to perform its obligations under this Agreement; or (vi) if the Party determines in good faith that any portion of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.

6.4 <u>Termination Without Cause</u>. Either party may terminate this Agreement, at any time, without cause, upon One Hundred Eighty (180) days written notice to the other party.

#### VII. MISCELLANEOUS

- 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 <u>Amendments</u>. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 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. Notwithstanding the foregoing, Provider may refer work to an affiliated testing facility or to subcontracted providers without prior written consent, however any such referral or assignment will not relieve Provider of its obligations under this Agreement. This Agreement is intended to inure only to the benefit of Provider and Hospital.
- 7.4 <u>Authority to Execute</u>. 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 <u>Budget Act and Fiscal Fund Out</u>. 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 (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (30<sup>th</sup>) day of June of the fiscal year for which monies were appropriated.

- 7.6 <u>Captions/Gender/Number</u>. 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 <u>Confidential Records</u>. 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. Notwithstanding the above, Hospital shall redact all pricing information from such copy of this Agreement. 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. Notwithstanding the above, Hospital shall redact all pricing information from such publicly available copy of this Agreement.

- 7.8 <u>Corporate Compliance</u>. 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, when onsite at Hospital facilities, to use its good faith efforts to comply with the relevant compliance policies of Hospital, including corporate compliance program and Code of Ethics.
- 7.9 <u>Entire Agreement</u>. 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 <u>Attachment 1</u>.
- 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 of Hospital 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 <a href="main.gill@umcsn.com">rani.gill@umcsn.com</a>, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at <a href="http://umcintranet/compliancehotline.html">http://umcintranet/compliancehotline.html</a>. 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 <u>Federal, State, Local Laws</u>. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 <u>Financial Obligation</u>. 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. No Party to this Agreement shall be liable (i) for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of the Party who had the duty to perform and that renders performance impossible or impracticable, including but not limited to: acts of God; acts of government; natural disasters such as floods, earthquakes and severe weather events such as hurricanes; international or national hostilities, including acts of war (declared or undeclared), insurrection, terrorism, mass casualty events or other intentional violent actions; public health emergencies, including pandemic; fire; power failure; cyberattack or ransomware attack; strike; lockout; riot; civil unrest, inevitable accident, inability to procure labor or materials; or any other event, like or unlike those listed above (collectively, "Force Majeure Event") not within reasonable control of the Party, but only to the extent prevented by the

Force Majeure Event. No such failure or delay shall excuse in any way the obligation of Client to make all payments to AmeriPath provided for by this Agreement.

- 7.14 <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 <u>Indemnification</u>. 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. Hospital shall, to the extent expressly authorized by Nevada law, indemnify and hold harmless, Provider, 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 Hospital, its employees, representatives, successors or assigns.
- 7.16 <u>Interpretation</u>. 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 <u>Non-Discrimination</u>. 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 <u>Notices</u>. All notices required under this Agreement must be submitted in writing and delivered by U.S. mail, postage prepaid, certified 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: via email to: NationalContracting@questdiagnostics.com

and

In accordance with a method above,

Copy To: Quest Diagnostics Incorporated

Attn: General Counsel

500 Plaza Drive Secaucus, NJ 07094

- 7.19 <u>Publicity</u>. 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 <u>Intentionally Omitted</u>.
- 7.21 <u>Severability</u>. 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 <u>Third Party Interest/Liability</u>. 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 <u>Waiver</u>. 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 <u>Cooperation Regarding Claims</u>. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the Services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This Section will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.26 Other Agreements. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements and writings with respect to the subject matter hereof. All such negotiations, commitments, agreements and writings shall have no further force and effect.
- 7.27 General Compliance. Each of the Parties represents and warrants to the other party that it shall comply with all applicable laws, rules or regulations ("Applicable Laws") as they may be amended from time to time. Applicable Laws include, but are not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the data privacy and security requirements of HIPAA. This paragraph will survive the termination or expiration of this Agreement to the extent that the Applicable Laws pertain to ongoing obligations of a Party under this Agreement.

<b>IN WITNESS WHEREOF</b> , the parties have year first above written.	ve caused this Agreement to be executed on the day and
PROVIDER:	HOSPITAL:
<b>Quest Diagnostics Incorporated</b>	<b>University Medical Center of Southern Nevada</b>
By:	By:
Darren Wheeler, MD VP Pathology & Medical Services	Mason Van Houweling Chief Executive Officer

## EXHIBIT A PROFESSIONAL MEDICAL SERVICES

Provider, by and through its Member Physicians and Advanced Practice Professionals, shall provide all Services, as specifically set forth in Section 2.1 of this Agreement and in this **Exhibit A**, which shall be performed pursuant to the following requirements:

#### **Coverage Requirements:**

- 1. Provide clinical direction of Hospital's main laboratory;
- 2. Ensure that abnormal smears will be evaluated by a pathologist and kept on file in accordance with applicable laws and regulations;
- 3. Ensure that Hospital's Transfusion Service is directed by a pathologist knowledgeable in immunohematology and the principles of hemotherapy and blood banking in compliance with guidelines, rules, and regulations established by Hospital's accreditation body, the College of American Pathologists (CAP), and the Association for the Advancement of Blood & Biotherapies (AABB):
- 4. Ensure that a pathologist is available for Operating Room (OR) diagnosis of frozen sections during routinely scheduled surgeries as well as ensuring timely and accurate transmission of information from Provider to the attending physician;
- 5. Will make or cause to be made, examinations on all tissues and foreign bodies removed in surgery or any other place at Hospital or its affiliated clinics;
- 6. In consultation with Medical Director, Provider shall provide or arrange for subcontracting autopsy services for deceased patients upon request of a Medical Staff member or an authorized representative/family member. A deceased patient is one who expires after being admitted as a Hospital inpatient or outpatient but excludes a patient who expires prior to arrival at Hospital. If a Medical Staff member request the autopsy, Hospital shall pay Provider: (1) according to Exhibit A if Provider performs the autopsy; or (2) the amount that Provider paid an outside consultant or facility to perform the autopsy. For autopsies requested by family members, Provider or the performing entity shall bill the representative/family member. Will render a report, in writing, of the results of such autopsies for Hospital's records, for the attending physician and for the Department;
- 7. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards, and the requirements of local, state, and national regulatory agencies and accrediting bodies;
- 8. Provide consultative interpretations and documentation in accordance with the standards and recommendations of Hospital's accreditation body, CAP, AABB, and the Bylaws, Rules and Regulations of the Medical Staff, as may then be in effect;
- 9. Provide ongoing patient contact as medically necessary and appropriate;
- 10. Carry pagers, cell phones, or other Hospital required communication devices while on-site and respond within five (5) minutes for requests from Critical Care (Leapfrog standard) or thirty (30) minutes from non-critical areas while on site;

- 11. Provider shall make available a sufficient number of Member Physicians and Advanced Practice Professionals (which has been determined to be a minimum of two (2) Full Time Equivalent (FTE) Member Physicians on-site, five (5) days a week, 8:00 am to 5:00 pm Monday Friday such that the Services are available to patients for both routine and related emergency care on a twenty-four (24) hour-a-day, seven (7) days-a-week basis (inclusive of all Holidays);
- 12. Provide twenty-four-seven (24/7) consultative services. This coverage includes all Hospital inpatients, outpatients, Emergency Department patients and Trauma Department patients.
- 13. Provide Technical Component Services for Hospital pursuant to orders by persons who are authorized under state or federal law to order Technical Component Services. The person ordering the Technical Component Services shall complete all requisitions for Technical Component Services.
- 14. Provider will provide to Hospital certain specimen collection supplies as part of its charges for its services hereunder to be used solely for the collection of specimens that are to be tested by Provider. Hospital shall ensure that patient specimens referred to Provider are obtained in an appropriate container and in adequate quantity, are properly processed, and are properly packaged for transport. Provider will provide transport of specimen.
- 15. Provider shall make available the services of a pathologist for scheduled frozen section/anatomic pathology intra-operative consultations. The pathologist shall provide rapid frozen section /anatomic pathology intra-operative consultations on-site.

#### Fee Schedule:

CPT	NTC	Test Description	Pric	e
88302TC	LTWT1	SURGICAL PATHOLOGY LEVEL II - TC ONLY	\$	18.95
88304TC	LTHT1	SURGICAL PATHOLOGY LEVEL III - TC ONLY	\$	23.10
88305TC	LFOT1	SURGICAL PATHOLOGY LEVEL IV - TC ONLY	\$	25.95
88307TC	LFIT1	SURGICAL PATHOLOGY LEVEL V - TC ONLY	\$	156.25
88309TC	LSIT1	SURGICAL PATHOLOGY LEVEL VI - TC ONLY	\$	222.69
88312TC	GIT1	SPECIAL STAINS; GRP I FOR MICROORGANISMS, INCLUDING INTERPRETATIONS & REPORT - TC ONLY	\$	66.18
88313TC	GTT1	SPEC STAINS; GROUP II, ALL OTH EX IMMUNOCYTO & IMMUNOPEROX STA, INC INT/REP - TC ONLY		52.69
88341TC or 88342TC			\$	46.39
88311TC	DET1	DECALCIFICATION PROC - TC ONLY	\$	6.49
88323TC	CRRT1	CONS & REPRT REF MAT REQ PREP SLID - TC ONLY	\$	20.50
88173TC	FNIT1	EVAL FINE NEEDL ASPIRAT;INTRPT/REP - TC ONLY	\$	66.96
	-	CPT Code Disclaimer:	•	
The	e CPT codes pr	ovided are based upon AMA guidelines and are for informational purposes o	only.	
	CPT Codes	s not listed default to Quest Diagnostics Client List price until negotiated.		

#### Performance Measures:

1. Communication with the Emergency Department, Trauma Department, Medical Staff and others with turnaround time requirements as follows:

EMERGENCY DEPART	*	INPAT	ΓΙΕΝΤ	OUTPATIENT		
Stroke Protocol	< 20 min	STAT	<30 min	Expedited	<4 hours	
STAT	< 30 min	Expedited	<4 hours	Routine	< 24 hours	
		Routine	< 18 hours			

- 2. Provider or subcontractor shall have an Autopsy Performance Rate as evidenced by: Uncomplicated Autopsy Reports are to be completed with thirty (30) days of performing the autopsy, and Complicated Autopsy Reports are to be completed within sixty (60) days of performing the autopsy one hundred percent (100%) of the time.
- 3. Provider shall ensure pathologist availability to Hospital's Department management and staff as assigned at all times. Review of reports, approval of policies/procedures, review of the Quality Control/Quality Assurance and consultations are to be completed within two (2) weeks unless quicker turnaround time is needed. The Medical Director shall establish and publish the office hours for each month and shall be available at those times.
- 4. Attend at least eighty percent (80%) of appointed committee meetings reasonably assigned, unless absence is previously discussed with appropriate committee members.

#### Patient Safety and Quality:

- 1. Assist with the development and follow full implementation of clinical pathways.
- 2. Critical findings and outcomes to be verified monthly by the parties.
- 3. Peer review reports to be delivered by Provider on a quarterly basis.
- 4. Provider shall have a laboratory quality program as evidenced by: Collaboration between the pathologists and Hospital's Department staff to identify, initiate, implement and track outcomes for a minimum of two (2) major quality initiatives per year.
- 5. Maintain oversight of the Transfusion Service within the Hospital setting. This shall include the selection and application of equipment, reagents, laboratory methods, and quality control procedures.
- 6. Support a Blood Management Program and demonstrate efficiencies and cost savings associated with said Program. The Chairman of the Blood Utilization Committee shall be responsible for developing and instituting the Program and will act as the Transfusion Safety Officer for Hospital. In the event Hospital employs a Transfusion Safety Officer, the Chairman of the Blood Utilization Committee will assist the Transfusion Safety Officer.

- 7. Develop a utilization strategy designed to eliminate laboratory testing that does not add value to the care and treatment of Hospital's patients. Provider shall demonstrate cost savings related to the utilization strategy.
- 8. All policies and procedures will be followed, including verbal orders, charted in Hospital's Electronic Health Record system.

<u>Service Location</u>: All Directorship and intraoperative pathology Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd., Las Vegas, NV 89102

Technical histology and cytology laboratory services will be provided at Quest Diagnostics' independent laboratory.

Member Physicians and Advanced Practice Professionals: See **Exhibit A-1** 

EXHIBIT A-1
PROVIDER'S MEMBER PHYSICIANS AND ADVANCED PRACTICE PROFESSIONALS

Name of Pathologist	NPI No.
Bindu, Shantala	1306852975
Burns, Charles	1033299631
de Guzman, Mary Jean	1275518201
Garcia, Diana	1659387231
Hedayat, Amin	1922427509
Hoffman, W. Howard	1568479244
Kim, Stacy	1265633077
Li, Yiting	1750641528
Mobini, Narciss	1063420602
Nahas, Elif	1427290626
Qiu, Wansong	1881600484
Scamman, Will	1497761035
Strauss, Brian	1437179306
Strauss, Jonathan	1144237827
Wang, Jeff	1194245100

#### 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 Hospital's accreditation body, 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 shall 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 state and federal regulations, State of Nevada, and Hospital's accreditation body guidelines, as evidenced by:
  - 1. Ongoing participation in preparation for inspections/surveys and timely resolutions of any identified deficiencies for the State of Nevada and Hospital's accreditation body or other regulatory agencies.
  - 2. No significant findings related to the clinical or administrative practice of pathology.
- e. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- f. Provider shall perform appropriate clinical documentation.
- g. 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").
- h. With regard to Services that Provider performs at the Department, 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.

- i. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- j. 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: (1) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (2) the patient expresses a preference for a different provider, practitioner, or supplier; (3) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (4) 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").
- k. If applicable to the Services, 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 shall 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.
- 1. Provider agrees to participate in the Merit-based Incentive Payment System ("MIPS") 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.
- m. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- n. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

- o. 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.
- p. 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.

# 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 you perform Services on-site at UMC's facilities and 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 shall 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 <a href="http://www.goldenegg.ethicspoint.com">http://www.goldenegg.ethicspoint.com</a>, or by contacting the UMC Compliance Officer at <a href="mailto:Rani.Gill@umcsn.com">Rani.Gill@umcsn.com</a> 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.

### 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 <u>all Corporate Officers and Directors only.</u>

#### 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

Rusiness Entit	v Tvi	pe (Please select	one'	\								
Sole Proprietorship		Partnership		Limited Liability		Corporation	☐ Trus	st	☐ Non-Profit Organization		☐X Other: Pro	ofessional
	gnati	on Group (Pleas		ect all that apply	)		I		,		1	
☐ MBE		□WBE		SBE		☐ PBE			☐ VET		OVET	□ ESB
Minority Busines Enterprise	ss	Women-Owned Business Enterprise		Small Business Enterprise		Physically Challenged Business Enterprise			Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business
Number of	Number of Clark County Nevada Residents Employed:											
Corporate/Bus	ines	s Entity Name:	Ho	ffman, M.D., Asso	ciat	ed Pathologists	s, Charter	ed				
(Include d.b.a.,	if ap	plicable)	Am	eriPath Nevada								
Street Address	:		423	30 Burnham Aveni	ue				bsite: Questdiagnos ctice)	ics.c	om (no unique w	ebsite for
City, State and	Zip (	Code:	Las	s Vegas, NV 8911	9				C Name: Brytnee Me			
Talankana Na			700	722 2752					ail: Brytnee.O.Meyer	<u> @Que</u>	stdiagnostics.co	om
Telephone No:			702	2.733.3752					( No: 702.505.4834			
Nevada Local S								We	bsite:			
City, State and								Loc	cal Fax No:			
-									cal POC Name:			
Local Telephor	ne No	):	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 bu	siness associations	orga	anized under or gov	/err	ned by Title 7 of	the Nevac	da R	evised Statutes, includings, and professional corporation	g but	not limited to priva	te corporations,
·		Full Name		, ,		. ,	Title	·		(N	% Owned lot required for Pub	olicly Traded
Darren T. Wheel	er, M.	D.			ice	e President, Pathology and Medical Services		ical Services	Corporations/Non-profit organizations)  100%			
This section is I	not re	equired for publicl	y-trac	ded corporations.	Ar	e you a publicly	-traded c	orpo	oration?		No	
		al members, partne appointed/elected o			invo	olved in the busir	ness entity	/, a l	Jniversity Medical Cente	r of Sc	outhern Nevada ful	l-time
☐ Yes	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 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.												
Darren W	hee	ler MD				Darren T. Whe	eler, M.D.					
Darren Wheeler MD (Oct Signature	11, 20	24 18:26 PDT)				Print Name						
J	athol	ogy and Medical Se	ervice	es		Oct 11	, 202	4				
Title						Date	,					

1

#### **DISCLOSURE OF RELATIONSHIP**

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT							
* UMC employee means an	employee of University Medica	al Center of Southern Nevada								
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	lationship by marriage.								
"To the second degree of confollows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as							
Spouse – Registered	d Domestic Partners – Childrei	n – Parents – In-laws (first deg	ree)							
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)							
For UMC Use Only:										
-	noted above, please complete the follo	owing:								
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the co	ontracting/selection process for this pa	articular agenda item?							
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in any w	vay with the business in performance	of the contract?							
Notes/Comments:										
Signature										
Print Name Authorized Department Representa	tive									

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

Issue:	Award RFP No. 2024-07 Federal and State Advocacy Services to R&R Partners, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board award the RFP No. 2024-07 for Federal and State Advocacy Services to R&R Partners, Inc.; and authorize the Chief Executive Officer to sign the Services Agreement and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; 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: Federal and State Advocacy Services

Bid/RFP/CBE: RFP 2024-07

Term: Three years from January 1, 2025, plus two separate 1-year options

Amount: \$178,200 per year; Not-to-Exceed: \$891,000

Out Clause: Termination for convenience with 15 days' prior notice.

#### **BACKGROUND:**

On August 4, 2024, a request for proposals, RFP 2024-07 Federal and State Advocacy Services, was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from the public for lobbying services. On September 13, 2024 a response was received from R&R Partners, Inc.

An ad hoc committee (comprised of UMC's Academic and External Affairs Administrator, Chief Experience Officer, Chief Nursing Officer, and Quality PT Safety and Regulatory Officer) reviewed the proposal submitted by R&R Partners, Inc., independently and anonymously, and recommended the selection of, and contract approval with, R&R Partners, Inc.

For the total not to exceed RFP award of \$891,000 for the term, R&R Partners, Inc., will provide professional advocacy services to UMC in the presentation of its interests before the federal and state legislatures, and executive branches, which includes developing strategic plans, reviewing regulations, identifying funding sources drafting legislation and amendments, and advising UMC on various issues, among other things.

