



UMC Governing Board Meeting

Wednesday, October 29, 2025 2:00 pm

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada Meeting of the GOVERNING BOARD

October 29, 2025, 2:00 p.m.

901 Rancho Lane, Las Vegas, Nevada

Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a Meeting of the UMC Governing Board has been called and will be held on Wednesday, October 29, 2025, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted online at University Medical Center of Southern Nevada's website <http://www.umcsn.com> and at Nevada Public Notice at <https://notice.nv.gov/> and at 901 Rancho Lane, Las Vegas, NV

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli, Governing Board Secretary, at (702) 765-7949. The Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The 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 Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the 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 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 Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

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 regular meeting of the UMC Governing Board held on September 24, 2025. *(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 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 28, 2025; and take action as deemed appropriate. *(For possible action)*
5. Approve the UMC Policies and Procedures Committee's activities of August 6, 2025, and September 3, 2025, including the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action 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 at its July 22, 2025 meeting; and take any action deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Amendment One to the Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Ratify the Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Master Services Agreement and Order Forms with Bluesight, Inc. for pharmacy procurement, inventory management and compliance solutions; exercise any extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Agreement for Construction Management Services with Grand Canyon Construction, Inc.; execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Purchaser Specific Agreement with Laboratory Corporation of America; execute future amendments and extensions; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 019 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Terms and Conditions of Appointment for Resident Physician template agreement; exercise any extension options and amendments; or take action as deemed appropriate. *(For possible action)*
14. Approve and authorize the Chief Executive Officer to sign the First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) with Nicholas M. D'Alesio, DO; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

15. Receive a presentation from Don Barnwell, UMC Executive Director of Information Technology, regarding Information Technology program updates at UMC; and direct staff accordingly. *(For possible action)*
16. Review and discuss the Governing Board 2025 Action Plan, to include a presentation from Shana Tello, UMC Academic and External Affairs Administrator and Lynn Heather, Academic Affiliation Analyst, regarding the Annual Institutional Review (AIR) Summary for Graduate Medical Education; and direct staff accordingly. *(For possible action)*
17. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. *(For possible action)*
18. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
19. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
20. Receive the monthly financial report from the Chief Financial Officer for the September FY26 financial report; and take any action deemed appropriate. *(For possible action)*
21. Receive an update from the Dean of the Kirk Kerkorian, School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
22. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

23. 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

24. Go into closed session pursuant to NRS 241.015(4)(c), 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)*
25. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

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 24, 2025**

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, September 24, 2025
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 2:10 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
Harry Hagerty, Vice Chair (WebEx)
Donald Mackay, M.D.
Laura Lopez-Hobbs
Mary Lynn Palenik
Robyn Caspersen
Chris Haase (WebEx)

Ex-Officio Members:

Present:

John Fildes, MD, Ex-Officio
Dr. Meena Vohra, Chief of Staff
Alison Netski, Dean of Kirk Kerkorian SOM at UNLV

Absent:

Renee Franklin (Excused)
Bill Noonan (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Deb Fox, Chief Nursing Officer
Janella Green, Lean Transformation Specialist
Marsha Al-Sayegh, Employee Experience Program Manager
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
UMC Tranquility Nursing Team

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

TRANQUILITY MOMENT

The Board members participated in an interactive exercise related to heart math health and breathing techniques.

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 regular Meeting of the UMC Governing Board held on August 27, 2025. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

A motion was made by Member Lopez-Hobbs that the agenda be approved as presented. Motion carried by unanimous vote.

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the September 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on September 23, 2025; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Credentialing Activities
- Transplant Hepatology Clinical Privileges
- APRN - Forensics 8-2025.2

ITEM NO. 5 Approve and authorize the Chief Executive Officer to sign the Amendment to the Facility Agreement with Anthem Blue Cross and Blue Shield and

HMO Colorado, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Anthem BCBS Medicaid Amendment - redacted
- Disclosure of Ownership

ITEM NO. 6 Ratify the Third Amendment to the Preferred Provider Agreement with Culinary Health Fund Administrative Services, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Preferred Provider Agreement – Amendment 3
- Disclosure of Ownership

ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Network Provider Agreement with Nomi Health, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Network Provider Agreement – redacted
- Disclosure of Ownership

ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign Amendment Ten to the Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Aare Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Primary Care Physician Participation Agreement - Amendment 10
- Disclosure of Ownership

ITEM NO. 9 Ratify the Letter of Understanding to with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Letter of Understanding
- Disclosure of Ownership

ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Amendment to the Individual/Group Provider Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Amendment to Provider Agreement
- Disclosure of Ownership

ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Second Amendment to Master Services Agreement with HealthCare Inspired, LLC for Coding Support Services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Master Service Agreement - Amendment 2
- Disclosure of Ownership

ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Services Agreement with Comprehensive Care Services, Inc. for Perfusion, related Services and Equipment; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Profusion Service Agreement - Redacted
- Sourcing Letter
- Business Associate Agreement
- Disclosure of Ownership

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement for Teleradiology Clinical Services with Real Radiology, LLC; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Professional Service Agreement
- Disclosure of Ownership

ITEM NO. 14 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Five to Master Professional Services Agreement and its Statement of Work with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Master Professional Service Agreement/SOW – Amendment 5
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Lopez-Hobbs that Consent Items 4-14 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 15 Receive an educational overview from Janella Green, Lean Transformation Specialist, regarding the Lean Six Sigma Program; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Janella Green, a Lean Transformation Specialist, provided an update on UMC's Lean Six Sigma performance improvement projects. The goal is to teach employees problem-solving methods.

Lean Six Sigma is a process improvement methodology that combines Lean's focus on eliminating waste and increasing efficiency with Six Sigma's data-driven approach to reducing defects and variation. The ultimate goal is to accelerate speed, lower costs, and improve quality to better serve customer needs and increase profitability. Typically, about 75-95% of our time is spent on activities that raise costs and generate no value.