Cleared for Agenda October 30, 2024

Agenda Item #

**12** 

The term of the agreement is from January 1, 2025 through December 31, 2027, with two separate one-year renewal options exercisable at UMC's discretion. Staff also requests authorization for the UMC CEO, at the end of the initial term, to exercise the extension options at CEO discretion if deemed by UMC staff to be beneficial.

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

R&R Partners, Inc., holds a Clark County vendor registration.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for award by the Governing Board.



October 30, 2024

R&R Partners, Inc.
Pete Ernaut, Chief Government Relations Officer
900 S. Pavilion Center Drive
Las Vegas, NV 89144

**RE:** Notice of Award

RFP No. 2024-07 Federal and State Advocacy Services

Dear Mr. Ernaut,

On behalf of University Medical Center of Southern Nevada ("UMC"), I want to inform you that R&R Partners, Inc., is hereby awarded RFP No. 2024-07 for Federal and State Advocacy Services. The Agreement will commence on January 1, 2025.

Should you have any questions, please direct them to:

Fred Parandi Contracts Specialist Phone: (702) 383-2346

E-mail: fred.parandi@umcsn.com

I thank you for your interest in doing business with UMC, and I look forward to a great working relationship with your company.

Sincerely,

Mason Van Houweling Chief Executive Officer

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

# RFP NO. 2024-07 FEDERAL AND STATE ADVOCACY SERVICES AGREEMENT

# R&R PARTNERS, INC. NAME OF FIRM Pete Ernaut, Chief Government Relations Officer DESIGNATED CONTACT, NAME AND TITLE (Please type or print) 900 S. Pavilion Center Drive Las Vegas, NV 89144 ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE (775) 323-1611 (AREA CODE) AND TELEPHONE NUMBER Pete.ernaut@rrpartners.com E-MAIL ADDRESS

#### RFP NO. 2024-07 FEDERAL AND STATE ADVOCACY SERVICES AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and R&R PARTNERS, INC., a Nevada corporation (hereinafter referred to as "COMPANY"), for federal and state advocacy services (hereinafter referred to as "PROJECT").

#### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$891,000 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

#### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from January 1, 2025 through December 31, 2027 ("Term"). HOSPITAL shall have two separate options, each for a one-year period, to extend the Term. During the Term, including all option periods, COMPANY agrees to provide services as required by HOSPITAL within the Scope of Work (**Exhibit A**) of this Agreement.

#### SECTION II: COMPENSATION AND TERMS OF PAYMENT

#### A. <u>Terms of Payments</u>

- HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) as set forth in the Fee Schedule (Exhibit A-1). It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by COMPANY, and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
- 2. Payment of invoices will be made within sixty (60) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
- 3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.

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- 4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
- 5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
- 6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.

7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

#### B. HOSPITAL's Fiscal Limitations

- 1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
- 2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

#### **SECTION III: SCOPE OF WORK**

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

#### SECTION IV: CHANGES TO SCOPE OF WORK

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

#### SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, 277 of 394 demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff including its corporate compliance program, HOSPITAL's Contracted/ Non-Employee Requirements policy and HOSPITAL's Vaccine Policy, as may be amended from time to time. HOSPITAL will provide copies of said policies upon COMPANY request. COMPANY may be required to (i) register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who provide services to HOSPITAL, the records of which shall be maintained and kept by COMPANY. Upon COMPANY request, HOSPITAL may perform the background check and bill COMPANY the actual and incurred cost of same. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products pn.gany. Of 394 other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first.

- HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Shana Tello, Academic and External Affairs Administrator, telephone number (702) 383-3842 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### SECTION IX: SUSPENSION AND TERMINATION

#### A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage Political PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

#### B. <u>Termination</u>

#### 1. <u>Termination for Cause</u>

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

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

#### 2. <u>Termination for Convenience</u>

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

#### 3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
  - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that is has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

#### **SECTION X: INSURANCE**

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COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

#### **SECTION XI: NOTICES**

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

TO HOSPITAL:

University Medical Center of Southern Nevada

ATTN: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO COMPANY:

R&R Partners, Inc.

ATTN: Pete Ernaut, Chief Government Relations Officer

900 S. Pavilion Center Drive Las Vegas, NV 89144

#### **SECTION XII: MISCELLANEOUS**

#### A. ADA Requirements

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

#### B. Amendments

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

#### C. Assignment

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

#### D. Audits

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

#### E. Clark County Business License / Registration

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

#### F. Complete Agreement

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

#### G. Confidential Treatment of Information

Page 281 of 394

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the terms of Business Associate Agreement (BAA).

#### H. Counterparts

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

constitute a single instrument.

#### I. Covenant

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

#### J. Covenant Against Contingent Fees

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

#### K. Exclusion

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

#### L. Governing Law / Venue

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

#### M. Gratuities

- 1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- 2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by
     COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
- 3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### N. Immigration Reform and Control Act

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

the performance of this Agreement.

#### O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

#### P. Independent Contractor

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

#### Q. Prohibition Against Israel Boycott:

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

#### R. Public Funds / Non-Discrimination

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

#### S. Public Records

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

#### T. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written cpgsents of the other party.

#### U. Subcontractor Information

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

#### V. Survival of Terms.

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

#### W. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** of this Agreement.

#### X. Waiver; Severability

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

PETE ERNAUT

Chief Government Relations Officer

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

HOSPITAL:

Ву:			
MASON VAN HOUWEL Chief Executive Officer	ING	DATE	
COMPANY:			
R&R PARTNERS, INC.			
E-SIGNED by Pete		October 16, 2	024

DATE

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## EXHIBIT A SCOPE OF WORK

COMPANY shall provide professional advocacy services to HOSPITAL in the representation of its interests before the federal and state legislature, and executive branches.

#### FEDERAL ADVOCACY SERVICES

Services to be performed by COMPANY for the PROJECT shall consist of the work described as set forth and defined herein.

COMPANY's activities shall include, but are not be limited to, working closely with HOSPITAL's staff to complete the following tasks:

#### A. Federal Program Development:

- In partnership with HOSPITAL, develop a strategic plan for pursuing legislative interests before Congress and the Administration.
- 2. Identify major issues which may potentially affect HOSPITAL and which are expected to be reviewed by Congress and the Administration.
- 3. Assist in drafting the Federal Program for HOSPITAL.

#### B. Advice and Advocacy on Behalf of HOSPITAL:

- 1. Review federal executive proposals, proposed and adopted administrative rules, regulations, funding opportunities and other federal developments for impacts on HOSPITAL, and confer with HOSPITAL's staff on any issues that may impact University Medical Center of Southern Nevada.
- 2. Proactively advise HOSPITAL on issues, which may impact HOSPITAL's policies, programs, or HOSPITAL's long-range success at fulfilling its federal program.
- Assist to develop draft legislation, amendments, presentations and talking points, in keeping with, or supportive
  of, HOSPITAL's legislative interests.
- 4. Communicate HOSPITAL's legislative platform and requests to the appropriate elected representatives, key Committee members, federal agencies, and other persons as appropriate.
- 5. As requested, assist in preparing testimony before Congressional committees on behalf of HOSPITAL.
- As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners, and/or HOSPITAL's staff and Congressional representatives or staff.
- 7. Assist with identifying federal funding sources for HOSPITAL.
- 8. Routinely inform delegates of the positive accomplishments of HOSPITAL.

#### C. Federal Agency Assistance:

- 1. Inform HOSPITAL of relevant opportunities for federal assistance,
- 2. Recommend and perform appropriate liaison and follow-up work with federal agencies on behalf of HOSPITAL.
- 3. Promote HOSPITAL's programs to agencies which might shape future agency funding priorities. Create partnerships toward improving funding opportunities for HOSPITAL.

#### II. STATE OF NEVADA ADVOCACY SERVICES

COMPANY will be responsible for all personnel and resources, to include all travel, lodging, meals and miscellaneous expenses, while supplementing the work of HOSPITAL's staff in identifying, and helping to prioritize opportunities and challenges for HOSPITAL with respect to issues under consideration by the Nevada State Legislature, the Office of the Governors and relevant state and county agencies. COMPANY shall adhere to NRS 218H in its entirety.

COMPANY's activities shall include, but are not be limited to, working closely with HOSPITAL's staff to complete the following tasks:

#### A. State Program Development:

- 1. In partnership with HOSPITAL, develop a strategic plan for pursuing legislative interests before Legislature and 285 of 394 the Administration.
- Identify major issues which may potentially affect HOSPITAL and which are expected to be debated by Legislation and the Administration.
- 3. Develop a strategic plan for pursuing legislative interests before the Nevada State Legislature, including the support, opposition, or amendment of proposed legislation or regulations.
- 4. Develop and draft legislation and amendments in keeping with, or supportive of, HOSPITAL's legislative interests.
- Consult with HOSPITAL on proposed legislation and policies as well as emerging issues that may affect HOSPITAL.

#### B. Advice and Advocacy on Behalf of HOSPITAL:

- 1. Review state executive proposals, proposed and adopted administrative rules, regulations, grant announcements, appropriations and other state developments for impacts on HOSPITAL, and confer with HOSPITAL's staff on any issues that may impact University Medical Center of Southern Nevada.
- Proactively advise HOSPITAL on issues which may impact HOSPITAL's policies, programs, or HOSPITAL's longrange success at fulfilling its state program.
- Communicate HOSPITAL's legislative platform to the appropriate elected representatives, key Committee members, state agencies, and other persons as appropriate.
- 4. As requested, assist in preparing testimony before Legislation committees on behalf of HOSPITAL.
- As requested, coordinate appointments, meetings, or contact between the Board of County Commissioners and/or HOSPITAL's staff and Legislation representatives or staff. Coordinate Legislators' visits at University Medical Center of Southern Nevada.
- Assist with identifying additional state administered funding sources and grant opportunities.

#### C. State Agency Assistance:

- 1. Inform HOSPITAL of relevant opportunities for state assistance.
- 2. Recommend and perform appropriate liaison and follow-up work with state agencies on behalf of HOSPITAL, in a manner HOSPITAL determines to be in its best interest.
- 3. Promote HOSPITAL's programs to agencies which might shape future agency funding priorities. Create partnerships that might improve funding opportunities for HOSPITAL.
- 4. Monitor state legislative committee meetings, agency hearings, and meetings prior to and during the regular and special legislative session(s) at which issues, that may affect HOSPITAL, may arise.
- As needed, testify before state legislative committees on behalf of HOSPITAL during the legislative session and special session(s).
- Lobby for HOSPITAL's position on legislation, regulatory matters, and matters of interest, including:
  - a. Direct contact and communication with the executive branch;
  - b. Direct contact and communication with state legislators and staff, and
  - c. Direct contact and communication with representatives of state and local agencies; developing documents and talking points on legislation and regulations as directed.
- 7. As requested, coordinate appointments, meetings, or contact between HOSPITAL's Executive staff, or Administrative Services staff, and state legislators and/or executive office.
- 8. As requested, provide in-person briefings to HOSPITAL's Executive staff and Government Relations staff on key issues and legislative activity.
- 9. Routinely inform legislators of the positive accomplishments of HOSPITAL.

#### III. Conflicts of Interest:

- A. Prior to COMPANY contracting with any new or additional client(s) for federal and/or state or local advocacy, direct or indirect, and lobbying services in healthcare or related industries, COMPANY shall contact HOSPITAL in writing. Hospital will then determine if representation of the new client would pose a significant chance of conflict with HOSPITAL's interest and receive written consent from HOSPITAL prior to engaging in a contract for any new or additional federal, state or local lobbying client in healthcare or related industries.
- B. Should a conflict arise, COMPANY shall notify HOSPITAL in writing of the nature of the conflict and, upon written approval by HOSPITAL, COMPANY may subcontract with or arrange for work defined in the Scope of Work to be completed by an approved agency or contractor. COMPANY shall cease then to represent HOSPITAL on that issue, and COMPANY or subcontractor, as determined by HOSPITAL in its sole discretion, without the conflict should take over that issue. Should both COMPANY and subcontractor have the same conflict, HOSPITAL shall have the right to terminate the contract without prior notice. In the event that such a right to terminate arises and HOSPITAL exercises such right, no amounts shall be due to COMPANY beyond those that arose prior to the effective date of termination.
- C. COMPANY shall provide HOSPITAL with disclosure of promotion of any campaign for political office at any level performed by COMPANY for candidates running for Clark County office.

#### IV. Initial Project Timetable:

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#### October-December 2024

- Award of contract.
- Full team kickoff meeting to establish HOSPITAL state and federal legislative agenda.
- In-person Integration of COMPANY's team with HOSPITAL counterparts.
- · Setting of regular meetings, updates and consultations within teams.
- Finalize deliverables, detailed project schedule and objectives.

V. Training:

COMPANY anticipates conducting ongoing training regarding messaging, media relations, and coaching to prepare HOSPITAL team members for media interviews, legislative hearings, and key stakeholder meetings on an as-needed basis throughout the duration of the agreement and in coordination with HOSPITAL's Public Relations team.

#### VI. Customer Service:

A. Support services that COMPANY typically provides are strategic planning and ideation; direct state and federal advocacy services; regular, in-person, conference call and written updates and meetings with a frequency determined by operational necessity; and tracking and coverage of relevant bills, hearings and meetings.

B. All work on HOSPITAL's behalf will be supervised by COMPANY's team lead, the Chief Government Affairs Officer. Any issue with performance, quality of support staff or customer satisfaction will be addressed by leadership after consultation

with the HOSPITAL advocacy team.

#### VII. Reporting:

A. COMPANY will customize its reporting documents according to HOSPITAL team's preferences. (Quarterly Reports to include Federal and State Legislative updates.)

B. As a retainer-based government and public affairs client of COMPANY, COMPANY anticipates reaching a mutually agreeable plan of updates on a regular basis to all appropriate members of HOSPITAL's team, and involving all relevant members of COMPANY's advocacy team. COMPANY anticipates this will take the form of regular conference calls, written reports on at least a monthly basis, and an increased schedule of coordination activities as the legislative session approaches.

[The remainder of this page is intentionally left blank.]

#### EXHIBIT A-1 FEE SCHEDULE

The fixed Fee Schedule herein is all-inclusive (including, but not limited to: labor, staffing, supplies, equipment, transportation, and per diem for the project/deliverables), as described in the Scope of Work (**Exhibit A**).

	Monthly Cost	Annual Cost
January December 2025	\$14,850	\$178,200
January December 2026	\$14,850	\$178,200
January December 2027	\$14,850	\$178,200
January December 2028 (Option 1)	\$14,850	\$178,200
January December 2029 (Option 2)	\$14,850	\$178,200
	Total Extended Cost	\$891,000

[The remainder of this page is intentionally left blank.]

# EXHIBIT B INSURANCE REQUIREMENTS

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

- A. <u>Format/Time</u>: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. <u>Best Key Rating</u>: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. <u>HOSPITAL Coverage</u>: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. <u>Endorsement/Cancellation</u>: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. <u>Deductibles</u>: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. <u>Aggregate Limits</u>: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. <u>Commercial General Liability</u>: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. <u>Automobile Liability</u>: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and <u>any auto</u> used for the performance of services under this Agreement.
- I. <u>Professional Liability</u>: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. <u>Additional Insurance</u>: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. <u>Damages</u>: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. <u>Insurance Submittal Address</u>: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. <u>Insurance Form Instructions</u>: The following information <u>must</u> be filled in by COMPANY's Insurance Company representative:
  - 1. Insurance Broker's name, complete address, phone and fax numbers.

- 2. COMPANY's name, complete address, phone and fax numbers.
- 3. Insurance Company's Best Key Rating
- 4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products Completed Operations Aggregate (\$2,000,000)
- 5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- 6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
- 7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
- 8. Description: RFP NO. 2024-07 FEDERAL AND STATE ADVOCACY SERVICES (must be identified on the initial insurance form and each renewal form).
- 9. Certificate Holder:

University Medical Center of Southern Nevada c/o Contracts Management 1800 W. Charleston Blvd.
Las Vegas, Nevada 89102

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



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

cer	certificate holder in lieu of such endorsement(s).								
PRO	DUCER	CONTACT NAME:							
1.	INSURANCE BROKER'S NAME ADDRESS	PHONE (A/C No. E)	Ext):	FAX (A/C No.) BROKER'S FAX NUME					
		E-MAIL ADDRESS:	:	BROKER'S EMAIL ADDRESS					
				INSURER(S) AFFORDING COVERAGE		NAIC#			
INSU	JRED	INSURER	R A:		COM	DANY'S			
2.	//TYPE//'S NAME ADDRESS	INSURER	R B:		RES	TKEY			
	PHONE & FAX NUMBERS	INSURER	R C:			TIME			
		INSURER	R D:		KA	0/11/			
		INSURER	R E:						
		INSURER	R F:						
CO	VERAGES	CERTIFICATE NUMBER:		F	REVISION N	NUMBER:			
THI	S IS TO CERTIFY THAT THE POLICI	ES OF INSURANCE LISTED BELOV	W HA	VE BEEN ISSUED TO THE INSURE	D NAMED AB	OVE FOR THE POLICY			

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

<del></del>			<del></del>						
INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,	,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E)	50,000
	CLAIMS-MADE X OCCUR.						MED EXP (Any one person)	\$(F)	5,000
		Х					PERSONAL & ADV INJURY	\$(G) 1,	,000,000
							GENERAL AGGREGATE	\$(H) 2	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I) 2,	,000,000
	POLICY X PROJECT LOC						DEDUCTIBLE MAXIMUM	\$	25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1	,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS	х					BODILY INJURY (Per accident)	\$	
	SCHEDULED AUTOS	^					PROPERTY DAMAGE (Per accident)	\$	
	HIRED AUTOS							\$	
	NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$	25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU- TORY LIMITS OTHER	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	х					E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)  describe under	``					E.L. DISEASE - E.A. EMPLOYEE	\$	
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,	,000, <del>0</del> 00
8.	1			(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U)	300,000

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

RFP NO. 2024-07 FEDERAL AND STATE ADVOCACY SERVICES

#### 9. CERTIFICATE HOLDER

#### CANCELLATION

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

10. AUTHORIZED REPRESENTATIVE

@ 1988-2010 ACORD CORPORATI	ON. All rights reserved.
ACORD 25 (2010/05)	The ACORD name and logo are registered marks of ACORD
POLICY NUMBER:	COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: RFP NO. 2024-07 FEDERAL AND STATE ADVOCACY SERVICES

# THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

#### **SCHEDULE**

Name of Person or Organization:

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

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

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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# EXHIBIT C SUBCONTRACTOR INFORMATION

#### **DEFINITIONS:**

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

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

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

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

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

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

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

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

1.	Subcontractor Name:	***
	Contact Person: Telephone Number:	
	Description of Work:	
	Estimated Percentage of Total Dollars:	
	Business Type: MBE WBE PBE SBE NBE	
2.	Subcontractor Name:	
	Contact Person: Telephone Number:	
	Description of Work:	
	Estimated Percentage of Total Dollars:	
	Business Type: MBE WBE PBE SBE NBE	
3.	Subcontractor Name:	
	Contact Person: Telephone Number:	
	Description of Work:	
	Estimated Percentage of Total Dollars:	
	Business Type: MBE WBE PBE SBE NBE	Page 293 of
4.	Subcontractor Name:	
	Contact Person: Telephone Number:	
	Description of Work:	······
	Estimated Percentage of Total Dollars:	
	Business Type: MBE WBE PBE SBE NBE	

394

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

## **EXHIBIT D**

## [INTENTIONALLY OMITTED]

[The remainder of this page is intentionally left blank.]

# EXHIBIT E TRAVEL POLICY

- A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.
- B. The following are the acceptable travel guidelines for reimbursement of travel costs;

Reimbursement shall only be for the contract personnel/traveler. HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.

<u>Airfare</u>: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

<u>Parking</u>: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

<u>Lodging</u>: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

#### Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
  - Air travel is not available
  - The distance to the destination is less than 150 miles
  - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
  - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
  - Transporting large or bulky materials
- Rental cars should be returned:
  - To the original rental city unless approved for one-way rental
  - Intact (i.e., no dents, scratches or other damage within the traveler's control)
  - On time, to avoid additional charges
  - With a full tank of gas

<u>Uber/Lyft/Taxi/Shuttle Vehicles</u>: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Page 295 of 394

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the <u>original itemized receipts</u> with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
  - With copy of executed Agreement highlighting the allowable travel
  - List of travelers
  - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off
- C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.
- D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.

[The remainder of this page is intentionally left blank.]

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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☐ Sole Proprietorship		Partnership	Lin Comp	nited Liability any	Corporation	☐ Trus	t Non-Profit Organization	☐ Other							
Business De	signati	ion Group (Pleas	e select	all that apply											
☐ MBE		□WBE		SBE	☐ PBE		□ VET	□DVET	□ ESB						
Minority Business Enterprise  Women-Owned Business Enterprise			S	mall Business nterprise	Physically Ch Business Ent		Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business						
Number of Clark County Nevada Residents Employed: 123															
Corporate/Bu	sines	s Entity Name:	R&R	Partners, Inc.											
(Include d.b.a	a., if ap	plicable)													
Street Addres		. ,	900 Sc	outh Pavilion Ce	enter Drive		Website: www.rrpartners.co	om							
							POC Name: Morgan Baun	ngartner							
City, State ar	d Zip	Code:	Las V	egas, NV 8914	1		Email: morgan.baumgartr	ner@rrpartners.com							
Talanhana N			702-2	28-0222				0.1							
Telephone N	0:		102-2	20-0222		-	Fax No: 702-228-7171								
Nevada Loca	I Stree	t Address:					Website:								
(If different fr	om ab	ove)													
City, State a	nd Zip	Code:					Local Fax No:								
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Local Teleph	one No	o:					Email:								
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R&R PARTNERS

REVISED 7/25/2014

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

Issue:	Award of Bid No. 2024-08, UMC 2040 Administrative Office Buildout Floors 3, 4 & 5 Project PWP# CL-2024-521, to Martin-Harris Construction, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board award the Bid No. 2024-08, UMC 2040 Administrative Office Buildout Floors 3, 4 & 5 Project PWP# CL-2024-521, to Martin-Harris Construction, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2024-08 UMC 2040 Administrative Office Buildout Floors 3, 4 & 5

Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.

Term: 126 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration

in days allowed for in subsequently executed change orders, if applicable.

Amount: \$1,906,997.00

Out Clause: UMC has the right to immediately terminate for convenience upon notice.

#### **BACKGROUND:**

On August 11, 2024, Bid No. 2024-08 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvement of a UMC-owned building located at 2040 W Charleston Blvd, Las Vegas, NV 89102. The building is a six story office building. This project will primarily take place on Floors 3, 4, and 5 within the six story structure at the aforementioned address. The referenced floors will have minimal demolition as well as new construction. The scope includes new casework, flooring, ceilings, plumbing fixtures, additional electrical for emergency radios and surface finishes. Access controls and all fire detection systems for the building are, or are to be, provided by Honeywell.

Cleared for Agenda October 30, 2024

Agenda Item#

13

On or before Monday, September 23, 2024, UMC received responses from:

Bids Received	Total	Base Bid Amount
Martin-Harris Construction, LLC	\$	1,906,997.00
JMB Construction, Inc.	\$	2,216,842.00
Builders United, LLC	\$	2,288,000.00
Starke Enterprise, LLC	\$	2,299,979.00
NOTAJO LLC*	\$	2,345,942.00
Monument Construction	\$	2,811,688.46
*Bid is recommended for rejection		

All of the above bids were received on or before September 23, 2024 and were opened on September 23, 2024. The apparent low bid of \$1,906,997.00 was received from Martin-Harris Construction, LLC, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Martin-Harris Construction, LLC, is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 126 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a 12-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Martin-Harris Construction, LLC, currently holds a Clark County Business License.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for award by the Governing Board.



October 30, 2024

Martin-Harris Construction, LLC ATTN: Wade Pope, Vice President of Operations 3030 S Highland Drive Las Vegas, NV 89109

**RE: NOTICE OF AWARD** 

UMC BID NUMBER 2024-08, UMC 2040 Administrative Office Buildout

Floors 3, 4 & 5 Project (PWP NO. CL-2024-521)

Dear Mr. Pope,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Martin-Harris Construction, LLC, in the amount of \$1,906,997.00. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations

Tamera Hone, Plant Operations

Stephanie L. Charfauros, Project Management

#### **BID ATTACHMENT 1**

# BID NUMBER 2024-08 PWP#CL-2024-621 BID TITLE UMC 2040 Admin Office Buildout Floors 3,495

#### **Bidder Statement of Authority to Submit Bid**

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

L()

CURRENT STATE: NV LICENSE NO. 79469	ISSUE DATE: 1010 2014	EXPIRATION DATE: 10 31 2024
CURRENT COUNTY: CLOT K LICENSE NO. 10021 63989	ISSUE DATE: 5/1/24	EXPIRATION DATE: 10 31 24
CURRENT CITY: LOS VOGOS LICENSE NO. 1002163989	ISSUE DATE: 5/1/24	EXPIRATION DATE: 10 31 24

#### **BID ATTACHMENT 3**

#### UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

#### **BID FORM**

BID NO. 2024-08

UMC 2040 Administrative Office Buildout Floors 3, 4 & 5 PWP NUMBER: CL-2024-521

Martin Harris Construction, LLC (NAME) 3030 S. Highland Dr. Las Vegas, NV 89100 (ADDRESS)

#### I, THE UNDERSIGNED BIDDER:

- 1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
- 2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
- 3. Have completed all information in the blanks provided and have submitted the following within this Bid:
  - a) BID ATTACHMENT 6: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b) BID ATTACHMENT 4: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
  - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
- 4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit BID ATTACHMENT 5 within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to <a href="mailto-fred.parandi@umcsn.com">fred.parandi@umcsn.com</a> and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
  - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
    - 1) A description of the labor or portion of the work that the BIDDER will perform: or
    - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
  - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
  - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
- 5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit BID ATTACHMENT 7, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to <a href="mailto:fred.parandi@umcsn.com">fred.parandi@umcsn.com</a>. OWNER shall not be responsible for lists regarged after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

of 394

#### UMC 2040 Administrative Office Buildout Floors 3, 4 & 5

- 6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 14** "Disclosure of Ownership/Principals" form within 24-hours of request.
- 7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 11, Schedule of Values**, by 5:00 PM of the next business day.
- 8. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 13, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
- 9. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
- 10. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
- 11. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
- 12. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$200.00** per day as liquidated damages.
- 13. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
- 14. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified** in the General Conditions.
- 15. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
- 16. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
- 17. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
- 18. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,	8/22/24	Addendum No.	n/a	dated,	n/a
Addendum No.	2	dated,	8/29/24	Addendum No.	n/a	dated,	n/a
Addendum No.	3	dated,	9/23/24	Addendum No.	n/a	dated,	n/a
Addendum No.	n/a	dated,	n/a	Addendum No.	n/a	dated,	n/a

#### UMC 2040 Administrative Office Buildout Floors 3, 4 & 5

19. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 228,321.00
02	PERMITS AND FEES	\$ 15,000.00
03	3 <sup>rd</sup> PARTY TESTING/QAA	\$ 5,000.00
04	DEMOLITIONS	\$ 95,852.00
05	WOOD, PLASTICS, AND COMPOSITES	\$
06	THERMAL AND MOISTURE PROTECTION	\$ 4,872.00
07	FINISHES	\$ 315,755.00
08	SPECIALTIES	\$ 15,812.00
09	MILLWORK	\$ 50,859.00
10	DOORS AND HARDWARE	\$ 112,480.00
11	PLUMBING	\$ 21,500.00
12	HVAC	\$ 127,408.00
13	ELECTRICAL	\$ 188,135.00
14	COMMUNICATIONS	\$
15	FIRE SUPPRESSION	\$ 21,350.00
16	DOORS AND HARDWARE	\$
17	CONTROLS	\$ 208,151.00
18	ELECTRONIC SAFETY AND SECURITY ( HONEYWELL)	\$ 205,786.00
19	FIRE ALARM	\$ 92,716.00
20	CONSTRUCTION CONTINGENCY	\$ 198,000.00
	TOTAL BID AMOUNT	\$
	ADD ALTERNATIVES	6
01		\$
02		\$
03		
04		\$
	ADD ALTERNATES AMOUNT	\$ 1,906,997.00
	GRAND TOTAL BID AMOUNT	\$ 1,500,557,000

Page 3 4 of 394

#### PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

UMC 2040 Administrative Office Buildout Floors 3, 4 & 5 Authorized Signature

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

#### **ADDITIVE ALTERNATES**

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
	ADD ALTERNATES AMOUNT	\$
	GRAND TOTAL BID AMOUNT	\$

20. BUSINESS ENTERPRISE INFORMATION: N/A		
The BIDDER submitting this Bid is a   MBE WBE  Instructions to Bidders.	PBE SBE VET DVET ESB as defined in the	
21. BUSINESS ETHNICITY INFORMATION:		
The BIDDER submitting the Bid Ethnicity is ☐ Caucasia (HA) ☐ Asian Pacific American (AX) ☐ Native America	an (CX)	
☐ Other as defined in the Instructions to Bidders.		
22. <u>BIDDERS' PREFERENCE</u> Is the Bidder claiming Bidders	' Preference?	
Yes If yes, the Bidder acknowledges that he/she is requested.  Attachment7).	uired to follow the requirements set forth in the Affidavit (Bid	
☐ No I do not have a Certificate of Eligibility to recei	ive preference in bidding.	
23. Martin Harris Construction LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CO	DITTACT CONTRACT	
3030 S. Highland Dr. Las VI	egas, NV 89109	
Las Vigas, NV, 89109 CITY, STATE, ZIPCODE		
102.365.5257 TELEPHONE NUMBER	N)A FAX NUMBER	
TEEL HOME HOMBEN	Typernomber	
NEVADA STATE CONTRACTORS' BOARD LICENSE IF	NFORMATION:	
I certify that the license(s) listed below will be the license(	(s) used to perform the majority of the work on this project.	
LICENSE NUMBER: 79469		
LICENSE CLASS: 4B		
LICENSE LIMIT: UNLIMED		
ONE TIME LICENSE LIMIT INCREASE \$ N \ A	IF YES, DATE REQUESTED N \A	
DUN & BRADSTREET NUMBER 08133635		
CLARK COUNTY BUSINESS LICENSE NO.	1002163989	
STATE OF NEVADA BUSINESS LICENSE NO.	NV20141509313	
WANG LOSE VICE INS! DENT OPERATIONS AUTHORIZED REPRESENTATIVE	Procurement Martin Page 30 Com E-MAIL ADDRESS	of 39
(PRINT OR TYPE)	0123124	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	TODAY'S DATE	

#### DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	ype (Please selec	ct one	)							
☐ Sole Proprietorship	]Partnership		Limited bility Company	Г	☐ Corporation	☐ Trus	t Non-Profit Organization		☐ Other	
Business Designa	tion Group (Plea	se sel	lect all that ap	ply)	N/A					
☐ MBE	□WBE		SBE		☐ PBE		□ VET		DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	t	Small Busine Enterprise	ss	Physically Ch Business Ente		Veteran Owned Business		sabled Veteran wned Business	Emerging Sn Business
Number of Cla	ark County N	leva	da Resider	nts l	Employed:	287				
Corporate/Busines	ss Entity Name:	N	/ARTIN HA	<b>IRR</b>	RIS CONSTE	RUCTIO	ON, LLC			
(Include d.b.a., if a	pplicable)									
Street Address:		30	30 S HIGH	LAN	ND DRIVE		Website: WWW.	MART	INHARRIS.C	MO
City, State and Zip	Code:	LA:	S VEGAS,	NV	89109		POC Name: FRANK Email: PROCUR		/' MARTIN IT@MARTIN	HARRIS.CO
Telephone No:		70	2-385-525	7			Fax No: 702-384-	The second second		
Nevada Local Stre	et Address:		- HO - NOT CAN				Website:	Harwing Co. Co.		
(If different from al										
City, State and Zip	Code:						Local Fax No:			
-							Local POC Name:		<u> </u>	
Local Telephone N	0:			Email:						
All entities, with the or financial interest in						t list the na	ames of individuals holdi	ng more	than five percent	(5%) ownership
Publicly-traded enti-	ties and non-prof	it orga	anizations sha	II list	t all Corporate	Officers a	and Directors in lieu of , extends to the applican	disclosi	ng the names of	individuals with
Particular ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (					ACCUSE SEASON SE		, extends to the applican Nevada Revised Stati			nited to private
							limited partnerships, and			
	Full Name			Title				% Owned (Not required for Publicly Traded		
								Corporations/Non-profit organizations)		
JACK	LIVINGOOD			CHAIRMAN					68%	
ROB	MOORE			CEO					7%	
CORY	/ MOORE			PRESIDENT				-	6%	
		1,100		-		NAME OF THE OWNER, OWNE				
This section is not re	equired for public	ly-trad	led corporatior	is. A	re you a publicl	y-traded o	corporation?	Yes	⊠ No	
employee(s), or	appointed/elected	official	(s)?				y, a University Medical C			
☐ Yes							outhern Nevada employer other contracts, which			
							ed domestic partner, ch f Southern Nevada full			pointed/elected
☐ Yes	⊠ No (If	yes, pl	ease complete	the Di	isclosure of Relat	tionship fo	rm on Page 2. If no, ple	ase print	N/A on Page 2.)	]
certify under penalty Center of Southern I completed disclosure	of perjury, that allevada Governing	ll of the Board	e information p I will not take a	rovide action	ed herein is curro n on land-use ap	ent, comp oprovals, c	lete, and accurate. I als contract approvals, land	so unders sales, le	stand that the Universes or exchang	versity Medical es without the
Allw	<b>N</b>				FRANK 'G					
Signature				-	Print Name					
DDECIDENT										
PRESIDENT					3/10/202	22				

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Amendment Four to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, 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 Four to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; or take action as deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000714200 Funded Pgm/Grant: N/A

Description: Locum Tenens and Advanced Practitioners Staffing Services

Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services

Term: Amendment 4 – extend for one (1) year from 1/1/2025 to 12/31/2025

Amount: Amendment 4 – additional NTE \$10,000,000

Out Clause: 60 days w/o cause

#### **BACKGROUND:**

On November 16, 2022, the Governing Board approved the Master Professional Services Agreement ("Agreement") with Medicus Healthcare Solutions, LLC ("Medicus") to provide a full range of trauma and/or surgical anesthesiology locum tenens and advanced practitioners staffing services including, but not limited to, UMC's Departments of Anesthesiology, Trauma, Emergency Room, Radiology, Cardiac Catheterization Lab, Burn Unit and/or Surgery. The initial Agreement Term was from November 16, 2022 through May 16, 2023, with three (3) renewal periods of six (6) months each unless terminated without cause with a 60-day notice, with a not-to-exceed amount of \$4,950,000.

Amendment One, effective March 21, 2023, extended the Term through December 31, 2023, increased the funding by adding a NTE \$11,050,000, and updated the fee schedule. A Radiology Statement of Work ("Radiology SOW"), effective July 21, 2023, added radiology locum tenens to provide project-based services. Amendment Two, effective December 5, 2023, extended the Agreement and Radiology SOW's Term through December 31, 2024. Amendment Three, added funding of \$10,000,000.

This Amendment Four requests to extend the Term for one (1) year through December 31, 2025, increase the funding by adding NTE \$10,000,000, and update the scope of services and fee schedule for the Radiology

Cleared for Agenda October 30, 2024

Agenda Item #

**14** 

SOW, to anticipate continued services provided by Medicus that were not contemplated in the original Agreement.

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 October 23, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

#### Amendment Four to Master Professional Services Agreement and its Statement of Work

This Amendment Four ("Amendment Four") is made and entered into as of this 19<sup>th</sup> day of November, 2024 (the "Amendment Effective Date") by and between **Medicus Healthcare Solutions**, **LLC**, a New Hampshire limited Liability company with a principal place of business at **22 Roulston Rd.**, **Windham**, **NH 03087** ("Medicus") and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes with a principal place of business at **1800 W. Charleston Blvd.**, **Las Vegas**, **NV 89102** ("Client").

#### RECITALS:

WHEREAS, Client and Medicus entered into a Master Professional Services Agreement with an effective date of November 16, 2022, as amended ("Agreement"); and

WHEREAS, subsequent to the signing of the Agreement, Client and Medicus entered into a Statement of Work for Medicus to provide project-based services in the specialty of radiology to Client with an effective date of July 21, 2023 ("Radiology SOW").