Lean emphasizes removing and preventing waste. It focuses on the customer by distinguishing what adds value from what does not. Products and services are delivered just-in-time, meaning in the right quantities, at the right time, and in the right condition. Products and services are generated only when a signal is received from the customer and are pulled through the system.

Six Sigma is a data-driven approach to problem solving. Defined as a business process improvement initiative that aims to eliminate causes of defects and errors. It reduces cycle times, lowers operational costs, and enhances productivity.

There are six certification types:

- **White Belt:** Foundational Concepts / Basic Support
- **Yellow Belt:** Deeper understanding of tools and techniques
- **Green Belt:** Leads line of sight projects
- **Black Belt:** Leads more complex/large-scale projects
- **Master Black Belt:** Senior experienced, trains others, mentors

Ms. Green shared key milestones to date and highlighted some of the current events taking place since the inception of the Lean Six Sigma program.

A video depicting the benefits of implementing the program in a hospital setting was shown. A discussion ensued regarding the creation of the Lean Six Sigma program, examples of how the program benefits companies, priority ranking of projects, and how this program complements the ISO certification to improve procedures and processes.

The Board would like to receive a progress report at a future meeting on the successes of the program and project implementations that have taken place at UMC.

FINAL ACTION:

None

ITEM NO. 16 Receive and discuss the Governing Board 2025 Action Plan, to include an update from Marsha Al-Sayegh, Employee Experience Program Manager, regarding results from the UMC Employee Engagement Survey; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Marsha Al-Sayegh, Employee Experience Program Manager, provided an update on the results of the 2025 Employee Engagement Survey. Ms. Al-Sayegh shared highlights, results, strengths, opportunities for improvement and how UMC ranks compared to previous surveys. This marks the 3rd survey with Press Ganey.

The survey was launched in May 2025. The employee response rate increased to 71%, up from 69% in 2023. The organization's engagement score rose to 3.91%, compared to 2023. UMC ranked in the 38th percentile compared to the National Healthcare Average but was above average at the 52nd percentile when compared to other Academic Medical Centers. UMC has made significant progress and has maintained or improved its rankings over the past three surveys.

Highlighting strengths from the survey, approximately 94% of the responding audience stated that they would treat all patients and clients equally, even when times are difficult. The topics with the most substantial statistical increases from 2023 were perceptions of fair pay and feeling that their facility is safe and secure. Employees reported feeling financially secure, which was the highest-ranked item at the 79th percentile.

Opportunities for improvement include: the feeling that the person an employee reports to cares about my job satisfaction, and incidents of violence are more likely to occur during closing, both of which showed decreases from the prior survey.

Ms. Al-Sayegh next reviewed a graph highlighting the trend showing improvement from 2021, 2023 and 2025. She noted that Press Ganey updated the engagement metrics system. The following were the six key drivers with the highest impact toward long-term engagement:

1. Where I work, employees and management work together to ensure the safest possible working conditions.
2. Senior management provides a work climate that promotes patient safety.
3. I feel free to raise workplace safety concerns.

4. This organization provides high-quality care and service.
5. This organization makes every effort to deliver safe, error-free care to patients.
6. We are actively doing things to improve patient safety.

The recommendation across the system is to focus on the key drivers at the top level, with each department leader concentrating on their own key drivers to support the overall organization.

Ms. Al-Sayeh discussed plans to improve future survey scores. A roundtable is scheduled for September 30th for employees to give feedback. Action plans will be submitted in November and reviewed quarterly for progress.

A discussion ensued regarding neutral responses, opportunities to enhance communication in departments, and goal setting to improve the average of the next survey score.

FINAL ACTION:

None

ITEM NO. 17 Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Member Caspersen provided a report on the meeting, which was held on Wednesday, September 17 2025, at 2:00 p.m. A quorum was in attendance. There was no public comment, and the minutes and agenda were both approved unanimously as presented.

The CFO presented a report on the monthly financial results and the fiscal year-end financials for August 2025. The discussion covered factors affecting financial outcomes, comparisons to the budget, as well as operating and financial metrics, and organizational goals. Ms. Wakem also discussed the performance of the Crisis Stabilization Center and remediation steps.

The other business items were reviewed and approved or ratified 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 were no emerging issues identified, no public comment, and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 18 Receive the monthly financial report from the Chief Financial Officer for the August FY26 financial report; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- August FY26 Financial Report

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for August FY26.

The key indicators for August year to date showed admissions below budget 3%. Observation cases were below budget 10%. The AADC was 366. Average length of stay was 5.69 days. Overall hospital acuity was 1.90 and Medicare CMI was 2.22. Inpatient surgeries were below budget by 18 cases and outpatient surgeries were below budget 39 cases. There were 15 transplant cases. Approximately 21% of ER patients are being admitted. Quick cares and primary cares were below budget for the month. There were 346 telehealth visits and orthopedic clinic were up significantly, with 449 more patients than anticipated. There were 145 deliveries. The Crisis Stabilization Center had 103 visits for the month, which was significantly below the expected 1,500 visits. Mr. Van Houweling explained the challenges that have been experienced since the center's opening, including the center's geographical location. The County has been involved in discussions regarding these issues.

The income statement for the month showed operating revenue was \$2.7 million below budget. Total operating expenses were \$4.2 million under budget. Total earnings before depreciation and amortization were \$3 million, compared to a budget of \$1.9 million, exceeding budget by \$1.1 million. Year-to-date statistics were reviewed. Ms. Wakem informed the Board that the county is assisting with losses related to the Crisis Stabilization Center.

Salaries, wages, and benefits for August showed labor down \$577K. Overtime was managed well, but contract labor was higher than anticipated. All other expenses were down \$3.6 million due to supplies and a decrease in 340B revenue.

FINAL ACTION:

None

ITEM NO. 19 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

Dean Alison Netski provided highlights on the activities for the School of Medicine.