NOW, THEREFORE, the parties wish to continue their relationship under the Agreement and the Radiology SOW and amend them as follows:

- 1. In Section 2.1 Term of the Agreement, the end date of December 31, 2024 shall be replaced with December 31,2025.
- 2. In Exhibit B Statement of Work; Section 6 SOW Term of the Agreement, the end date of December 31, 2024 shall be replaced with December 31, 2025.
- 3. In Section 6 SOW Term of the Radiology SOW, the end date of December 31, 2024 shall be replaced with December 31, 2025.
- 4. Effective January 1, 2025, the following is added to Section 1.2 Scope of Services of the Radiology SOW:
  - "Two (2) FTEs for overnight coverage, seven (7) days a week."
- 5. Effective January 1, 2025, Section 4 Fees of the Radiology SOW under "Diagnostic (Daytime, Swing, Overnight)" Modality of the Transition Services pricing model table, the following shall be deleted and replaced with:

Modality	Target FTEs	Shift Length (Hrs)	Onsite/ Remote	Maximum Hourly Rate (will not exceed)	Call	Call Rate	Comments
Diagnostic (Daytime, Swing, Overnight)	Up to 6	8	7 days per week; tele support acceptable	Daytime: \$450 Swing: \$500 Overnight:	N/A	N/A	(TBD) Daytime (TBD) Swing (2 FTEs) Overnight 1 provider daily that can Nuc Med

- 6. In Exhibit B Statement of Work; Section 4 Fees of the Agreement, the funding is hereby amended to add an additional not to exceed amount of \$10,000,000 for the Term of the Agreement.
- 7. All other provisions of the Agreement and the Radiology SOW not conflicting with this Amendment Four will remain in full force and effect.

[Signature page to follow]

**IN WITNESS WHEREOF**, the parties execute this Amendment Four as of the Amendment Effective Date. Each person who signs this Amendment Four below represents that such person is fully authorized to sign this Amendment Four on behalf of the applicable party.

Medicus Healthcare Solutions, LLC  DocuSigned by:	University Medical Center of Southern Nevada
Name: Heather Croke Heather Croke Signature:	Name: Mason Van Houweling
Signature:	Signature:
9/26/2024   12:39 PM EDT Date:	Date:
Title: CPO	Title: CEO

### DISCLOSURE OF OWNERSHIP/PRINCIPALS

· · · · · · · · · · · · · · · · · · ·	<del></del>	DIOOLOGGIAL	01 01111	LIXOIII	THE INIMOTE ALS	·	
Business Entity Typ	pe (Please select o	ine)					· · · · · · · · · · · · · · · · · · ·
Sole Proprietorship		Limited Liability Company	Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other	
Business Designation Group (Please select all that apply)							
МВЕ	□ WBE	☐ SBE	☐ PBE		□ VET	□DVET	□ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Ch Business Ente		Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Cla	rk County Nev	vada Residents E	mployed: (	)			
Corporate/Business	s Entity Name:	ucoicus Ha	UWAR	. 801u	thons LLC		
(Include d.b.a., if ap	plicable)	<u> </u>					
Street Address:		22 RouistG/	<u> </u>	w	ebsite: McO,UU	shal com	
City, State and Zip	Code:	windham, N4	H 0308		I NOTeman of Name of N	EVOTUS PA	7'(W) 
Telephone No:	(	603-212-91	312		ıx No:		
Nevada Local Stree		N/A		w	ebsite:		
City, State and Zip		<u></u>		Lo	ocal Fax No:		
					ocal POC Name:	·	
Local Telephone No	o:			E	nail:		
Entities include all bu	siness associations	organized under or govern	ned by Title 7 of	the Nevada	tends to the applicant and Revised Statutes, including ps, and professional corpo	g but not limited to priya	d blicly Traded
This section is not	nutrari for nutril	traded any average		e demod - d	oration 2	F3 4-	
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?   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)?  ———————————————————————————————————							
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 Soverning Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form							
Signature Director	Contro	ûcti_	Print Name	<u> </u>	2024	UI \	

1

REVISED 7/25/2014

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Award of Bid No. 2024-03, UMC 6 North & 1 South Renovation Project PWP# CL-2024-535, to Builders United, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board review and recommend for award by the Board of hospital Trustees for University Medical Center of Southern Nevada the Bid No. 2024-03, UMC 6 North & 1 South Renovation Project PWP# CL-2024-535, to Builders United, LLC, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer

Fund Center: 3000999901 Funded Pgm/Grant: N/A Description: Award of Bid 2024-03 UMC 6 North & 1 South Renovation

Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.

Term: 154 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration

in days allowed for in subsequently executed change orders, if applicable.

Amount: \$5,659,801.27

Out Clause: UMC has the right to immediately terminate for convenience upon notice.

#### **BACKGROUND:**

On August 25, 2024, Bid No. 2024-03 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements of a UMC-owned property located at 1800 W Charleston Blvd, Las Vegas, NV 89102. This project is primarily planned to take place within the Main 7 Story Tower and a single level building at the southeast side of the primary UMC campus at the address of 1800 W Charleston Blvd, Las Vegas, NV 89102. The scope includes new casework, flooring, ceilings, plumbing fixtures, sanitary piping, domestic plumbing lines, hydronic lines, and surface finishes. Access controls and all fire detection systems for the building are, or are to be, provided by Honeywell.

Cleared for Agenda October 30, 2024

Agenda Item#

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On or before Friday, October 4, 2024, UMC received responses from:

Bids Received	Total	Base Bid Amount
Builders United, LLC	\$	5,659,801.27
Martin-Harris Construction, LLC	\$	5,747,603.00
JMB Construction, Inc.	\$	5,860,017.00
Affordable Concepts, Inc.	\$	5,968,472.00
Monument Construction	\$	5,986,578.00
The Korte Company	\$	6,669,233.00

All of the above bids were received on or before October 4, 2024 and were opened on October 4, 2024. The apparent low bid of \$5,659,801.27 was received from Builders United, LLC, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Builders United, LLC, is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 154 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a 12-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award as requested above.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Builders United, LLC, currently holds a Clark County Business License.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for award.



October 30, 2024

Builders United, LLC ATTN: Kallen Kildea, President 6001 S Decatur Blvd, Suite J Las Vegas, NV 89118

**RE: NOTICE OF AWARD** 

UMC BID NUMBER 2024-03, UMC 6 North & 1 South Renovation Project (PWP NO.

CL-2024-535)

Dear Mr. Kildea,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to Builders United, LLC, in the amount of \$5,659,801.27. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations

Tamera Hone, Plant Operations

Stephanie L. Charfauros, Project Management

#### **BID ATTACHMENT 1**

#### **BID NUMBER 2024-03**

#### **BID TITLE**

**EMAIL ADDRESS** 

#### **UMC 6 NORTH & 1 SOUTH RENOVATION**

#### **Bidder Statement of Authority to Submit Bid**

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Builders United, LLC

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Kallen Kildea, President

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702.499.2608

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

Kallen@buildersunited.com

Builders United, LLC

LEGAL NAME OF FIRM

6001 S Decatur Blvd. Ste J

ADDRESS OF FIRM

CITY, STATE ZIP

09-26-2024

# BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

current state: Nevada	LICENSE NO. 0074612	ISSUE DATE: 03-11-2010	EXPIRATION DATE: 03-31-2026
CURRENT COUNTY: Clark	LICENSE NO. 2006335-240	ISSUE DATE: 05-01-2024	EXPIRATION DATE: 10-31-2024
CURRENT CITY: Las Vegas	LICENSE NO. 1002112998	ISSUE DATE: 05-01-2024	EXPIRATION DATE: 10-31-2024

DATE

## **BID ATTACHMENT 3 - Page 1 of 5**

## UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

#### **BID FORM**

BID NO. 2024-03 UMC 6 North & 1 South Renovation PWP NUMBER: CL- 2024-535

Builders United, LLC

(NAME)

6001 S Decatur Blvd, Ste. J, Las Vegas NV 89118

(ADDRESS)

#### I, THE UNDERSIGNED BIDDER:

- Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
- Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
- 3. Have completed all information in the blanks provided and have submitted the following within this Bid:
  - a) BID ATTACHMENT 6: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b) BID ATTACHMENT 4: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
  - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
- 4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit BID ATTACHMENT 5 within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to <a href="freet.parardi@umcsn.com">freet.parardi@umcsn.com</a> and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
  - a) My firm's name on the list if my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
    - 1) A description of the labor or portion of the work that the BIDDER will perform: or
    - A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
  - b) The name of each first tier subcontractor who will provide labor or a portion of the work or the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
  - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
- 5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit BID ATTACHMENT 7, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to <a href="mailto:fred.parandi@umcsn.com">fred.parandi@umcsn.com</a>. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

# BID ATTACHMENT 3 - Page 2 of 5

BID NO. 2024-03

**UMC 6 North & 1 South Renovation** 

- I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit
  the BID ATTACHMENT 14 "Disclosure of Ownership/Principals" form within 24-hours of request.
- I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit
  the BID ATTACHMENT 11, Schedule of Values, by 5:00 PM of the next business day.
- I acknowledge that if notified that I am the low BIDDER, I must submit BID ATTACHMENT 13, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications form by 5:00 PM of the next business day.
- 9. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
- 10. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
- 11. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
- 12. I acknowledge that if I do not provide the above submittals on or before the tenth business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of \$200.00 per day as liquidated damages.
- 13. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
- 14. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days specified in the General Conditions.
- 15. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
- 16. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
- 17. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
- 18. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No.	1	dated,	9/4/24	Addendum No.	dated,	
Addendum No.	2	dated,	9/16/24	Addendum No.	dated,	
Addendum No.	3	dated,	9/30/24	Addendum No.	dated,	
Addendum No.	4	dated,	10/1/24	Addendum No.	 dated,	

# BID ATTACHMENT 3 - Page 3 of 5

BID NO. 2024-03

UMC 6 North & 1 South Renovation

19. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted

ITEM	DESCRIPTION	DOLLAR AMOUNTS
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ \$986,554.88
02	PERMITS AND FEES	\$ 15,000.00
03	3 <sup>rd</sup> PARTY TESTING/QAA	\$ 7,500.00
04	DEMOLITIONS	\$ \$207,991.27
05	WOOD, PLASTICS, AND COMPOSITES	\$ 163,709.08
06	THERMAL AND MOSTURE PROTECTION	\$ 13,781.14
07	FINISHES	\$ 698,295.13
08	SPECIALTIES	\$ 52,764.48
09	MILLWORK	\$ included
10	BEHAVIORAL ACCESSORIES	\$ 52,764.48
11	PLUMBING	\$ 457,719.50
12	HVAC	\$ 878,204.33
13	ELECTRICAL	\$ 556,572.28
14	LOW VOLTAGE/ COMMUNICATIONS, NURSE CALL, NETWORK - TEST AND TERMINATE	\$ 63,791.56
15	FIRE SUPPRESSION	\$ 87,280.85
16	DOORS AND HARDWARE	\$ 299,558.29
17	HONEYWELL, FIRE ALARM, ACCESS CONTROLS & HVAC CONTROLS	\$ 475,514.00
18	ABOVE CEILING CODE UPGRADES	\$ 32,140.00
19	CONSTRUCTION CONTINGENCY	\$ 610,660.00
	TOTAL BID AMOUNT	\$ 5,660,185.26
	ADD ALTERNATIVES	, , , , , , , , , , , , , , , , , , , ,
01		\$
02		\$
03		\$
04		\$
	ADD ALTERNATES AMOUNT	\$ \$0/ Included
	GRAND TOTAL BID AMOUNT	\$ 5,660,185.26

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

Builders United, LLC	0074612
Legal Name of Firm as it would annear on Contract	
	Neurala State Contractor's License Number

## BID ATTACHMENT 3 - Page 4 of 5

BID NO. 2024-03

UMC 6 North & 1 South Renovation

6001 S Decatur Blvd, Ste. J, Las Vegas NV 89118

Address Including City, State and Zip Code



Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

#### ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.0		\$
2.		\$
3.		\$
4.		\$
5.,,		\$
6.		\$
7.		\$
	ADD ALTERNATES AMOUNT	\$ \$0/ Included
	GRAND TOTAL BID AMOUNT	\$ 5,660,185.26

# BID ATTACHMENT 3 - Page 5 of 5

BID NO. 2024-03 UMC 6 North & 1 South Renovation

20.	BUSINESS ENTERPRIS	E INFORMATION:	
	The BIDDER submitting Instructions to Bidders.		☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the
21.	BUSINESS ETHNICITY I	N-FORMATION:	
	The BIDDER submitting (HA) Asian Pacific A	the Bid Ethnicity is      ⊠ Cauca m∋rican (AX)      Native Americ	sian (CX)
	Other as defined in the	ne Instructions to Bidders.	
22.	BIDDERS' PREFERENC	Is the Bidder claiming Bidde	rs' Preference?
	Attachment7).  I do not have a	Certificate of Eligibility to rec	equired to follow the requirements set forth in the Affidavit (Bio
23.	Builders United, L	LC M AS IT WOULD APPEAR IN (	
	6001 S Decatur Blvd		CONTRACT
	Las Vogos NV 90	110	
	Las Vegas NV 89°		
	702.499,2608		700 004 0040
	TELEPHONE NUMBER		702.891.0819 FAX NUMBER
		FACTORS' BOARD LICENSE s) listed below will be the licens 0074612	INFORMATION: e(s) used to perform the majority of th∋ work on this project.
	LICENSE CLASS:	B General Building	
	LICENSE LIMIT:	Unlimited	
	ONE TIME LICENSE LI	MIT INCREASE § N/A	IF YES, DATE REQUESTED
	DUN & BRADSTREET I	NUMBER 057172874	
	CLARK COUNTY BUSI	NESS LICENSE NO.	Multi-Jurisdictional - 1002112998
	STATE OF NEVADA BU	JSINESS LICENSE NO.	NV20091128500
	Kallen Kildea		kallen@buildersunited.com
	AUTHORIZED REPRES	SENTATIVE	E-MAIL ADDRESS
	( AIM ON TIPE	7	10-04-2026
	SIGNATURE OF AUTHORITIES	DAIZED	TODAY'S DATE

# BID ATTACHMENT 14 DISCLOSURE OF OWNERSHIP/PRINCIPALS

			DISCLOS	UKE	OF OWN	IEKSI	HP/PKII	NCIPALS			
Business Entit	у Ту	oe (Please selec	t one)								
Sole Sole		Partnership	☑ Limited Liability Compar	<sub>1</sub> y [	☐ Corporation	☐ Tru:	at Organi			☐ Other	
Business Desi	gnati	on Group (Pleas	e select all that a	apply)	N/A						
☐ MBE		☐ WBE	☐ SBE		☐ PBE		☐ VET		□DVET		□ESB
Minority Business Women-Owned Business Enterprise Enterprise			Small Busin Enterprise	Small Business Physically Challenge			Veteran Busines				Emerging Small Business
Number of	Cla	rk County N	evada Reside	ents	Employed:	ì					
Corporate/Bus	ines	Entity Name:	Builders Unit	ed, L	LC.						
(Include d.b.a.,		AND THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.									
Street Address			6001 S Deca	tur B	lvd. Ste J		Website: bu	uildersunite	d,co	om	
City, State and Zip Code:			POC Name: Kallen Las Vegas, NV 89118 Email: kallen@b				Kildea				
Telephone No:			702.499.260	8			Fax No: 70	2.891.081	9		
Nevada Local S							Website:				
(If different from					-	-					
City, State and	Zip	Code:					Local Fax N				
Local Telephor	ie No	<b>)</b> :			Local POC Name: Email:			Name:			
Entities include a close corporation	all bu: s, for	siness associations eign corporations, Full Name	s organized under o limited liability com	or gover panies,	rned by Title 7 of , partnerships, lin	the Neva nited partr Title	da Revised St erships, and p	professional cor	porati	not limi ed to priva ions.  % Owne ot required for Pul orations/Non-profi	d blicly Traded
Kallen Kildea	1			Pre	President				70%		
Katherine Kil	dea			Vic	Vice President			3	30%		
				-							
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 pe	yes, please note th rform any work on p	at Univ profess	ersity Medical Ce ional service con	enter of So tracts, or	uthern Nevad other contract	a employee(s), s, which are no	or ap t subj	pointec/elected of ect to competitive	fficial(s) may not bid.)
<ol> <li>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/elacted official(s)?</li> </ol>											
☐ Yes		☑ No (If	yes, please comple	te the l	Disclosure of Rel	ationship	form on Page	2. If no, please	print	N/A on Page 2.)	
			of the information provided in the information of take action		d-use approvals. Kallen Kild	contract					
Signature	1				Print Name						
President	/				09-26-202	4					
Title				<	Date						

REVISED 7/25/2014

# BID ATTACHMENT 14 (page 2) 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		
	NI	/ ^			
	IN/	A			

<sup>\*</sup> UMC employee means an employee of University Medical Center of Southern Nevada

"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

<sup>&</sup>quot;Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue: Lease Agreement with Tonopah Partners, 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 Lease Agreement with Tonopah Partners, LLC for rentable space at 2100 West Charleston Blvd., APN# 13932804013; or take action as deemed appropriate. (For possible action)

#### FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 30000739000 Funded Pgm/Grant: N/A

Description: Lease Agreement - 2100 W. Charleston

Bid/RFP/CBE: N/A

Term: 10 years with five annual renewal options

Amount: \$7,945,501.92 - Monthly Base Rent/Taxes/Insurance (years 1-15)

Out Clause: Budget Act and Fiscal Fund Out

#### **BACKGROUND:**

This request is to approve a new Lease Agreement with Tonopah Partners, LLC (Landlord) to lease approximately 14,658 sq. ft. of a building located on approximately 1.47 acres of land located at the northwest corner of Tonopah Dr. and Charleston Blvd, Las Vegas, Nevada known by its street address of 2100 West Charleston Blvd, and APN# 13932804013.

The Lease Term is for ten (10) years effective on the Lease Commencement Date with the option to renew for five (5)-one (1) year periods. UMC has a right of first refusal to purchase should Landlord receive an offer to purchase from a third party.

UMC's Chief Operating Officer has reviewed and recommends approval of this Lease Agreement. This Lease Agreement has been approved as to form by UMC's Office of General Counsel.

This Lease Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 23, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda October 30, 2024

Agenda Item#

16

#### DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity	Type (Please se	lect one)				11/1				· 1			
☐ Sole Proprietorship	□Partnership		imited Lity Company	☐ Corporat	tion	☐ Trust	☐ Non-Profit Organization	1 71	☐ Other				
Business Desig	nation Group (PI	ease selec	t all that apply	′)	- 4		2-1 25-4		<u> </u>				
☐ MBE	☐ WBE		SBE	☐ PBE			☐ VET		DVET	☐ ESB			
Minority Business Enterprise  Women-Owned Business Enterprise			Small Business Enterprise		Physically Challenged Business Enterprise		Veteran Owned Business	35,733.7	sabled Veteran vned Business	Emerging Sma Business			
Number of (	Clark County	Nevada	Pacidonte	Employe	d.								
Number of C	Siark County	0	Residents	Linploye	u.	11777		7,77					
Cornorate/Rusii	ness Entity Name		oah Partners, L	ıc	Fgl	11311	The company of the control of the co						
(Include d.b.a., i	•	7 10110	Dali Faithers, L	.LC									
Street Address:		10654	5 Park Run Driv	10 #160		10/	ebsite:						
Street Address.			egas, NV 8914				OC Name: Richard G	Cordon					
City, State and 2	Zip Code:	Las v	egas, NV 8914	4			nail: rgordon@lauri		artics com				
Telephone No:		702-2	20-4500				x No: 702-220-4900	спргор	properties:com				
Nevada Local S	treet Address:	Same					ebsite:	7	AND DESCRIPTION OF THE PARTY OF				
(If different from		June				14340	Budah sa Sa						
City, State and	Zip Code:					Lo	cal Fax No:	ur li	W 2				
Log That-	THE STATE OF		15 664-2	Ert b		Lo	cal POC Name:		lun l				
Local Telephone	e No:					Er	nail:						
Entities include a	Il business associa	tions organiz	zed under or go	verned by Title	7 of the	e Nevada I	ends to the applicant ar Revised Statutes, includes, and professional co	ding but rporation (N	not limited to priva	d blicly Traded			
SEE ATTACHED	1 300					1(PT), 10	State of the state	i i	W V	350			
	ot required for pub	•				•	<del></del>		No				
	vidual members, pa , or appointed/elect			involved in the	busine	ss entity, a	University Medical Cen	iter of So	outhern Nevada fu	I-time			
☐ Yes	X□ No						ern Nevada employee( contracts, which are no						
							tic partner, child, paren Il-time employee(s), or a						
☐ Yes	X□ No	(If yes, plea	se complete the	Disclosure of	Relation	nship form	on Page 2. If no, please	e print N	/A on Page 2.)				
							d accurate. I also under land sales, leases or ex						
/ hype		73		Tonopah Richard G		rs Mgmt. Co	o., Inc., Manager						
Signature	18, 18			Print Nam	ne	r je i ru	1 10 1- 36 11		7				
President				October 1	15, 2024	4							
Title				Date									

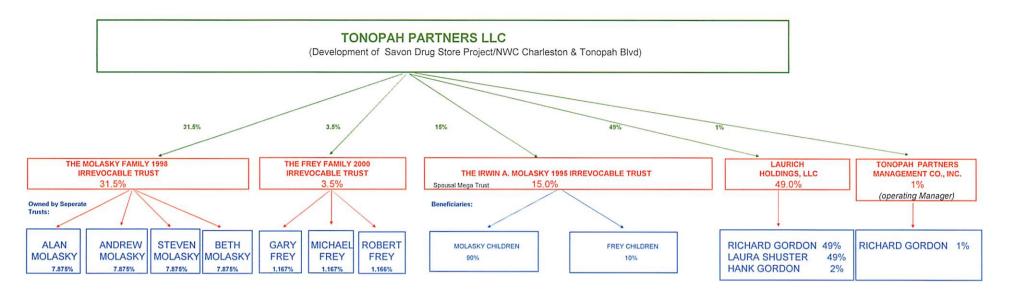
#### DISCLOSURE OF RELATIONSHIP

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								
			Y					
* UMC employee means an	employee of University Medica	al Center of Southern Nevada						
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	lationship by marriage.						
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as					
Spouse – Registered	d Domestic Partners – Childrer	n – Parents – In-laws (first deg	ree)					
Brothers/Sisters – Haller	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-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:								
Out -	i							

Print Name

Authorized Department Representative



FINAL OWNERSHIP:	MEMBERS	
ALAN MOLASKY	11.250%	
ANDREW MOLASKY	11.250%	
STEVEN MOLASKY	11.250%	
BETH MOLASKY	11.250%	
ROBERT FREY	1.667%	
GARY FREY	1.667%	
MICHAEL FREY	1.667%	
RICHARD GORDON	25.001%	
LAURA SHUSTER	24.000%	
HANK GORDON	1.000%	
TOTAL	100.00%	

#### Tonopah Partners Mgmt.Co., Inc. Officers:

Hank Gordon President
Laura Groseth Secretary
Richard Gordon Treasurer/VP

BOARD OF DIRECTORS: Richard Gordon

The Board of Directors shall be responsible for the control and management of the affairs, property and interests of the corp and may exercise all powers of the corp, except as are in the Certificate of Incorp, or by statute expressly conferred upon to the stockholders. (Article III, Section 2 Bylaws)

Who Controls Decisions: Tonopah Partners Mgmt.Co., Inc. as Operating Manager

How to Change Control: Re-elect officers by a majority of the full Board of Directors

and/or re-elect Board of Directors by majority vote by stockholders.

The Board of Directors control the company by Majority

Majority of full Board of Directors can transfer authority/removal of any officer of the company (Article iV, Section 3 By-Laws)

Tonopah Partners LLC's Operating Agreement specifically states that the Managers may not: sell, lease, exchange or otherwise dispose of substantially all the company's property and assets without the approval by 75% members. (Section 8.2)

#### LEASE AGREEMENT

#### BY AND BETWEEN

## TONOPAH PARTNERS, LLC ("LANDLORD")

#### AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("TENANT")

#### **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the November 19, 2024, by and between <u>Tonopah Partners, LLC</u>, a Nevada limited liability company ("Landlord"), and University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450 ("Tenant").

WHEREAS, Landlord desires to lease certain space to Tenant, as more fully set forth herein, and Tenant desires to take and lease such space from Landlord, which space is more fully described below ("Premises"); and

WHEREAS, the Premises are situated within certain improvements located on certain real property, which property and improvements are referred to herein as the "Premises"," which Premises is depicted on the plan attached hereto or made a part hereof as **Exhibit "A"** ("Site Plan").

NOW THEREFORE, for and in consideration of the rents reserved hereunder and the terms and conditions hereof, Landlord hereby rents, demises and leases to Tenant, and Tenant takes and leases from Landlord, the Premises upon the following terms and conditions:

#### 1 - BASIC LEASE TERMS

#### 1.1 Basic Lease Provisions and Enumeration of Exhibits:

a. Effective Date

February 15, 2025

b. Landlord

Tonopah Partners, LLC

c. Notice Address of Landlord

10655 Park Run Drive #160 Las Vegas, NV 89144 P: (702) 220-4500 F: (702) 220-4900

d. Tenant (including form of entity)

University Medical Center of Southern Nevada, a publicly owned hospital created pursuant to NRS Chapter 450

e. Notice Address of Tenant

**UMC** 

1800 W. Charleston Blvd Las Vegas, NV 89102 Attn: Legal Department

#### f. Tenant's Trade Name

University Medical Center; UMC; UMC Quick Care; UMC Primary Care

#### g. Leased Premises ("Premises")

Approximately 14,658 square-foot building ("Building") on approximately 1.47 acres of land located at the northwest corner of Tonopah Dr. and Charleston Blvd, Las Vegas, Nevada known by its street address of 2100 West Charleston Blvd. and APN# 13932804013. Additionally, the City of Las Vegas will commence work to realign Rancho Lane on the North side of the Premises which will add additional land to the Premises as depicted on the plot plan dated August 16, 2024 attached hereto as Exhibit A.

#### h. Lease Term and Renewal Option(s)

Commencing on the Lease Commencement Date and expiring ten (10) years after the Monthly Base Rent Commencement Date, with five (5) option periods of one (1) year each ("Renewal Term").

#### i. Lease Commencement Date

The date Tenant may take possession of the Premises pursuant to Landlord's notice, as set forth in Section 3.1(a) below.

#### j. Monthly Base Rent Commencement Date.

One Hundred and Twenty (120) days following Landlord's delivery of the Premises to Tenant, pursuant to the provisions of Section 3.1(a) below, or on the date Tenant opens for business to the public, whichever shall occur first.

#### k. Landlord Work Cost.

Landlord shall deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises in their as-is condition. Landlord shall have no obligation to improve the Premises nor to contribute funds to the Premises improvement.

#### 1. Monthly Base Rent

The total amount of each monthly monetary payment made by Tenant to Landlord (the "Monthly Base Rent") during the Lease Term. Subject to Section 1.1(w) herein, the Monthly Base Rent payment schedule is as follows:

MONTH	APPROX.	MONTHLY BASE
	RENT SQ/FT	RENT
1-12	\$2.0834	\$30,290
13-24	\$2.1458	\$31,199
25-36	\$2.2102	\$32,135

37-48	\$2.2765	\$33,099
49-60	\$2.3448	\$34,092
61-72	\$2.4151	\$35,114
73-84	\$2.4876	\$36,168
85-96	\$2.5622	\$37,253
97-108	\$2.6391	\$38,370
109-120	\$2.7183	\$39,522
Option 1 (year 11)	\$2.7998	\$40,707
Option 2 (Year 12)	\$2.8838	\$41,928
Option 3 (Year 13)	\$2.9703	\$43,186
Option 4 (Year 14)	\$3.0594	\$44,481
Option 5 (Year 15)	\$3.1511	\$45,814
Monthly Base Rent shall inc		
annually if extended follow		
Term and Options		

In addition to Monthly Base Rent, commencing as of the Monthly Base Rent Commencement Date, Tenant shall be responsible for the monthly payment of all taxes and insurance premiums, as set forth in Section 4.2.

The term "Lease Year" shall mean each successive period of twelve (12) consecutive calendar months, commencing on the Monthly Base Rent Commencement Date. Should the Monthly Base Rent Commencement occur on a date other than the first day of a calendar month, then the first Lease Year shall consist of the partial month during which such Commencement Date occurred, together with the next succeeding twelve (12) calendar months. Tenant shall pay its first month's Monthly Base Rent upon execution of this Lease.

#### m. Renewal Term Rents

Landlord and Tenant agree that the Monthly Base Rent for a Renewal Term as set forth in Section 1.1(h) shall be as set forth in Section 1.1(l).

#### n. Permitted Uses

Tenant shall use the Premises primarily as a UMC care facility (medical and administrative offices).

#### o. Exclusive Use

N/A.

#### p. Security Deposit

None.

#### q. Guarantor

None.

#### r. Address of Guarantor

N/A.

#### s. Tenant's Broker

N/A.

#### t. Landlord's Broker

N/A.

#### u. Tenant's Minimum Operating Hours

As determined by Tenant.

#### v. Signage

Tenant shall have the right to install and maintain signs and graphics in, on and about the Premises, provided that all such signage shall be in compliance with Applicable Laws. The cost of all signs and graphics, including the installation, maintenance and removal thereof, shall be at Tenant's sole cost and expense. Tenant shall have the right to install and maintain its placard on the project pylon sign. The cost of all pylon sign copy, including the installation, maintenance and removal thereof, shall be at Tenant's sole cost and expense. Landlord shall be at no expense for any repairs or replacement of the Pylon Sign.

#### w. Tenant's Budgetary Limits and Fiscal Fund Out

This provision shall apply to this Lease and shall take precedence over any conflicting terms and conditions and shall limit Tenant's financial responsibility. The Tenant, as a local governmental entity, is subject to the requirements of NRS 244.230 and NRS 354.626, which requires Tenant to budget annually for its expenses and which prohibit Tenant from obligating itself to expend money or incur liability in excess of the amounts appropriated for a particular function or purpose. All Tenant's financial obligations under this Lease are subject to those statutory requirements, and the following two (2) paragraphs below (hereinafter the "Fund Out Clause").

Notwithstanding the monetary obligations of this Lease, the total amount of Tenant's payment obligations hereunder for any fiscal year shall not exceed those monies appropriated and approved by Tenant for the then current fiscal year under the Local Government Budget Act. Tenant reasonably believes that sufficient funds can be obtained for this Lease from the budget for the fiscal years covered by the term of this Lease, and Tenant's using department or General Services staff shall take all appropriate actions and act in good faith to obtain funding for each fiscal year to satisfy Tenant's financial obligations under this Lease.

Notwithstanding the monetary obligations of this Lease, this Lease shall terminate and Tenant's liability and payment obligations hereunder shall be extinguished at the end of the fiscal year (June 30) in which the Tenant's governing body fails to appropriate monies for the ensuing fiscal year for the payment of all amounts due.

#### x. Parking

Landlord shall permit Tenant at its sole cost and expense to place signage on poles along with painted curbs and striping, on any parking spaces within the Premises. The Premises shall include at least one (1) designated parking space with nearby curb cuts and ramp for the use of persons with disability placards or license plates near the main entrance to the Premises.

#### 1.2 Significance of Basic Lease Provisions:

Each reference in this Lease to any of the Basic Lease Provisions contained in Section 1.1 shall be deemed and construed to incorporate all the terms provided under each such Basic Lease Provision; provided, that the Basic Lease Provisions shall be controlled by the specific terms and provisions of this Lease relating to the subject matter of those Basic Lease Provisions.

#### 1.3 Enumeration of Exhibits:

The exhibits enumerated in this Section and attached to this Lease are incorporated herein by reference and are to be construed as a part of this Lease. Each party agrees to perform any obligations on its part stated in any and all such Exhibits:

Exhibit A	Site Plan
Exhibit B	Restrictions on Use
Exhibit C	Tenant Estoppel Letter

#### 2 - PREMISES

#### 2.1 Premises:

Landlord hereby leases, rents and demises to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Premises described in Section 1.1 and generally depicted on the Site Plan attached hereto as **Exhibit "A."** 

#### 2.2 Reserved to Landlord:

Landlord reserves the use of the exterior walls (other than store fronts), demising walls, and the roof, and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises in locations which will not materially interfere with Tenant's use thereof. Further, Landlord has the right to use the land below and the area above the Premises in any manner which does not materially interfere with Tenant's use of the Premises.

#### 2.3 Permitted Use:

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in <u>Section 1.1(o)</u> above, without the Landlord's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

#### 3 - TERM-LANDLORD AND TENANT'S WORK

#### 3.1 Lease Term:

#### a. Lease Commencement Date and Monthly Base Rent Commencement Date.

This Lease shall be for the term set forth in Section 1.1(h) above ("Term" or "Lease Term"). The Monthly Base Rent Commencement Date shall commence either (i) 120 days following Landlord's delivery of the Premises to Tenant via written notice (expected to be February 15, 2025), or (ii) on the date Tenant first opens for business to the public, whichever shall first occur. The terms and conditions of this Lease shall apply, and this Lease shall constitute a binding agreement between Landlord and Tenant, from and after the date set forth in Section 1.1(a). The Lease Term shall commence on the Lease Commencement Date and shall terminate at midnight on the last day of the Lease Term; provided that, Tenant's rental obligations and all other monetary obligations under this Lease shall commence as of the date set forth in Section 1.1(j) ("Monthly Base Rent Commencement Date").

#### b. Renewal Option(s)

So long as Tenant is not in default of this Lease at the expiration of the Lease Term or any Renewal Term, or at the time of giving any notice of election to renew this Lease, Tenant shall have the right to extend the Lease Term for up to the number of Renewal Terms as set forth in Section 1.1(h). It shall be a condition of Tenant's right to exercise any subsequent Renewal Term that Tenant shall have duly exercised all previous Renewal Terms. The exercise of Tenant's option for any Renewal Term shall only be valid and effective if Tenant has notified Landlord thereof in writing not later than one hundred eighty (180) days prior to the expiration of the Lease Term or any prior Renewal Term, as applicable. All such Renewal Terms, if exercised by Tenant, shall be on all of the same terms, covenants, conditions and agreements as are set forth in this Lease.

#### 3.2 Landlord's and Tenant's Work:

#### a. Landlord's Work

Landlord shall deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises in their as-is condition. Landlord shall have no obligation to improve the Premises nor to contribute funds to the Premises improvement.

#### b. Tenant's Work

Tenant shall commence the installation of fixtures, equipment and any other Tenant's Work promptly upon substantial completion of Landlord's Work and Tenant shall diligently pursue such installation and work to completion. All of Tenant's Work shall be at Tenant's sole cost and expense. Tenant shall provide its own trash container(s) as needed for containment and removal of construction debris from Tenant's Work and Tenant shall remove said trash containers prior to opening for business. The location of the trash containers shall be determined by Tenant. Prior to opening for business, Tenant shall use commercially reasonable efforts to remove all construction and other debris from the Premises. All Tenant's Work shall be undertaken and completed in a good, workmanlike manner, and Tenant shall obtain all necessary governmental permits, licenses and approvals with respect to Tenant's Work and shall fully comply with all governmental statutes, ordinances, rules and regulations pertaining thereto, including, without limitation, compliance with Title III of the Americans with Disabilities Act of 1990, as amended from time to time, and all regulations issued thereunder ("ADA"), and similar laws. Notwithstanding Landlord's review of the plans and specifications for Tenant's Work, and whether or not Landlord approves or disapproves such plans and specifications, Tenant and not Landlord shall be responsible for compliance of such plans and specifications and of Tenant's Work with all applicable laws.

#### **4 - RENT**

#### 4.1 Monthly Base Rent:

#### a. Monthly Base Rent

Tenant shall pay to Landlord, without notice or demand and without any set-off or deduction whatsoever, a fixed monthly base rent as set forth in Section 1.1(l) ("Monthly Base Rent"). Monthly Base Rent shall be paid monthly in advance on or before the first day of each calendar month of the Lease Term commencing with the Monthly Base Rent Commencement Date and shall be delinquent if not so paid on or before the first day of each month. Monthly Base Rent for any partial month occurring after the Monthly Base Rent Commencement Date or at the conclusion of the Lease Term shall be prorated and shall be payable on the first day of such partial month.

#### b. Application of Rent

No payment by Tenant or receipt by Landlord of lesser amounts of rent or additional rent than those herein stipulated shall be deemed to be other than on account of the earliest unpaid stipulated rent. No endorsement or statement on any check or any letter accompanying any check or payment as rent or additional rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right

to recover the balance of such rent or additional rent or pursue any other remedy provided in this Lease.