The Dean shared the following highlights:

The State's GME Advisory Council will meet this year to review statistics on the workforce, student migration, and deficiencies in the state, as well as strategies and opportunities to use legislatively appropriated funds for new programs. Updates will be provided.

Recruitment is underway for medical student and residency programs. About 2,100 applications have been received to fill the 66 student positions in the MD program. Statistics regarding the transition of medical students to residents were discussed. There has been an emphasis on recruiting and retaining students in Nevada, with positive outcomes. Approximately 42% of students have matched into residencies within Nevada. The school will continue to monitor data in programs with outward migration.

In September, new faculty members were welcomed in General Surgery, Otolaryngology (ENT), Endocrinologist and Trauma Acute Care. Two new hand surgeons and a new general surgeon will be added in the coming months.

Year-to-date, UNLV physicians have performed 6,659 cases at UMC.

Dean Netski highlighted several faculty affairs and community engagement programs: the CME Program, the Project Echo Program, Pediatric Access Line, the Research Seminar series, and the Kirk Kerkorian School of Medicine Academy, which aims to improve lives through education, information, and engaging stories. The UNLV Project Echo offers support in rural areas, focusing on behavioral health and family medicine. A discussion ensued regarding a podcast offered through faculty affairs, which features interviews with leaders and promotes healthy and successful lives.

October is Breast Cancer Awareness Month. Dr. Jennifer Baynosa will be honored at the County Commission meeting on October 7th. On the second Saturday of October, the Walk with a Doc program will focus on breast cancer awareness, and Dr. Lorena Suarez-Kelly will host this event.

A discussion ensued regarding student applications and the breakdown and statistics of connections to Nevada.

FINAL ACTION:

None

ITEM NO. 20 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint Presentation

DISCUSSION:

Mason Van Houweling, UMC CEO, provided the following updates:

- New ASU Entrance is now available for patients and visitors.
- Crisis Stabilization Center: Approval for EMS to transport L2K patients.
- Highlights from the UMC News brochure were provided.
- Nevada Business Magazine Healthcare Heroes Award: Debra Fox, CNO was honored in the Administrator category.
- Magnet surveyors will be on-site November 17 – 19, 2025.
- UMC Infusion Center: Reached 2,000-patient milestone.
- UMC Liver Care Center will be opening in November.
- Medical District Clinic is offering Quick Care same day services for UMC staff.
- Mr. Van Houweling updated the Board on the union issues from the August meeting. The Leadership team met with the Union on September 16th to address concerns from staff. Administration is dedicated to working together with the Union.
- Dr. Fredrick Lippmann will be retiring from UMC in October 1st. Thank you for your service to UMC.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 21 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 for:

Speakers: None

A motion was made by Member Mackay that the Board go into the closed sessions.

FINAL ACTION TAKEN:

At this time, Member Mackay moved to go into the closed session, pursuant to NRS 241.015(4)(c)), as outlined in the agenda. The motion was carried by unanimous vote.

At this time, Member Mackay moved to go into the closed session, pursuant to NRS 450.140(3), as outlined in the agenda. The motion was carried by unanimous vote.

At 3:39 p.m., the Board recessed to go into closed session.

The meeting reconvened in closed session at 3:48 p.m.

SECTION 5: CLOSED SESSION

ITEM NO. 22 Go into closed session, pursuant to NRS 241.015(4)(c), 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)*

ITEM NO. 23 Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

FINAL ACTION:

At the hour of 4:42 p.m., the closed sessions on the above topics ended and the meeting was adjourned.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

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

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the October 2025 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on October 28, 2025; 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 16, 2025 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the October 28, 2025 meeting.

Cleared for Agenda
October 29, 2025

Agenda Item #

4

Date: October 29, 2025

To: Governing Board
From: Credentials Committee
Subject: October 16, 2025 Credentialing Activities

- **NEW BUSINESS:**
- **CREDENTIALS**

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Aget-Torres	Javier	APRN	10/28/2025 - 07/31/2027	Medicine/Psychiatry	Nevada Behavioral Health Systems	CAT 1
2	Alabanza	Edward	APRN	10/28/2025 - 08/31/2027	Medicine/Psychiatry	Desert Psychiatry	CAT 1
3	Bahr	Brigham	D.O.	10/28/2025 - 03/31/2027	General Surgery	UNLV Health	CAT 1
4	Christian	Ana	M.D.	10/28/2025 - 11/30/2026	General Surgery	UNLV Health	CAT 1
5	Flynn	Elissa	PAC	10/28/2025 - 07/31/2027	General Surgery	UNLV Surgery	CAT 1
6	Fritts	Nathan	PAC	10/28/2025 - 04/30/2027	Emergency Medicine	Mike O'Callaghan Military Medical Center (Rotator)	CAT 1
7	Hoying	Sara	PAC	10/28/2025 - 07/31/2027	Radiology	UMC Radiology	CAT 1
8	Iancu	Mihai	M.D.	10/28/2025 - 05/31/2027	Radiology	UMC Radiology	CAT 1
9	Kang	James	M.D.	10/28/2025 - 10/31/2026	Internal Medicine	Mike O'Callaghan Military Medical Center (Rotator)	CAT 1
10	Lam	Helena	M.D.	10/28/2025 - 09/30/2027	Surgery/Ophthalmology	Retina Consultants of Nevada	CAT 1
11	Lu	Tracy	M.D.	10/28/2025 - 04/30/2027	Surgery/Ophthalmology	Retina Consultants of Nevada	CAT 1
12	Mattison	Braden	M.D.	10/28/2025 - 04/30/2027	Orthopaedic Surgery	Hand Surgery Specialists of Nevada	CAT 1
13	Mays	Warren	M.D.	10/28/2025 - 11/30/2026	Radiology	UMC Radiology	CAT 1
14	Parikh	Aniruddah	M.D.	10/28/2025 - 08/31/2027	Surgery/Otolaryngology	UNLV Health	CAT 1
15	Pennington	Donald	D.O.	10/28/2025 - 10/31/2026	Orthopaedic Surgery	Orthopedics & Sports Medicine	CAT 1
16	Sancillo	Rafael	M.D.	10/28/2025 - 10/31/2026	Internal Medicine	Mike O'Callaghan Military Medical Center (Rotator)	CAT 1