#### c. Late Charges.

If any installment of Monthly Base Rent shall not be received by Landlord within five (5) days of the date such sum is due then, commencing on the 6th day after such written notice, Tenant shall pay automatically to Landlord a late charge equal to two percent (2%) of the amount past due Any such late charges shall be added to the next installment of Monthly Base Rent due under the Lease. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur due to the late payment by Tenant. Acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

#### 4.2 Adjustments:

#### a. Taxes, Fees and Insurance

- (1) Subject to Section 1.1(l), in addition to the Monthly Base Rent provided in Section 4.1(a) above, and commencing on the Rent Commencement Date, Tenant shall pay to Landlord, in monthly installments, all real estate taxes (as defined below) and insurance premiums. Said insurance premiums shall include all premiums for Landlord's fire and extended coverage (and/or "All-Risk") insurance, comprehensive general liability insurance, business interruption and loss of rents insurance, flood insurance, and any other insurance and endorsements that Landlord or Landlord's lender or Clark County deems necessary for the Premises. Notwithstanding anything to the contrary herein, expenses set forth in this Section 4.2(a) shall not exceed \$70,000 annually.
- (2) The terms "fees" and "real estate taxes" shall include all real estate taxes and assessments, whether special or general, and shall include any road improvement districts, and water improvement district, if any, and any other utility installation hookup, meter fees, fixture fees, tie in or similar charges or assessments that are levied upon and/or assessed against the Premises and/or which are payable during or with respect to the Lease Term.
  - b. <u>Common Area Maintenance and Charges</u> Intentionally omitted.

#### 5 - USE

#### 5.1 Permitted Uses:

Tenant shall not use nor permit or suffer the use of the Premises for any business or purpose other than the purpose set forth in Section 1.1(o) above, without the prior written consent of Landlord, which consent may be withheld in Landlord's good faith business judgment or be made subject to such conditions as Landlord deems appropriate.

#### 5.2 Compliance with Laws:

Tenant shall, at its sole cost and expense, materially comply with all federal, state, county or municipal laws, ordinances, rules, regulations, directives, orders and/or requirements now in force or which may hereafter be in force with respect to the Premises (including storefronts and entrances), Tenant's use and occupancy of the Premises and Tenant's business conducted thereon and with the requirements of any board of fire underwriters or other similar bodies (including the Insurance Services Organization) now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises.

#### 6 - UTILITIES

#### 6.1 Tenant's Obligation:

Tenant shall pay before delinquency, at its sole cost and expense, all charges for water, gas, heat, electricity, power, telephone service, trash and garbage removal, sewer service charges and sewer rentals charged or attributable to the Premises, and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires from the Monthly Base Rent Commencement Date and throughout the Lease Term. If, during the Lease Term, Landlord or Tenant is required to convert or replace any HVAC or utility system or equipment servicing the Premises, including but not limited to systems or equipment using the chlorofluorocarbon known as "freon," in order to comply with any federal, state, county, borough or municipal statute, ordinance, rule, regulation, directive, order or requirement, then Landlord shall promptly pay all of the costs and expenses of such compliance incurred (including the cost of new equipment and alteration of the Premises to accommodate the same) if the equipment or system converted or replaced serves only the Premises.

#### 6.2 Landlord's Warranties and Representations:

- a. Landlord warrants and represents that as of the date Tenant takes occupancy of the Premises, water, gas, heat, electricity, power, telephone service, internet service, cable service, and sewer services are connected to the Premises and are accessible by Tenant. Landlord shall be responsible for any repair of any curtailment or interruption in utility services other than an interruption due to (i) Tenant's non-payment of such utility services or (ii) Tenant's failure to maintain utility equipment or (iii) Tenant's negligence. Landlord warrants that all such utility services are separately metered. Should such utility services not be separately metered, Landlord shall be responsible for the cost of installing any required meters. Tenant shall be responsible to contact all utility providers and have service established in its name.
- b. Landlord is aware of Tenant's planned use and operations in the Premises and is not aware of any restrictions that would interfere with Tenant's planned operations, including but not limited to exclusive rights to other tenants, recorded easements, covenants, conditions and restrictions or other matters of any kind. If there are such restrictions, they are set forth in **Exhibit** "C" hereto.
- c. Landlord is not aware of any environmental concerns related to use of Hazardous Substances that, as that term is defined in Section 22.11.

#### 7 - LICENSES AND TAXES

#### 7.1 Tenant's Obligation:

Tenant shall be liable for, and shall pay throughout the Lease Term, all license and excise fees and occupation taxes covering Tenant's business conducted on the Premises. If any governmental authority or unit under any present or future law effective at any time during the Lease Term hereof shall in any manner levy a tax on rents payable under this Lease or rents accruing from use of the Premises or a tax in any form against Landlord because of, or measured by, income derived from the leasing or rental of said property, such tax shall be paid by Tenant, either directly or through Landlord, and upon Tenant's default therein, Landlord shall have the same remedies as upon failure to pay Monthly Base Rent. It is understood and agreed, however, that Tenant shall not be liable to pay any net income tax imposed on Landlord unless, and then only to the extent that, the net income tax is a substitute for real estate taxes.

#### 8 - ALTERATIONS

#### 8.1 Alterations by Tenant:

Tenant shall not make any alterations, additions or improvements in or to the Premises including any penetration of the roof or roof membrane without the prior written consent of Landlord which consent shall be in Landlord's sole and absolute discretion and may be subject to such conditions as Landlord may deem appropriate.

#### 8.2 Required Alterations:

In the event that either Landlord or Tenant, during the term hereby demised, shall be required by the order or decree of any court, or any other governmental authority, or by law, code or ordinance, to repair, alter, remove, reconstruct, or improve any part of the Premises, then Tenant shall make or Tenant shall be required to permit Landlord to perform such repairs, alterations, removals, reconstructions, or improvements without effect whatsoever to the obligations or covenants of Tenant herein contained, at Landlord's sole cost and expense. Should any such repairs, alterations, removals, reconstructions, or improvements impact Tenant's operations, Tenant shall be entitled to an abatement of rent.

#### 9 - MAINTENANCE OF PREMISES

#### 9.1 Maintenance and Repair by Tenant:

Tenant shall at all times throughout the Lease Term at its sole cost and expense keep the floor coverings, interior door closures and moldings and trim of all interior doors and windows, door surfaces, lighting, and plumbing fixtures and other fixtures of the Premises in good order. Tenant shall at reasonable intervals paint or refinish the interior of the Premises, including entrances as determined by Landlord; make any necessary repairs to, or replacements of, all interior door closure apparatuses and mechanisms; keep all plumbing clean and in good state of repair including pipes, drains, toilets, basins, water heaters and those portions of the heating system within the walls of the Premises; and keep all utilities, including circuit breaker and panel box and Tenant's meters within the Premises, in a good state of repair.

#### 9.2 Failure to Maintain:

If Tenant fails to keep and preserve the Premises as set forth above, Landlord may at its option, and upon reasonable advanced notice to Tenant, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof as additional rent. Landlord shall have the right, without liability, to enter the Premises for the purpose of making such repairs upon the failure of Tenant to do so.

#### 9.3 Repairs by Landlord:

Landlord shall be responsible for keeping the HVAC system serving the Premises in good order, condition and repair (including damage from burglary or attempted burglary of the Premises). Landlord will contract for preventive maintenance checks, filter changes, repairs, replacement and service of the HVAC system serving the Premises; provided, however that Tenant shall pay all costs associated with routine HVAC maintenance and repairs. Landlord shall pay all costs associated with HVAC replacement when necessary. Landlord shall keep the exterior walls, exterior doors and entrances, all windows, foundations, and structural portions of the Building in which the Premises are located in a good state of repair, and shall accomplish such repairs as may be needed promptly after receipt of written notice from Tenant and said repairs shall be at the sole cost of Landlord. Landlord shall replace the roof when Landlord determines in its sole discretion that such replacement is necessary. Landlord shall, subject to reimbursement from Tenant, paint the exterior portion of the Premises as needed. Tenant shall immediately inform Landlord of any necessary repairs and (except in emergencies) Tenant shall make none of such repairs without Landlord's prior written consent. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance required of Landlord hereunder unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Rent due and payable hereunder shall be equitably abated during any period in which there is interference with the operation of Tenant's business in the Premises requiring Tenant to cease operations for more than one business day. Notwithstanding the above, Landlord will use commercially reasonable efforts to minimize annoyance, interference or damage to Tenant.

#### 10 - LIENS AND ENCUMBRANCES

#### 10.1 Liens:

Tenant shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

#### 10.2 Encumbrances:

Tenant shall not cause or suffer to be placed, filed or recorded against the title to the Premises, the Building of which the Premises is a part, any mortgage, deed of trust, security agreement, financing statement or other encumbrance.

#### 11 - ASSIGNMENT, MORTGAGING AND SUBLETTING

#### 11.1 Assignment, Mortgaging, or Sublease:

Neither Tenant, nor Tenant's legal representatives, successors or assigns, shall assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and any such assignment, mortgage, encumbrance, sublease or permission without such consent shall be voidable at the option of Landlord and, at the option of Landlord, shall terminate this Lease. Under no circumstances shall Tenant be released of its obligations hereunder by way of any assignment.

#### 12 - COMMON AREAS

#### 12.1 Tenant's Rights:

Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged to use the Common Areas in common with other persons during the Lease Term, subject to the terms and conditions of any recorded easements, covenants, conditions and restrictions or other matters with respect thereto.

#### 12.2 Control of Common Areas by Landlord:

Intentionally omitted.

#### 12.3 Rules and Regulations:

Tenant shall comply with the rules and regulations that Landlord may from time to time promulgate and/or modify. The rules and regulations shall be binding upon Tenant only after delivery of a copy of them to Tenant. Tenant shall be given thirty (30) days' notice of any changes to the rules and regulations. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations of any other tenants or occupants, but will apply the rules and regulations evenly and without discrimination and shall not unreasonably interfere with Tenant's planned operations in the Premises.

#### 13 - INSURANCE AND INDEMNITY

#### 13.1 Indemnification:

Landlord, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Tenant, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Landlord or the employees or agents of Landlord.

To the extent expressly authorized by Nevada law, Tenant, its assigns and successors in interest, agrees to indemnify, defend, and hold harmless Landlord, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of Tenant or the employees or agents of Tenant.

#### 13.2 Insurance:

Tenant is self-insured and is subject to the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Tenant has not waived and intends to assert all

available NRS Chapter 41 liability limitations in all cases and does not waive any defense or right to indemnification that may exist in law or equity to Tenant.

#### 14 - EMINENT DOMAIN

#### 14.1 Total Taking:

If all of the Premises are taken by the power of eminent domain exercised by any governmental or quasi-governmental authority, this Lease shall terminate as of the date Tenant is required to vacate the Premises and all Monthly Base Rent, Adjustments and other rentals and charges due hereunder shall be paid to that date and the entirety of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. The term "eminent domain" shall include the taking or damaging of property by, through or under any governmental or quasi-governmental authority, and any purchase or acquisition in lieu thereof, whether or not the damaging or taking is by the government or any other person.

#### 14.2 Partial Taking:

If more than fifteen percent (15%) of the floor area of the Premises shall be taken or appropriated, this Lease may, at the option of either party, be terminated by written notice given to the other party not more than thirty (30) days after Landlord and Tenant receive notice of the taking or appropriation, and such termination shall be effective as of the date when Tenant is required to vacate the portion of the Premises so taken. In the event that more than ten percent (10%) of the parking areas or any access point to an adjacent street, road, highway or avenue shall be taken or appropriated, then Landlord may at its option terminate this Lease by written notice given to Tenant within sixty (60) days of the date of such taking. If this Lease is so terminated, all Monthly Base Rent, Adjustments, and other charges due hereunder shall be paid to the date of termination. Whenever any portion of the Premises are taken by eminent domain and this Lease is not terminated, Landlord shall at its expense proceed with all reasonable dispatch to restore, to the extent that it is reasonably prudent to do so, the remainder of the Premises to the condition it was in immediately prior to such taking, and Tenant shall at its expense proceed with all reasonable dispatch to restore its fixtures, furniture, furnishings, leasehold improvements, floor covering and equipment to the same condition they were in immediately prior to such taking. From the date Tenant is required to vacate that portion of the Premises taken, the Monthly Base Rent payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking. Should Tenant exercise its right to terminate the Lease under this Section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. Under such a scenario, the terms and conditions of the Buy-Out Schedule shall not apply.

#### 14.3 Damages:

Landlord reserves all rights to the entire damage award or payment for any taking by eminent domain, and Tenant shall make no claim whatsoever against Landlord for damages for termination of its leasehold interest in the Premises or for interference with its business. Tenant hereby grants and assigns to Landlord any right Tenant may now have or hereafter acquire to such damages and agrees to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any loss

incurred by Tenant in removing Tenant's merchandise, furniture, trade fixtures and equipment or for damage to Tenant's business; provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of Landlord's damages and provided that any award to Tenant will not result in a diminution of any award to Landlord.

#### 15 - DEFAULT BY TENANT

#### 15.1 Default by Tenant:

#### a. Tenant Default

Tenant shall be in default of this Lease if (1) Tenant fails to timely make any payment of rent, additional rent or any other sum due from Tenant hereunder as and when due, or (2) Tenant fails to fulfill or perform any other term, covenant, condition, provision or agreement of this Lease if such failure continues to exist after sixty (60) days written notice thereof given by Landlord to Tenant, unless Landlord determines in its reasonable discretion that such failure creates an emergency situation in which case Tenant must cure such failure immediately upon five (5) days written notification by Landlord, or (3) the Premises become vacant or deserted for 20 consecutive business days, or (4) Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's fixtures or furniture therefrom, or (5) Tenant assigns or otherwise transfers substantially all of the assets used in the business conducted in the Premises and Landlord has not provided written consent, which shall not be unreasonably withheld, of a transfer of this Lease.

#### b. Landlord Rights

In the event of any material default by Tenant hereunder, Landlord shall have those rights expressly enumerated in this Lease. In the event of any default by Tenant hereunder, Landlord shall have the option to terminate this Lease by written notice to Tenant. Upon receipt of such written notice of termination, Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided. If Tenant fails to so quit and surrender the Premises as aforesaid, Landlord shall have the right, without notice, to re-enter the Premises either by force or otherwise and dispossess Tenant and the legal representatives of Tenant and all other occupants of the Premises by unlawful detainer or other summary proceedings, or otherwise, and remove their effects and regain possession of the Premises (but Landlord shall not be obligated to effect such removal) and Tenant hereby waives service of notice of intention to re-enter or to institute legal proceedings to that end.

#### 16 - DEFAULT BY LANDLORD

#### 16.1 Default by Landlord:

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing in accordance with this Lease. Said notice shall specify wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences

performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant further agrees not to invoke any of its remedies under this Lease until any such mortgagees and/or deed of trust holders have been provided an opportunity to cure as set forth below. Should Landlord be considered in default, then Tenant reserves the right, at Tenant's sole option, to terminate the Lease and seek any and all remedies at law or in equity. Should Tenant choose to terminate the Lease pursuant to this section, all of Tenant's rights, duties, obligations, or liabilities under the Lease, whether known, unknown, vested or contingent, shall be terminated. In no event shall Landlord be liable to Tenant for consequential damages for any breach of duty owing to Tenant.

#### 17 - RECONSTRUCTION

#### 17.1 Reconstruction-Insured Loss:

In the event the Premises are damaged by fire or other perils covered by Landlord's insurance, Landlord agrees to forthwith repair same to the extent of insurance proceeds available by reason of such damage or destruction, and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Monthly Base Rent from the date of damage and while such repairs are being made, such proportionate reduction to be based upon the extent to which the damage and making of such repairs shall reasonably interfere with the business carried on by Tenant in the Premises; provided, that if the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent.

#### 17.2 Uninsured Loss:

In the event the Premises are damaged as a result of any cause other than the perils covered by Landlord's insurance, Tenant may terminate this Lease upon thirty (30) days written notice and Tenant shall only be responsible for the rent due for one (1) subsequent month reduced by a proportionate reduction. Should Tenant choose not to terminate Lease, then Landlord shall (except where the damage or destruction is caused by the negligence of Tenant, its employees, agents, contractors, licensees or invitees in which case Tenant shall repair all damage) forthwith repair the same, provided the extent of the destruction be less than ten percent (10%) of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of ten percent (10%) or more of the full replacement cost and Tenant chooses not to terminate Lease, Landlord shall then have the option: (1) to repair or restore such damage, this Lease continuing in full force and effect, but the Monthly Base Rent to be proportionately reduced as hereinabove in this Section provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of Landlord giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and the Monthly Base Rent, reduced by a proportionate reduction, based upon the extent if any, to which such damage substantially interfered with the business carried on by Tenant in the Premises, shall be paid up to date of such termination. In the event Landlord shall determine to repair or restore the Premises, Tenant shall at its sole cost and expense, repair and restore any of Tenant's fixtures, equipment and leasehold improvements which are damaged or destroyed by the uninsured cause.

#### 18 - SUBORDINATION AND ATTORNMENT, MORTGAGEE PROTECTION

#### 18.1 Subordination - Notice to Mortgagee:

This Lease shall be subordinate to any existing or future mortgages, deeds of trust, and/or security documents on or encumbering the Premises or on the leasehold interest held by Landlord and to any extensions, renewals, or replacements thereof. This clause shall be self-operating and no further instrument of subordination shall be required. Notwithstanding the foregoing, at the written request of Landlord at any time and from time to time and at no charge to Landlord, Tenant shall within ten (10) days thereafter execute, acknowledge and deliver all instruments which may be required as evidence of such subordination and attornment provided that the mortgagee or beneficiary, as the case may be, shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default at such time. Tenant covenants and agrees to attorn to any successor to Landlord's interest in this Lease, and in that event, this Lease shall continue as a direct lease between Tenant herein and such landlord or its successor. In any case, such Landlord or successor shall not be bound by any prepayment on the part of Tenant of any rent for more than one month in advance, so that Monthly Base Rent and Adjustments shall be payable under this Lease in accordance with its terms, from the date of the termination or assignment of the Lease, as if such prepayment had not been made. In addition, the beneficiary of any deed of trust shall not be bound by any amendment or modification of this Lease made without the express written consent of the beneficiary under such deed of trust if such consent is required thereunder.

#### 18.2 Tenant's Certificate:

Tenant shall at any time and from time to time and at no charge to Landlord, upon not less than ten (10) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a Tenant Estoppel Letter in the form attached hereto as **Exhibit "C,"** or on a form as otherwise required by Landlord or its lender.

#### 18.3 Mortgagee Protection Clause:

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders have an additional thirty (30) days within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event this Lease shall not be terminated if such remedies are being so diligently pursued.