17	Smathers	Joseph	D.O.	10/28/2025 - 10/31/2026	Orthopaedic Surgery	Mike O'Callaghan Military Medical Center (Rotator)	CAT 1
18	Snook	Brandon	M.D.	10/28/2025 - 03/31/2027	Surgery/Trauma Surgery	UNLV Health	CAT 1
19	Stanger	Gregory Thomas	M.D.	10/28/2025 - 07/31/2027	Internal Medicine	UMC Hospitalists	CAT 1

B. REAPPOINTMENTS TO STAFF

1	Adrian	Charlene	D.O.	12/01/2025- 11/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Reliant	1
2	Aspacio	Reuel	M.D.	12/01/2025- 11/30/2027	Medicine/Dermato logy	Affiliate Membership and Privileges to Refer and Follow	Summerlin Dermatology	1
3	Awoke	Ginikachukwu	APRN	12/01/2025- 11/30/2027	Ambulatory Care/Primary Care	APP Independent Membership and Privileges	UMC-Centennial Primary Care	1
4	Barrile	Ashley	M.D.	12/01/2025- 11/30/2027	Emergency Medicine/Pediatric Emergency Medicine	Active with Membership and Privileges to Affiliate with Membership and Privileges	UMC Pediatric Emergency Medicine	1
5	Casper	Kevin	M.D.	12/01/2025- 11/30/2027	Radiology	Affiliate Membership and Privileges	UMC Radiology	1
6	Chatham	Walter	M.D.	12/01/2025- 11/30/2027	Medicine/Rheumat ology	Affiliate Membership and Privileges	UNLV Health	1
7	Clegg	Francine	APRN	12/01/2025- 11/30/2027	Emergency Medicine/Adult Emergency Medicine	APP Active Independent Membership and Privileges	UMC Emergency Medicine	1
8	Concio	Conrado	M.D.	12/01/2025- 11/30/2027	Ambulatory Care/Quick Care	Affiliate Membership and Privileges	UMC-Summerlin Quick Care	1
9	Eisen	Andrew	M.D.	12/01/2025- 11/30/2027	Pediatrics	Affiliate Membership and Privileges to Refer and Follow	Valley Health System	1
10	Futoran	Robert	M.D.	12/01/2025- 11/30/2027	Obstetrics and Gynecology	Active with Membership and Privileges to Affiliate with Membership and Privileges	Robert Jay Futoran, MD, PC	1

11	Gandotra	Vishal	M.D.	12/01/2025-11/30/2027	Medicine/Gastroenterology	Affiliate Membership and Privileges	Vishal Gandotra, MD Inc	1
12	George	Veneta	M.D.	12/01/2025-11/30/2027	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia	1
13	Gunny	Dallas	PAC	12/01/2025-11/30/2027	Emergency Medicine/Adult Emergency Medicine	APP Dependent Privileges	UMC Emergency Medicine	1
14	Hansen	Brian	CRNA	12/01/2025-11/30/2027	Anesthesiology	APP Dependent Privileges	UMC Anesthesia	1
15	Hruska	Jerome	D.O.	12/01/2025-11/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Pulmonary Associates	1
16	Jasinto	Melissa	M.D.	12/01/2025-11/30/2027	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center Nevada	1
17	Karanth	Nikhil	M.D.	12/01/2025-11/30/2027	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates	1
18	Kelly	Thomas	M.D.	12/01/2025-11/30/2027	Surgery/Ophthalmology	Active with Membership and Privileges to Affiliate with Membership and Privileges	Silver State Eye Care	1
19	Khan	Nazia	M.D.	12/01/2025-11/30/2027	Medicine/Internal Medicine	Active with Membership and Privileges to Affiliate with Membership and Privileges	UNLV Health	1
20	Kilburn	Jeremy	M.D.	12/01/2025-11/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Active Membership and Privileges	UNLV Medicine	1
21	Kokmeyer	Daniel	M.D.	12/01/2025-11/30/2027	Orthopaedic Surgery/Hand Surgery	Active with Membership and Privileges to Affiliate with Membership and Privileges	Hand Surgery Specialists of Nevada	1
22	Kuhls	Deborah	M.D.	12/01/2025-11/30/2027	Surgery/General Surgery/Trauma Critical Care/Trauma Surgery	Active Membership and Privileges	UNLV Surgery	1
23	Lee	Diana	M.D.	12/01/2025-11/30/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	Platinum Hospitalists	1

24	Lipa	Kevin	APRN	12/01/2025-11/30/2027	Ambulatory Care/Primary Care	APP Active Independent Membership and Privileges to APP Independent Membership and Privileges	UMC-Summerlin Primary Care	1
25	Madsen	William	D.O.	12/01/2025-11/30/2027	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency	Affiliate Membership and Privileges	UMC Emergency Medicine	1
26	Maniago	Rowena Lyn	APRN	12/01/2025-11/30/2027	Medicine/Nephrology	APP Independent Membership and Privileges	NKDHC, PLLC	1
27	Mehdi	Qasim	M.D.	12/01/2025-11/30/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care	1
28	Palone	Tina	APRN	12/01/2025-11/30/2026	Medicine/Internal Medicine/Ambulatory Care	APP Independent Membership and Privileges	UMC Hospitalists	1
29	Rhodes	Charles	M.D.	12/01/2025-11/30/2027	Medicine/Cardiology	Active Membership and Privileges to Refer and Follow	Nevada Heart & Vascular Center	1
30	Ridder	David	M.D.	12/01/2025-11/30/2027	Trauma/Surgery Critical Care/General Surgery	Affiliate Membership and Privileges	Military	1
31	Rosas	Melissa	M.D.	12/01/2025-11/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Affiliate Membership and Privileges	Mike O'Callaghan Military Medical Center	1
32	Sabir	Muhammad	M.D.	12/01/2025-11/30/2027	Medicine/Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care	1
33	Sanghera	Prateek	M.D.	12/01/2025-11/30/2027	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC PLLC	1
34	Sankaran	Sundar	M.D.	12/01/2025-11/30/2027	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC	1
35	Schapiro	Todd	PAC	12/01/2025-11/30/2027	Ambulatory Care/Quick Care	APP Dependent Privileges	UMC-Centennial Quick Care	1
36	Scherr	Rebecca	M.D.	12/01/2025-11/30/2027	Pediatrics	Active Membership and Privileges	UNLV Pediatrics	1
37	Shah	Bijal	M.D.	12/01/2025-11/30/2026	Radiology/Teleradiology	Affiliate Initial FPPE Membership and Privileges	Medicus Healthcare Solutions	1