#### 19 - ACCESS BY LANDLORD

#### 19.1 Right of Entry:

Landlord or Landlord's employees, agents and/or contractors shall have the right to enter the Premises at any reasonable time with 48-hour advance notice to examine the same, and to show them to prospective purchasers or tenants of the Building, and to make such repairs, alterations,

improvements or additions as Landlord may deem necessary or desirable; however, Landlord shall not have access nor right of entry at any time to any of Tenant's patient examination rooms, without the approval of Tenant, which approval shall not be unreasonably withheld except in the event a patient is occupying said examination room. If Tenant is not personally present to permit entry and an entry is necessary, Landlord or its agents may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Premises or Building of which the Premises is a part except as otherwise specifically provided for herein. No additional locks, other devices or systems which would restrict access to the Premises shall be placed upon any doors without the prior consent of Landlord; provided however, Landlord agrees that Tenant may lock and deny access to areas of the Premises that contain Protected Health Information ("PHI"), at that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its associated regulations, as amended from time to time. Landlord's consent to installation of anti-crime warning devices or security systems shall not be unreasonably withheld provided Landlord shall not be required to give such consent unless Tenant provides Landlord with a means of access to the Premises for emergency and routine maintenance purposes.

#### 20 - SURRENDER OR ABANDONMENT OF PREMISES

#### 20.1 Surrender of Possession:

Tenant shall promptly yield and deliver to Landlord possession of the Premises at the expiration or prior termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Premises for sixty (60) days prior to the expiration or prior termination of this Lease.

#### 20.2 Holding Over:

Any holding over by Tenant with the consent of Landlord after the expiration or termination of the Lease hereof shall be construed to be a tenancy from month-to-month on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, that the Rent for such hold-over period shall be an amount equal to the Monthly Base Rent due for the last month of the Lease Term.

#### 21 - QUIET ENJOYMENT

#### 21.1 Landlord's Covenant:

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Premises for the Lease Term without disturbance by Landlord or any party claiming by or through Landlord.

#### 22 - MISCELLANEOUS

#### 22.1 Successors or Assigns:

All the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Landlord, Tenant and their respective heirs, administrators, executors, successors, subtenants, sublessee, concessionaires, assigns and marital communities, if any, and upon any

person or persons coming into ownership or possession of any interest in the Premises by operation of law or otherwise.

#### 22.2 Tenant Defined:

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

#### 22.3 Broker's Commission; Agency Disclosure:

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease except as set forth in Section 1.1(s).

#### 22.4 Partial Invalidity:

If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### 22.5 Recording:

Tenant shall not record or file this Lease or any form of Memorandum of Lease, or any assignment or security document pertaining to this Lease or all or any part of Tenant's interest therein without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord shall deem appropriate.

#### 22.6 Notices:

Any notices required in accordance with any of the provisions herein or desired to be given hereunder, if to Landlord shall be delivered personally, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to the address of Landlord as set forth in Section 1 or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant shall be delivered personally, sent by overnight courier such as Federal Express, or mailed by registered or certified mail and addressed to Tenant at the Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed given when delivered, if delivered personally, upon receipt of a confirmation by the sender of a successful facsimile transmittal, one (1) day after deposit with an overnight courier, or three (3) business days after deposit in the United States mail as set forth above.

#### 22.7 Marginal Headings:

The marginal headings and article titles to the Sections and Subsections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

#### 22.8 Time:

Time is of the essence of this Lease.

#### 22.9 Choice of Law/Venue:

This Lease shall be governed by the laws of Nevada. Venue shall be commenced solely in competent courts located in Clark County, Nevada.

#### 22.10 Tenant and Tenant's Employees Parking:

Intentionally Omitted.

#### 22.11 Hazardous Substances:

#### a. Presence and Use of Hazardous Substances.

Tenant shall not, without Landlord's prior written consent, keep (or allow to be kept) on or around the Premises, Common Areas or Shopping Center, for use, handling, transport, disposal, treatment, generation, storage, preparation, manufacture, refine, process or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic, harmful, medical or infectious (collectively referred to as "Hazardous Substances"), and/or is subject to regulation by any federal, state or local law, regulation, statute, or ordinance ("Legal Requirements"). "Hazardous Material" does not include any medical waste or de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements. Landlord warrants and represents that no "Hazardous Material" is currently present on the Premises. With respect to any such Hazardous Substance, Tenant shall:

- (1) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers:
- (2) Submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
- (3) Within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, handling, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with the applicable government regulations;
- (4) Allow Landlord or Landlord's agent, representative or consultant to come on the Premises at all times to check Tenant's compliance with all applicable governmental regulations regarding Hazardous Substances and to assess the environmental condition of the Premises, including, but not limited to, the imposition of an environmental audit;
- (5) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Premises, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and
- (6) Comply with all applicable governmental statutes, ordinances, rules, regulations, management plans and requirements regarding the proper and lawful use, handling, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

#### b. Survival

The provisions of this Section shall survive the expiration or earlier termination of this Lease.

#### 22.12 Covenants, Conditions and Restrictions:

Tenant's rights under this Lease are subject to any covenants, conditions and/or restrictions now or hereafter recorded against the real property on which the Premises are located.

#### 22.13 Right of First Refusal to Purchase

Should Landlord, during the Lease Term, receive an offer to purchase the Premises from a bona fide third party, and Landlord desires to accept such offer, Landlord will give Tenant 20 days' notice of such offer setting forth the relevant information from the offer including the amount of the proposed purchase price and other terms and conditions of such offer. Tenant will then have the first option to purchase the Premises by giving notice to Landlord of Tenant's intention to purchase within such 20-day period at the same price and on the same terms as any such offer. It is understood that in the event Tenant does not give notice of Tenant's election to exercise the option to purchase within such period, this Lease and all the terms and conditions will nevertheless remain in full force and effect and Landlord and any purchaser or purchasers of the Premises will be bound by the terms of this Lease. Whether or not Landlord sells the Premises set forth in the offer, Tenant will have, upon the same conditions and notice, the continuing first option to purchase the Premises, the beneficial interest therein, or any part of the Premises, upon the terms of any subsequent offer or offers to purchase.

If Tenant exercises the foregoing option, Landlord will convey good, marketable and insurable title to the Premises in fee simple by good and sufficient stamped grant bargain & sale deed free from all monetary encumbrances. In addition, in the exercise of such options, Tenant will place all funds with an escrowee of Tenant's designation, and the settlement of the purchase price and Landlord's conveyance to Tenant will take place in escrow. At closing, Landlord will furnish to Tenant an ALTA owner's policy or other policy type sufficient to meet the needs of Tenant, with extended coverage, or proper endorsement in the event of a transfer of beneficial interest, issued by a title insurance company acceptable to Tenant, brought down to the date of the closing, insuring Tenant against loss or damage to the extent of the purchase price by reason of defects in or liens upon Landlord's title. Tenant, at its sole expense shall pay all closing costs.

The parties will close the transaction within 45 days from the date of Tenant's exercise. Tenant will adjust rent and other current expenses as of the date of closing.

#### 22.14 Cell Tower

The Parties acknowledge that a cell tower exists on the Premises and will continue to exist per the cell tower lease and Tenant hereby approves of the cell tower. Accordingly, all income therefrom, if any, will remain with Landlord.

#### 22.15 Non-Discrimination Clause:

Tenant herein covenants by and for himself, his heirs, executors, administrators, and assigns, and all persons claiming under or through him, and this Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation

of any person or group of persons on account of sex, race, color, creed, religion, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall Tenant himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessee, subtenants, or vendees in the land herein leased.

#### 22.16 Voluntary Programs:

It is understood and agreed that from time to time Landlord may institute certain programs for the Premises which Landlord believes will be in the best interest of the Premises. Such programs shall include, but shall not be limited to a recycling program. Tenant agrees to promptly comply with and carry out its obligations under such programs as the same may exist from time to time.

#### 22.17 Prior Agreements:

THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AND ANY AND ALL ORAL AND WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS, WARRANTIES, PROMISES AND STATEMENTS OF THE PARTIES HERETO AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, AGENTS AND BROKERS WITH RESPECT TO THE SUBJECT MATTER OF THIS LEASE AND ANY MATTER COVERED OR MENTIONED IN THIS LEASE SHALL BE MERGED IN THIS LEASE AND NO SUCH PRIOR ORAL OR WRITTEN AGREEMENT, UNDERSTANDING, REPRESENTATION, WARRANTY, PROMISE OR STATEMENT SHALL BE EFFECTIVE OR BINDING FOR ANY REASON OR PURPOSE UNLESS SPECIFICALLY SET FORTH IN THIS LEASE. NO PROVISION OF THIS LEASE MAY BE AMENDED OR ADDED TO EXCEPT BY AN AGREEMENT IN WRITING SIGNED BY THE PARTIES HERETO OR THEIR RESPECTIVE SUCCESSORS IN INTEREST. THIS LEASE SHALL NOT BE EFFECTIVE OR BINDING ON ANY PARTY UNTIL FULLY EXECUTED BY BOTH PARTIES HERETO.

#### 22.18 Acceptance and Date of Lease:

#### a. Acceptance

The submission of this Lease to Tenant does not constitute an offer to lease. This Lease shall become effective only upon the execution and delivery thereof by both Landlord and Tenant. This Lease must be executed by Tenant, and a fully signed counterpart originals of this Lease must be returned to Landlord by December 1, 2024. Upon receipt of the above counterpart originals of this Lease, Landlord shall have the option and right to accept or reject the same within Landlord's sole discretion. If Landlord elects to accept this Lease, it shall execute and acknowledge the counterpart originals delivered by Tenant, insert the date of Landlord's acceptance on page 1, and promptly return one fully signed Lease to Tenant. Landlord shall have no liability or obligation to Tenant due to Landlord's rejection of this Lease or a failure to execute, acknowledge and deliver the same to Tenant.

#### b. Date of Lease

The date of this Lease shall be the date of acceptance hereof by Landlord as set forth in Section 1.1(a).

### [Signature Page to Follow]

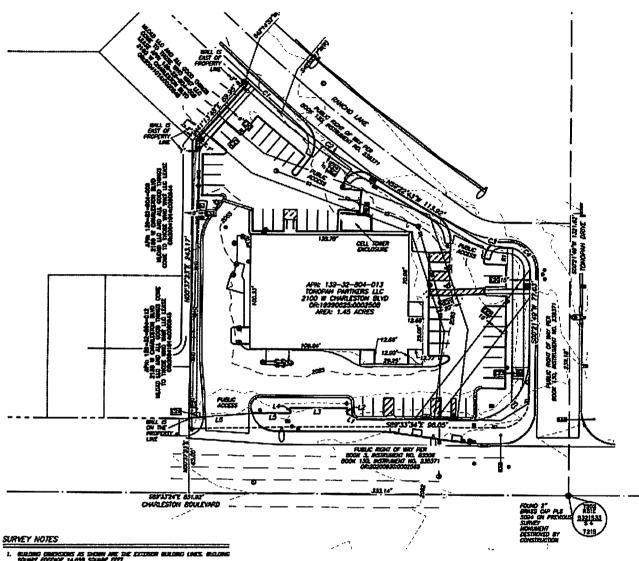
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en er folge vilk folget ett og til kantig til kritisk folget. De se folget er kritisk er en en kritisk for en eller ett ett og til som en e IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above set forth.

LANDLORD:	TENANT:
TONOPAH PARTNERS, LLC, a Nevada limited liability company	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By: TONOPAH PARTNERS MGMT. CO., INC., a Nevada corporation, Manager	
By: Juffer	By:
✓ RICHARD S. GORDON	Mason VanHouweling
President	Chief Executive Officer

#### EXHIBIT "A" SITE PLAN



# EXHIBIT "B" RESTRICTIONS ON USE

NONE

## EXHIBIT "C" TENANT ESTOPPEL LETTER

	(Ler	nder) (Purcha	aser)				
Attention:							
RE:	Lease Between("Landlord"), and				as Tenant	, as Lai ("Tenant"),	
		,	20	on located	Property	known	as
		, Nevada.					

#### Dear Sirs/Madam:

The undersigned, as Tenant(s) under the subject Lease, understands that you (Lender) are or will be [making a mortgage loan to Landlord which will be secured by property, including the Premises of the subject Lease,][purchasing the Shopping Center or a portion thereof containing the Premises] and hereby certifies, represents, warrants, confirms and agrees with you as follows for your reliance of your successors and assigns:

- 1. That the undersigned has accepted possession and is in actual occupancy of the Premises of the subject Lease;
- 2. That the Premises of the subject Lease are fully open for business and are in use by the undersigned, its employees and invitees;
- That any and all improvements and space required to be furnished by Landlord according to the subject Lease have been completed in all respects and accepted by the undersigned;
- 4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature;
- 5. That the subject Lease has not been modified, altered, amended, changed, supplemented, terminated, or superseded in any manner except as follows: (Write "NONE" if there are none);
- 6. That the subject Lease sets forth all agreements and understandings of Landlord and the undersigned, as Tenant;
- 7. That there are no offsets or credit against rentals, that there are no claims or defenses to enforcement of the subject Lease, that rentals have not been prepaid except as provided by the subject Lease terms, and that no periods of free rentals are applicable to the term of the subject Lease except as set forth in Paragraph 4.1 and 4.2;

- 8. That no broker or other intermediary is entitled to receive any leasing, brokerage or other compensation out of or with respect to rentals of any kind under the subject Lease;
  9. That the undersigned has no notice of a prior sale, transfer, assignment, hypothecation or pledge of the subject Lease or rents thereunder;
- 10. That the term of the subject Lease is for \_\_\_\_\_\_ years. The primary Lease term commenced on \_\_\_\_\_\_.

  11. That the monthly rental is \$\_\_\_\_\_\_, and rent has been paid to \_\_\_\_\_\_;
- 12. That the undersigned hereby acknowledges and agrees that existing parking facilities meet the requirements of the subject Lease;
- 13. That the undersigned agrees to notify you at the above shown address, or such address as you may hereafter specify, of any material default on the part of Landlord after the date hereof unless the undersigned is advised by you that the contemplated mortgage loan from you to Landlord will not be made;
- 14. That the undersigned agrees that without your written consent, the undersigned will not:
  (a) modify or in any manner alter the terms for the subject Lease; (b) pay the rent or any other sums becoming due under the terms of the subject Lease more than two months in advance; or (c) accept Landlord's waiver of or release from the performance of any obligations of Tenant under the subject Lease;
- 15. That should you advise the undersigned that Landlord is in default in the indebtedness to you and request that payment of all future rentals be made directly to you pursuant to an Assignment of Leases and Rents, the undersigned agrees that the undersigned shall make all future rental payments under the subject Lease directly to you until instructed otherwise by you;
- 16. That the undersigned will in no event look to you for the return of any security deposit under the subject Lease, except as is actually received by you. Pursuant to the subject Lease, Tenant has not made a security deposit.
- 17. That none of the following events have occurred: (a) the filing by or against the undersigned of a petition in bankruptcy, insolvency, reorganization, or an action for the appointment of a receiver or trustee; or (b) the making of an assignment for the benefit of creditors;
- 18. That the subject Lease is in full force and effect, is not in default, and is hereby ratified and confirmed;

- 19. That at the date hereof, there are no defaults by Landlord or the undersigned, as Tenant, in their respective performances of any of the agreements, duties, obligations, terms and conditions of the subject Lease by them respectively to be performed which exist on the date hereof, and that no event has occurred which, after the passage of time or after the expiration of any grace period, right of cure period, or any other period provided by law or by the Lease, would constitute a default under the subject Lease;
- 20. That the undersigned has not subleased or assigned, whether outright or by collateral assignment, all or any portion of the undersigned's rights under the subject Lease;
- 21. That the entity, person and/or officer executing this certification is empowered by action, resolution or at law to execute the same, and this certificate shall be binding on the undersigned, its successors and assigns.

[ALTERNATIVES TO ABOVE PROVISIONS IF SPACE IS LEASED BUT NOT YET OCCUPIED OR OPEN:

- 1. That the undersigned has no reason to believe that it will not accept possession or occupy the Premises of the subject Lease;
- 2. That the Premises of the subject Lease upon occupancy of the Tenant will be fully open for business and will be used by the undersigned, its employees and invitees;
- 3. That Tenant has no reason to believe that any and all improvements and space required to be furnished by Landlord according to the subject Lease will not be completed in all respects and accepted by the undersigned;
- 4. That Landlord has completely fulfilled all of Landlord's duties and obligations of an inducement nature required to be filled as of the date hereof;

6.				•		ease is forencement Date			•	nary l	Lease 1	term v	vill
7.	That	the	monthly	rental	is	\$;]	,	and	rent	has	been	paid	to
TENA	ANT:												_
						<u>——</u> а							•

Name:

Date:

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

Issue:	Education	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board receive an informational presentation from Anna Caputo, UMC Equal Opportunity Program manager, regarding UMC's Pregnant Workers Fairness Act; and direct staff accordingly. (For possible action)

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Governing Board will receive a presentation from Anna Caputo regarding UMC's Pregnant Workers Fairness Act.

# The Pregnant Workers Fairness Act

An informational presentation by Anna Caputo Equal Opportunity Program Manager



(702)207-8264 anna.caputo@umcsn.com

## What is the Pregnant Workers Fairness Act?

The PWFA requires UMC, as a covered employer, to provide a "reasonable accommodation" to a qualified employee's or applicant's known limitations related to, affected by, or arising out of **pregnancy**, **childbirth**, **or related medical conditions**, unless it will cause the employer an "undue hardship."

The PWFA applies only to accommodations. Title VII of the Civil Rights Act of 1964, as amended, and the Pregnancy Discrimination Act, make it illegal to fire or otherwise discriminate against employees or applicants on the basis of pregnancy, childbirth, or related medical conditions.

The PWFA went into effect on June 27, 2023. On April 15, 2024, the EEOC issued its final regulation to carry out the law. The regulation goes into effect on June 18, 2024.

## What does the PWFA prohibit?

#### **UMC** must not:

- Fail to make a reasonable accommodation for the known limitations of an employee or applicant, unless the accommodation would cause an undue hardship;
- Require an employee to accept an accommodation other than a reasonable accommodation arrived at through the interactive process;
- Deny a job or other employment opportunities to a qualified employee or applicant based on the person's need for a reasonable accommodation;
- Require an employee to take leave if another reasonable accommodation can be provided that would let the employee keep working;
- Punish or retaliate against an employee or applicant for requesting or using a reasonable accommodation for a known limitation under the PWFA, reporting or opposing unlawful discrimination under the PWFA, or participating in a PWFA proceeding (such as an investigation);
- Coerce individuals who are exercising their rights or helping others exercise their rights under the PWFA.