38	Veeraraghavan	Srivathsa	M.D.	12/01/2025-11/30/2026	Radiology	Affiliate Membership and Privileges	UMC Radiology	1
39	Vidan	Erez	M.D.	11/01/2025-10/31/2027	Radiology	Affiliate Membership and Privileges	Erez Vidan, M.D.	1
40	Whitney	Ryan	M.D.	12/01/2025-11/30/2027	Anesthesiology & Trauma Anesthesia	Active Membership and Privileges to Affiliate Membership and Privileges	OptumCare Anesthesia	1
41	Winn	Kitzy	APRN	12/01/2025-11/30/2027	Surgery/Pediatric Surgery	APP Independent Membership and Privileges	UNLV Health	1
42	Yoo	Ji	M.D.	12/01/2025-11/30/2027	Medicine/Internal Medicine	Active Membership and Privileges to Affiliate Membership and Privileges	UNLV Medicine	1
43	Young	Christian	M.D.	12/01/2025-11/30/2027	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency	Active Membership and Privileges	UMC Emergency Medicine	1

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Awoke	Ginikachukwu	APRN	12/01/2025-11/30/2027	Ambulatory Care/Primary Care	Withdraw Privileges: ** Pediatric Patients ** Anesthesia: Local and Topical ** Incision/Drainage of superficial abscesses ** Suture of simple lacerations
2	Barrile	Ashley	M.D.	12/01/2025-11/30/2027	Emergency Medicine/Pediatric Emergency Medicine	Withdraw Privilege: ** Nitrous Oxide Sedation (Pediatric Emergency DOP)
3	Futoran	Robert	M.D.	12/01/2025-11/30/2027	Obstetrics and Gynecology	Withdraw Privileges: ** Presacral Neurectomy, ** Incision and Drainage of Abdominal or Perineal Abscesses ** Reconstruction, ** Breast Mass, ** Thoracentesis ** Co2 Laser surgery ** Category III OB ** Total Laparoscopic Hysterectomy ** Dilation & Evacuation ** Vulvectomies

						** Intra and Post operative complications
4	Karanth	Nikhil	M.D.	12/01/2025-11/30/2027	Medicine/Gastroenterology	New Privilege: ** Endoscopic Retrograde Cholangiopancreatography (ERCP)
5	Kelly	Thomas	M.D.	12/01/2025-11/30/2027	Surgery/Ophthalmology	Withdraw Privilege: ** Trabeculectomy
6	Khan	Nazia	M.D.	12/01/2025-11/30/2027	Medicine/Internal Medicine	Withdraw Privilege: ** Ambulatory
7	Kilburn	Jeremy	M.D.	12/01/2025-11/30/2027	Medicine/Pulmonary Medicine/Respiratory Care	Withdraw Privilege: ** Endobronchial Ultrasound (EBUS)
8	Kokmeyer	Daniel	M.D.	12/01/2025-11/30/2027	Orthopaedic Surgery/Hand Surgery	New Privilege: ** Arthroscopic Surgery
9	Kuhls	Deborah	M.D.	12/01/2025-11/30/2027	Surgery/General Surgery/Trauma Critical Care/Trauma Surgery	New Privileges: (General Surgery DOP) ** Burn Care ** Amputations (T. Critical Care DOP) ** Management of Intracranial Pressure Monitoring (Trauma Surgery DOP) ** Laparoscopy Withdrawal Privileges: (General Surgery DOP) ** General Laparoscopic Surgery ** Moderate Sedation ** Total Parenteral Nutrition (TPN) (Trauma Surgery DOP) ** Moderate Sedation ** Deep Sedation (T. Critical Care DOP) ** Moderate Sedation ** Deep Sedation ** Advanced Endoscopic Procedures
10	Rhodes	Charles	M.D.	12/01/2025-11/30/2027	Medicine/Cardiology	New Privilege: ** Refer and Follow Withdraw Privileges: ** Internal Medicine ** Cardiology
11	Ridder	David	M.D.	12/01/2025-11/30/2027	Trauma/Surgery Critical Care/General Surgery	New Privileges: (Trauma Critical Care DOP) ** Ultrasonography ** Independent Lung Ventilation (General Surgery DOP) ** Moderate Sedation

12	Whitney	Ryan	M.D.	12/01/2025- 11/30/2027	Anesthesiology & Trauma Anesthesia	Withdraw Department: ** Trauma Anesthesia
----	---------	------	------	---------------------------	---------------------------------------	---

D. MODIFICATION OF PRIVILEGES

1	Adlaon	Ronald	APRN	Ambulatory Care/Quick Care	Modification of Privilege - Withdraw Department: ** Medicine
2	Flores	Janice	APRN	Surgery/General Surgery	Modification of Privilege - Withdraw Department: ** Medicine
3	Johnson	Elijah	M.D.	Surgery/General Surgery	Modification of Privilege - Withdraw Privileges: ** EDG ** Da Vinci Robot ** Advanced Laparoscopic Surgery
4	Nagy	Aurangzeb	M.D.	Neurosurgery	Modification of Privileges - New Privilege: ** Core (Neurosurgery DOP) Withdraw Privilege: ** Refer & Follow
5	Shamloo	Behrooz	M.D.	Medicine/Hematology/Oncology	Modification of Privilege - New Privilege: ** Hematology

E. MODIFICATION OF PRIVILEGE: TEMPORARY PRIVILEGE – PROCTOR

1	Lewis	Jeffrey	M.D.	Surgery/General Surgery/Trauma Surgery	Modification of Privilege - Withdraw Privilege: ** Deep Sedation (Trauma Surgery DOP)
2	Nizamani	Rabia	M.D.	Surgery/General Surgery	Modification of Privileges - Withdraw Privilege: ** Moderate Sedation

F. EXTENSION OF INITIAL FPPE

1	Harris	Megan	PAC	Medicine / Infectious Disease	Extend APP Initial FPPE Privileges through April 2026 due to not being able to provide cases
2	Ibrahim	Amira	M.D.	Medicine/Endocrinology	Extend Initial FPPE Privileges through April 2026 due to not being able to provide cases
3	Loo	Mitchell	D.M.D.	Surgery/Oral Maxillofacial	Extend Initial FPPE Privileges through April 2026 due to not being able to provide cases
4	Miller	Matthew	M.D.	General Surgery	Extend Initial FPPE Privileges through April 2026 due to not being able to provide cases

5	Rodriguez	Juan	APRN	Medicine/Infectious Disease	Extend APP Initial FPPE Privileges through April 2026 due to not being able to provide cases
6	Sina	Maryam	DDS	Pediatric Dentistry	Extend Initial FPPE Privileges through April 2026 due to not being able to provide cases

G. EXTENSION OF FPPE: NEW DEPT/PRIVILEGE

1	Ramesh	Divya	APRN	Trauma/General Surgery	Extend App FPPE Privileges for Central line placement with or without ultrasound // Chest thoracostomy tube placement, maintenance and removal (under Trauma/General Surgery DOP) due to not being able to provide cases
2	San Jose	Joselito Paulo	APRN	Ambulatory Care/Primary Care	Extend APP Initial FPPE Privileges for Initiate treatment plan, order diagnostics tests, laboratory and radiology studies, prescribe medication, therapies and treatments privilege thru April 2026 due to not being able to provide cases

H. COMPLETION OF FPPE: NEW DEPARTMENT/PRIVILEGES

1	Aponte-Pieras	Jose	M.D.	Medicine/Gastroenterology	Completion of FPPE - New Privilege: Small Bowel Endoscopy - Single Balloon Enteroscopy or Double Balloon Enteroscopy
2	Free	Leanne	M.D.	Obstetrics and Gynecology	Completion of FPPE - New Privilege: Category I Obstetric & Gynecologic, Category II Obstetric & Gynecological, Acute Intraoperative Bleeding
3	Powers	Jenifer	M.D.	Orthopaedic Surgery/Orthopaedic Surgery	Completion of FPPE - New Department: Orthopaedic Trauma

I. STATUS CHANGE: INITIAL FPPE

1	Bindu	Shantala	M.D.	Pathology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
2	Crawford	Michelle	APRN	Obstetrics and Gynecology	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Independent Membership and Privileges
3	Farwaha	Rahul	M.D.	Medicine/Internal Medicine/Critical Care Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
4	Fralish	Matthew	M.D.	Medicine/Internal Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges (Rotators do not require FPPE)
5	Hernandez	Juliana	PAC	Neurosurgery	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges

6	Jackson	Dennis	M.D.	Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
7	Kinsey	Taylor	M.D.	Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges (Rotators do not require FPPE)
8	Lall	Alex	M.D.	Surgery/ Vascular Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
9	Ono	Tomoya	PAC	PAC - Medical	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Dependent Privileges
10	Praske	Steven	D.O.	Pulmonary Medicine/Respiratory Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges (Rotators do not require FPPE)
11	Pulma	Joshua	APRN	Family Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Independent Membership and Privileges
12	Shenoy	Kartik	M.D.	Orthopaedic Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges (Rotators do not require FPPE)
13	Taku	Atongane	APRN	Family Medicine	Change in Staff Status - Released from APP Initial FPPE Privileges to APP Independent Membership and Privileges

J. SPONSOR CHANGE

1	Johnson	Jennifer	PAC	Radiology	UMC Radiology
---	---------	----------	-----	-----------	---------------

K. STATUS CHANGE

1	Berry	Keith	M.D.	Surgery/General Surgery	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
2	Blum	Keith	D.O.	Neurosurgery/Trauma	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
3	Burton	Christopher	D.O.	Ambulatory Care/Quick Care	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
4	Chen	Brandon	M.D.	Radiology/Interventional Radiology	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
5	Cook	Albert	M.D.	Radiology/Interventional Radiology	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges

6	Eisert	Annabelle	APRN	Ambulatory Care/Quick Care	Change in Staff Status – APP Independent Membership and Privileges to APP Active Independent with Membership and Privileges
7	Fessler	Laura	APRN	Ambulatory Care/Quick Care	Change in Staff Status – APP Independent Membership and Privileges to APP Active Independent with Membership and Privileges
8	Griffard	Jared	M.D.	Surgery/General Surgery	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
9	Habashy	Jonathan	M.D.	Medicine/Internal Medicine	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
10	Holmes	Madison	APRN	Ambulatory Care/Quick Care	Change in Staff Status – APP Independent Membership and Privileges to APP Active Independent with Membership and Privileges
11	Igtiben	Christopher	M.D.	Medicine/Internal Medicine	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
12	Lippmann	Frederick	M.D.	Ambulatory/Primary Care	Change in Staff Status - Active Membership and Privileges to Honorary
13	Liu	Zheng	M.D.	Ambulatory Care/Quick Care	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
14	Pacumbaba	Mariz	APRN	Ambulatory Care/Quick Care	Change in Staff Status – APP Independent Membership and Privileges to APP Active Independent with Membership and Privileges
15	Pamulapati	Vivek	M.D.	Surgery/General Surgery	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
16	Reyes	Marie Carol	APRN	Ambulatory Care/Quick Care	Change in Staff Status – APP Independent Membership and Privileges to APP Active Independent with Membership and Privileges
17	Ricalde	Tomas	M.D.	Medicine/Internal Medicine	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
18	Ridder	David	M.D.	Surgery/General Surgery	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
19	Rimer	Ryan	M.D.	Radiology/Interventional Radiology	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
20	Roberts	Catherine	M.D.	Radiology	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
21	Roehr	Casey	M.D.	Orthopaedic Surgery/Trauma/Orthopaedics	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges
22	Shah	Ami	M.D.	Emergency Medicine/Pediatric Emergency Medicine	Change in Staff Status - Affiliate with Membership and Privileges to Active with Membership and Privileges