# Limitations under the PWFA

"Known limitation" is defined as a "physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the employee or the employee's representative has communicated to the covered entity, whether or not such condition meets the definition of disability" under the ADA.

# A "limitation" is –

- an impediment or problem that may be modest, minor and/or episodic;
- ▶ a need or problem related to maintaining the employee's health or the health of the pregnancy; or
- seeking health care related to pregnancy, childbirth, or a related medical condition itself.

# **Undue Hardship Analysis**

To prove undue hardship, we would have to demonstrate the accommodation is significantly difficult to provide or expensive considering, without limitation, the nature and cost of the accommodation; overall financial resources of UMC, the overall size of UMC with respect to the number of employees, type and location of the available facilities, and the effect of the accommodation on operations.

# **Broad Scope of Covered Conditions**

The EEOC's "non-exhaustive list" of conditions that can give rise to a request for accommodation under the PWFA include: current pregnancy, past pregnancy, lactation (including breastfeeding and pumping), use of birth control, menstruation, postpartum depression, gestational diabetes, preeclampsia, infertility and fertility treatments, endometriosis, miscarriage, stillbirth, and having or choosing not to have an abortion, among other conditions.

\*Each assessment will be case-by-case through the Equal Opportunity Office.

\*Please do not tell your staff whether you believe they will or will not qualify – let them reach out to me for an assessment.

# **Key Takeaways from the PWFA**

# Certain Identified Accommodations are Assumed to be Reasonable

The final rule specifies that the following four pregnancy accommodations are reasonable and should be granted in almost every circumstance without the need for medical documentation:

- (1) additional restroom breaks
- (2) food and drink breaks
- (3) allowing water and other drinks to be kept nearby
- (4) allowing sitting or standing, as necessary.

Other possible reasonable accommodations specified by the final rule, although not presumptively required, include job restructuring, modifying work schedules, use of paid leave, and reassignment to a vacant position.

\*Regarding additional breaks, the EEOC suggests that calculations on productivity for a given shift will need to be adjusted when reasonable to account for the additional excused break periods.

Employees May Need to be Excused from Essential Functions for Extended Periods

Under the ADA, only a "qualified individual" is entitled to a reasonable accommodation, and a qualified individual is one who can perform the essential functions of the job with or without a reasonable accommodation.

By contrast, under the PWFA, an individual is still qualified—and therefore entitled to a reasonable accommodation—even if they cannot perform an essential function of the job now, so long as the limitation is for "a temporary period" and the essential function can be performed in the "near future."

# Act with Expediency and Consider Interim Accommodations

Although the PWFA's interactive process largely tracks that of the ADA, the final rule provides that employers must respond to requests under the PWFA with "expediency" and notes that granting an interim accommodation will decrease the likelihood that an unnecessary delay will be found.

# <u>Informal Requests can Trigger Statutory Obligations</u>

The guidance accompanying the final rule indicates that verbal conversations with direct supervisors can trigger accommodation obligations, and an employee's failure to fill out paperwork or speak to the "right" supervisor or designated department is not grounds for either delaying or not providing the accommodation. In other words, the initial request (or statement of need for an accommodation) alone may be sufficient to place the employer on notice and trigger the interactive accommodation process.

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# **Employers Cannot Seek Documentation or Certain Requests:**

The final rule generally prohibits employers from seeking documentation in many circumstances, including:

- (1) when the limitation and need for a reasonable accommodation is obvious;
- (2) when the employer already has sufficient information to support a known limitation related to pregnancy;
- (3) when the request is for one of the four identified reasonable accommodations listed above (i.e., additional restroom breaks; food/drink breaks; beverages near the work station; and sitting or standing as needed);
- (4) when the request is for a lactation accommodation; and
- (5) when the accommodation is available without documentation for other employees seeking the same accommodation for non-PWFA reasons.

# Unpaid Leave as a Last Resort

As the PWFA itself makes clear, employers may only require an employee to take leave as a last resort if there are no other reasonable accommodations that can be provided absent undue hardship.

The final rule and guidance continue this theme, underscoring that requiring an employee to take unpaid leave or to use their leave after they ask for an accommodation and are awaiting a response could also violate the PWFA if, for example, there is paid work that the employee could have been provided during the interactive process.

# A Few More Things to Keep in Mind

- We also have a modified duty program that employees can avail themselves to. Per Diem employees, however, are not entitled to modified duty.
- Per Diem employees may also be more difficult to justify accommodating under the PWFA, since their positions exist to fill in and perform the essential functions of various positions when full- and part-time employees are off work.
- Under the Nevada Pregnant Workers Fairness Act, written notice of the right to an accommodation must be given to an employee within 10 days of any supervisor receiving notice of the pregnancy. This could be a very simple email:
  - "Good Morning \_\_\_\_\_, thanks for notifying me of your pregnancy. Please know that you can reach out to our EO Manager, Anna Caputo, to find out what type of accommodations you're entitled to. Please let me know if there is anything I can help you with."

Issue:	2024 Governing Board Action Plan	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

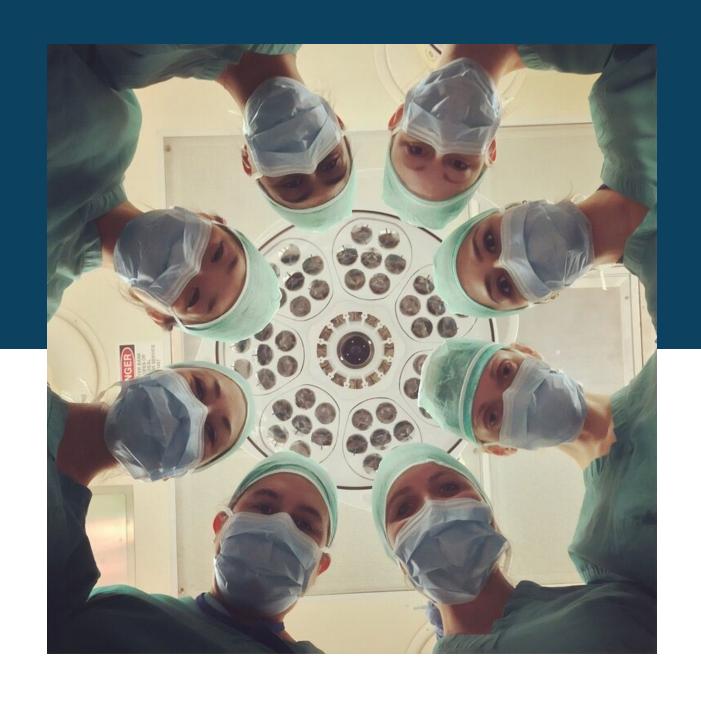
That the Governing Board review and discuss the Governing Board 2024 Action Plan, to include an informational presentation from Nilesh Gokal, MD, FAAFP, regarding the Nevada Physician Wellness Coalition; and direct staff accordingly. (For possible action)

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Governing Board will receive a presentation from Nilesh Gokal, MD regarding the Nevada Physician Wellness Coalition.



The Nevada Physician Wellness
Coalition (NPWC) is an independent,
autonomous, non-profit organization,
founded by physicians for physicians.

# Our mission is to address:

- The highly sensitive nature of physician burnout and associated stigma
- Provide resources that serve Nevada physicians, medical students, and families—regardless of place of employment or employment status.

The need for resources and support is urgent.

The number of physician suicides is 2-to-4 times that of the general population and the highest rate of any profession.

The #1cause of death today in the USA among medical trainees is suicide.

There is a disease plaguing the medical field: silence.

There exists a culture of silence among physicians.

Threats of license revocation loom and they often suffer in silence until it's too late.



# 1 in 5 physicians plan to leave their current practice. 1 in 3 plan to reduce their hours.

- AMA, 2022

# Mayo Clinic 2021 report shows:

62.8% of physicians experience at least one manifestation of burnout in 2021 compared to 38.2% in 2020.

Physicians' mean <u>emotional exhaustion</u> was 38.6% higher in 2021than 2020.

Physicians mean <u>depersonalization</u> was 60.7% higher in 2021than 2020.

Burnout for physicians was 25% more prevalent in 2021than 2020.



# This is a crisis that affects us all.

# Nevada is facing a dire physician shortage.



Nevada ranks 48th out of 50 for Board Certified physicians per 100,000 people.

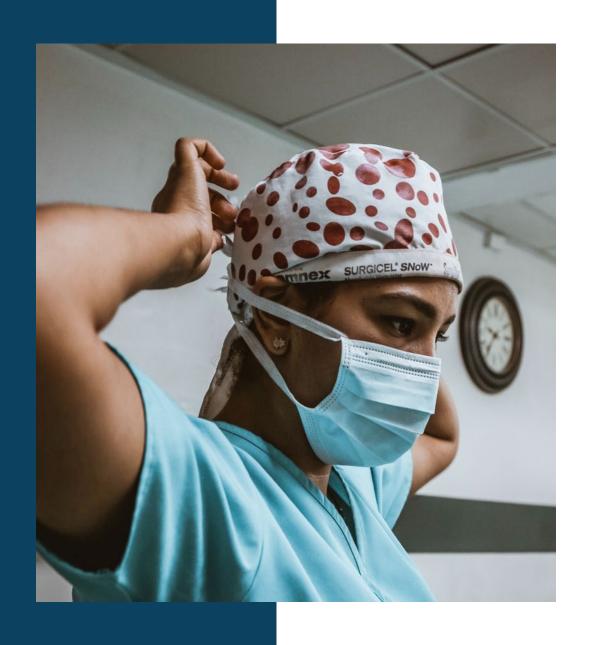
Additional pressure on physicians and an already strained healthcare system means the whole community suffers.

For each physician that leaves the field, approximately 2000 patients are impacted.



# How NPWC Helps

Through programming and resources designed specifically for physicians we create a confidential space for physicians to connect with one another and learn tools and strategies to support their wellbeing.



# **Mission**

Our mission is to address the devastation and negative community impact of physician burnout and suicide.

# **Pillars**

The Nevada Physician Wellness Coalition is built upon four key pillars that are based on the specific needs of physicians.

# **Safety & Trust**

Safety & trust are our top priorities. We create spaces that are emotionally & psychologically safe for physicians to engage in.

# **Connection & Community**

Our spaces facilitate meaningful connections between physicians, these connections contribute to destigmatizing burnout and stress, build a sense of community and belonging, and contribute to overall wellness.

# **Evidence-Based Tools**

We utilize evidence-based tools that create change; we are committed to moving the needle on physician burnout and suicide.

# **Independence**

In order to cultivate psychological safety where physicians can share freely, NPWC is committed to remaining an independent entity that does not have affiliation with any particular hospital systems, boards, or governing bodies.

# How your donation supports our cause.

The NPWC offers resources and programming tailored to the mental health and wellness needs of physicians.

# Outreach

We're only as impactful as our reach. Reach enables us to spread the word about these vital resources and continue to generate programming that services this community.

# Physician & Family Resource Line

A free & confidential non-urgent, non-crisis phone line that is staffed by psychologists with expertise in clinician stress.

# Enhancing Humanism in Medicine Series

This interactive series offers evidence-based solutions modeled after the University of Rochester physician wellness program. These sessions are designed to establish self-awareness in demanding situations, and to chart a path towards personal wellness & professional fulfillment.

# Speaker Series and Community Events

Presentations feature renowned speakers in the field of physician burnout & wellness. These events reach physicians across the state.



# Programs available to all hospitals thanks to Molina's generous donation

# Peer to Peer Training

Utilize Peer Support Development Program. This is an effective model for physicians who are less likely to seek external support but may reach out to a peer for support.

This is a multi-phased approach that involves training 30 physicians. The selection of peer supporters will be intentional and inclusive of women, minority groups that are underrepresented in medicine, and LGBTQ+ communities.

Initial trainees will be equipped to train their peers as well, creating exponential impact that can extend throughout the state.

# Hospital Leadership Training

A specialized workshop for hospital leadership about navigating the challenges of systemic issues that lead to physician burnout inclusive of training on evidence based practices, expert coaching, and community support to address employee hot spots within your organization.



# Physician and Family Resource Line

Anon-urgent, non-crisis line that is operated by local psychologists with expertise in physician stress.

# Free, Confidential, Independent, & Autonomous

775-404-3307

- Calls are answered within 24 hours
- Not aligned with any physician employer, licensing body or organized medicine body

Check out all of our resources at:

www.nevadaphysicianwellnesscoalition.com

We are funded through the support of donations should you like to make a gift please go to:

www.nevadaphysicianwellnesscoalition.com/donate

If you are in crisis, please call: 1-800-273-8255



Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)* 

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Governing Board will receive a report on the October Governing Board Clinical Quality and Professional Affairs Committee meeting.

Issue:	Report from Governing Board Strategic Planning Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

#### **Recommendation:**

That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)* 

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Governing Board will receive a report on the October Governing Board Strategic Planning Committee meeting.

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 October Governing Board Audit and Finance Committee meeting.

Issue:	Monthly Financial Report for September FY25 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 September FY25; and take any action deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

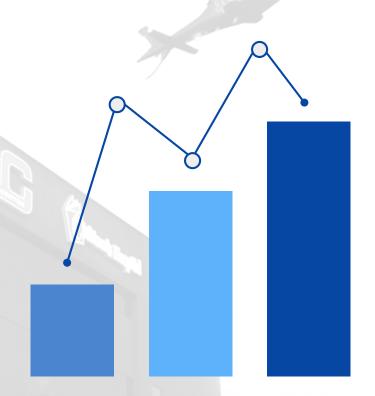
The Governing Board will receive an update on the September FY2025 financial report from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda October 30, 2024



# September 2024 Financials

**GB** Meeting



# KEY INDICATORSSEP



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,169	17,392	778	4.47%	17,177	992	5.78%
Total Admissions	1,829	1,973	(144)	(7.30%)	1,897	(68)	(3.58%)
Observation Cases	926	907	19	2.09%	907	19	2.09%
AADC (Hospital)	579	558	21	3.81%	545	34	6.28%
ALOS (Admits)	6.23	5.67	0.56	9.93%	6.57	(0.34)	(5.18%)
ALOS (Obs)	1.30	1.18	0.12	10.04%	1.18	0.12	10.04%
Hospital CMI	1.90	1.83	0.07	3.83%	1.83	0.08	3.83%
Medicare CMI	2.13	2.01	0.12	5.97%	1.99	0.15	7.05%
IP Surgery Cases	836	862	(26)	(3.02%)	799	37	4.63%
OP Surgery Cases	661	619	42	6.79%	550	111	20.18%
Transplants	19	18	1	5.56%	18	1	5.56%
Total ER Visits	8,949	9,134	(185)	(2.03%)	8,955	(6)	(0.07%)
ED to Admission	12.09%	-	-	-	11.88%	0.21%	-
ED to Observation	10.01%	-	-	-	10.11%	(0.09%)	-
ED to Adm/Obs	22.10%	-	-	-	21.99%	0.12%	-
Quick Cares	15,222	15,951	(729)	(4.57%)	14,989	233	1.55%
Primary Care	6,894	6,023	871	14.47%	5,801	1,093	18.84%
UMC Telehealth - QC	456	543	(87)	(15.97%)	532	(76)	(14.29%)
OP Ortho Clinic	1,653	1,170	483	41.29%	1,579	74	4.69%
Deliveries	104	157	(53)	(33.79%)	154	(50)	(32.47%)

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# SUMMARY INCOME STATEMENSEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$84,545,311	\$81,755,101	\$2,790,210	3.41%	
Net Patient Revenue as a % of Gross	18.37%	18.10%	0.27%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$87,501,315	\$82,749,212	(\$4,752,103)	(5.74%)	
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$2,956,004)	(\$994,111)	(\$1,961,893)	(197.35%)	
Add back: Depr & Amort.	\$4,081,397	\$4,156,022	\$74,625	1.80%	
		4	(40.000.540)	(CA 440()	
Tot Inc from Ops plus Depr & Amort.	\$1,125,393	\$3,161,911	(\$2,036,518)	(64.41%)	

# SUMMARY INCOME STATEMENTO SEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$257,935,881	\$248,996,132	\$8,939,748	3.59%	
Net Patient Revenue as a % of Gross	18.32%	18.15%	0.17%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$261,276,036	\$252,023,832	(\$9,252,204)	(3.67%)	
INCOME FROM OPS	A shoot	Dudget	Variance	0/ \/a=i====	
INCOINE PROIVI OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$3,340,156)	(\$3,027,699)	(\$312,456)	% Variance (10.32%)	
					•
Total Inc from Ops	(\$3,340,156)	(\$3,027,699)	(\$312,456)	(10.32%)	•

# SALARY & BENEFIT EXPENSEEP



	Actual	Budget	Variance	% Variance	
Salaries	\$36,108,367	\$33,894,645	\$2,213,722	6.53%	
Benefits	\$15,869,304	\$15,230,551	\$638,753	4.19%	
Overtime	\$860,585	\$929,600	(\$69,014)	(7.42%)	
Contract Labor	\$2,433,953	\$1,663,311	\$770,643	46.33%	
TOTAL	\$55,272,210	\$51,718,106	\$3,554,104	6.87%	

# **EXPENSES SEP**



	Actual	Budget	Variance	% <b>V</b> ariance	
Professional Fees	\$2,368,154	\$2,305,571	\$62,582	2.71%	
Supplies	\$16,315,715	\$15,009,345	\$1,306,371	8.70%	
Purchased Services	\$6,809,337	\$6,630,216	\$179,121	2.70%	
Depreciation	\$2,569,872	\$2,571,297	(\$1,425)	(0.06%)	
Amortization	\$1,511,525	\$1,584,725	(\$73,200)	(4.62%)	
Repairs & Maintenance	\$810,831	\$920,772	(\$109,941)	(11.94%)	
Utilities	\$595,261	\$760,256	(\$164,996)	(21.70%)	
Other Expenses	\$1,070,715	\$1,091,029	(\$20,314)	(1.86%)	
Rental	\$177,696	\$157,894	\$19,802	12.54%	
Total Other Expenses	\$32,229,105	\$31,031,106	\$1,197,999	3.86%	• Page

Issue:	Kirk Kerkorian School of Medicine Dean's Update	Back-up:
Petitioner:	Mason VanHouweling, 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 October 30, 2024

Issue:	CEO Update	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref.#

#### **Recommendation:**

That the Governing Board receive the Hospital CEO update; and take any action deemed appropriate. (For possible action)

#### **FISCAL IMPACT:**

None

#### **BACKGROUND:**

The Governing Board will receive the CEO update.

Cleared for Agenda October 30, 2024

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 October 30, 2024

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 October 30, 2024