L. LEAVE OF ABSENCE - REQUEST

1	Pinette	William	M.D.	Surgery/General Surgery	UMC Military	Requesting Leave of Absence - Military Deployment Effective 10/01/20/25
---	---------	---------	------	-------------------------	--------------	---

M. RESIGATIONS

1	Al-Nattah	Sanaa	M.D.	Pathology	Hoffman, MD, Associated Chartered	Resignation: Relocation
2	Bancroft	Nicholas	CRNA	Anesthesiology	Office of Military Medicine	Resignation: Military Rotation complete.
3	Bane	Brian	M.D.	Anesthesiology	Office of Military Medicine	Resignation: Military Rotation complete.
4	Bishop	Bradley	M.D.	Anesthesiology	Mike O'Callaghan Military Medical Center	Resignation: Military Rotation complete.
5	Cahan	Benjamin	M.D.	Radiology/Teleradiology	Medicus Healthcare Solutions	Resignation form signed 6/11/25 = Relocating
6	Caraballo	Girah	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Resignation: Military Rotator end date 10/31/2025
7	Cherin	Anthony	M.D.	Pediatrics/Pediatric Critical Care	Locum Tenens	Remove from Staff- Failure to complete Initial FPPE
8	Ching	Wilbert	M.D.	Family Medicine	Platinum Hospitalists	Resignation signed 4/14/25=Privilege to end at 10.31.25
9	De Leon	Emily	PAC	Surgery/General Surgery	Office of Military Medicine	Rotator
10	Fleming	Irma	M.D.	Surgery/General Surgery	Medicus Healthcare Solutions	Resignation: Change in Practice Needs
11	Frias	Jason	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Resignation: Military Rotation complete.
12	Guerra	Horacio	M.D.	Family Medicine	UNLV Health	Resignation: Taking another job with another organization
13	Guimond	Paula	APRN	Ambulatory Care	Southwest Medical Assoc	Resignation
14	Knott	Katherine	CRNA	Anesthesiology	Mike O'Callaghan Military Medical Center	Rotator
15	Loo	Mitchell	D.M.D.	Surgery/oral/Maxillofacial Surgery	Pacific Dental Services	Resignation: Credentialing Fee
16	Mallory	Trena	CRNA	Anesthesiology	UMC Anesthesia	Resignation: Effective 10/31/2025

17	Matheson	Max	PAC	Emergency Medicine	UMC Emergency Medicine	Resignation
18	Merrell	Jason	M.D.	Anesthesiology	United States Air Force	Resignation: Military Rotation complete.
19	Mitchell	Blaine	D.O.	Radiology/Teleradiology	Medicus	Medicus - Not Reappointing
20	Miyinari	Akira	M.D.	Family Medicine	Mike O'Callaghan Military Medical Center	Resignation: Military Rotation complete.
21	O'Connell	Brian	M.D.	Surgery/General Surgery	UNLV Surgery	Resignation: Military Rotator
22	Olson	Carrie	CRNA	Anesthesiology	48 Medical Group/Lakenhealth Air Base	Resignation: Military Rotation complete.
23	Penfil	Richard	M.D.	Radiology/Teleradiology	UMC Radiology	Resignation
24	Petsche	Julie	CRNA	Anesthesiology	48th Medical Group	Resignation: Military Rotation complete.
25	Prabhu	Angeline	M.D.	Medicine/Infectious Disease	Sagebrush Healthcare	Auto Relinquishment of Privileges - No Reappointment Submitted
26	Quintos	Robby Ann	M.D.	Medicine/Internal Medicine	Sound Physicians	Resignation: Did Not Return from Leave of Absence
27	Rajan	Meenakshi	M.D.	Surgery/Plastic Surgery	UNLV Surgery	Resignation: Relocating
28	Ricana	Bryon	APRN	Medicine/Internal Medicine	Platinum Hospitalists	Resignation
29	Rigg	Eric	D.O.	Anesthesiology	Office of Military Medicine	Resignation: Military Rotation complete.
30	Watkins	Bradley	M.D.	Anesthesiology	Mike O'Callaghan Military Medical Center	Resignation: Military Rotation complete.
31	Williams	Ryan	PAC	Orthopaedic Surgery	Desert Orthopaedic Center	Resignation: Effective 10/31/2025

N. ADJOURNMENT

**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 UMC Policies and Procedures Committee’s activities of August 6, 2025, and September 3, 2025, including the recommended creation, revision, and /or retirement of UMC policies and procedures; and take any action deemed appropriate. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on October 6, 2025, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee’s activities of August 6th and September 3rd,2025, 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 29, 2025

Agenda Item #

5

August 6, 2025 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 48 Approved, 2 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Single Patient Chemical/Biological Decontamination Process</u>	New	Approved as Submitted	New policy/guideline created for single patient chemical exposure decontamination. Vetted by ED, Emergency Preparedness and CQPS.
<u>Methemoglobinemia Guideline</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Burn Program Manager, Critical Care Director, ACNO and Burn Medical Director.
<u>2nd Draw for ABO/Rh Confirmation</u>	New	Approved as Submitted	New policy. Vetted by Transfusion Services Supervisor and Laboratory Specialty Manager.
<u>Borrowing/Loaning of Medications</u>	Revised	Approved as Submitted	Added statement that UMC will not lend medication that is subject to a REMS program, such as Soliris. Vetted by Director of Pharmacy.
<u>Nonsterile Compounding</u>	Revised	Approved as Submitted	Updated policy based on new USP <795> requirements. Vetted by Director of Pharmacy.
<u>Adult Pharmacist Anticoagulation Protocol</u>	Revised	Approved as Submitted	Scheduled review. No changes. Vetted by Pharmacy Director.
<u>Intrathecal Preparation</u>	Revised	Approved as Submitted	Scheduled review. No changes. Vetted by Pharmacy Director.
<u>Pharmaceutical Research Studies</u>	Revised	Approved as Submitted	Renamed "dispensing" in the "DRUG DISPENSING" section to "distribution" so that the language aligns with language used in the Clinical Trial Office. Vetted by Director of Pharmacy and Director of Research.
<u>Tubing Connections</u>	Revised	Approved with Revisions	Updated procedure: Tubing /catheter connections and tracings. Vetted by Critical Care and Medical Surgical Clinical Directors.
<u>Post-Transplant Education</u>	Revised	Approved as Submitted	Removed attachments from the body of the policy, approved by Transplant Quality Committee and Medical Director.
<u>The Center for Transplantation Operations</u>	Revised	Approved as Submitted	Added reference (Provision of Care Plan). Reviewed and approved by Transplant Quality Committee & Medical Director.
<u>Transplant - Communication with Candidates, Potential Recipients, Referring Physicians and Dialysis Centers</u>	Revised	Approved as Submitted	Removed letters that are no longer sent, added 30 day Warning Letter and added CMS Reference. Reviewed and approved by Quality Committee and Medical Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Transplant - Donor Call & Organ Acceptance or Refusal</u>	Revised	Approved as Submitted	Donor Call and Pts Admitted to UMC questions were updated to current questions that patient are asked, Organs to be repackaged in the original container and forwarded to NDN for disposal when organ is refused when offered and References. Reviewed and approved by Quality Committee and Medical Director.
<u>Transplant - Multidisciplinary Team</u>	Revised	Approved as Submitted	Removed Organ Transplant Tracking Record (OTTR) because tracking is performed within the "phoenix" portion of EPIC. Updated OPTN Hyperlink. Reviewed and approved by Quality Committee and Medical Director.
<u>Transplant - Patient Notification of CMS Inactivation or Termination</u>	Revised	Approved as Submitted	Added hyperlinks to CMS references of notification and inactivity. Reviewed and approved by Transplant Quality Committee & Medical Director.
<u>Transplant – Social Work Functions for the Recipient and Living Donor</u>	Revised	Approved as Submitted	Added policy statement and CMS Transplant/OPTN references, Reviewed and approved by Transplant Social Worker, Quality Committee & Medical Director.
<u>Transplant - Waitlist Management</u>	Revised	Approved with Revisions	Added references and status 7 HLA requirement. Vetted by Waitlist Coordinator, Quality Committee and Medical Director.
<u>Transplant Center Conditions of Participation and Notification of CMS and UNOS</u>	Revised	Approved as Submitted	Updated hyperlinks. Reviewed and approved by Transplant Quality Committee & Medical Director.
<u>Transplant Program Adverse Events</u>	Revised	Approved as Submitted	Added Reference of OPTN Reporting Safety Events, Added related policies. Reviewed/approved Transplant Quality Committee and Medical Director.
<u>Code STEMI</u>	Revised	Approved as Submitted	Added ACS Signs and Symptoms, Defined STEMI Call Team, Defined Cath Lab hours of Operation/Transportation of STEMI patients. Adjusted ED and IP STEMI Work Flow with Flowcharts. Updated Chest Pain Pathway. Vetted by Cardiac Program Coordinator & Manager, ED Manager, Director, and Medical Directors, Cardiology Director and Medical Director and CC Committee.
<u>Chest Pain Observation Patient Protocol</u>	Revised	Approved as Submitted	Scheduled Review - Added ED Clinical Decision Tool Flow Chart, updated sections to follow ED Clinical Decision Tool, Changed age from 20 to 18 to keep in line with national registry standards for reporting. Vetted by Cardiac Program Coordinator and Collaborative Cardiology Committee.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>GME Closures and Reductions</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>GME Significant Disruptions in Patient Care and Education</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Accommodation for Disabilities</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Discrimination</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Grievances</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Harassment</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Non-Competition</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident Vendor Interactions</u>	New	Approved with Revisions	New policy. Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>PHI Uses and Disclosures in Disasters and Emergencies</u>	New	Approved as Submitted	New policy. Vetted by Compliance & Privacy Officer and Emergency Preparedness Program Coordinator.
<u>Adult Mental Health Screening and Referral for Trauma Patients</u>	Revised	Approved as Submitted	Updated to reflect current practice and to create separate policies for adult and pediatric patients. Vetted by Trauma Program Manager, Pediatric Program Coordinator, Trauma Surgery APRN, Social Services and Psych APRN.
<u>Substance Misuse Screening and Brief Intervention</u>	Revised	Approved as Submitted	Updated to reflect change in screening tool from the modified CRAFFT to CAGE-AID, and "alcohol" changed to "substance". Vetted by Trauma Program Manager, Pediatric Program Coordinator, Trauma Surgery APRN, Social Services and Psych APRN.
<u>Billing and Collections</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Accounting Director and CFO.
<u>Discounts to Patient Accounts Payment Arrangements</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Accounting Director and CFO.
<u>RD (Registered Dietitian) Auth</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Clinical Nutrition Manager and Medical Staff Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Diet Manual 2025 Updates</u>	Revised	Approved as Submitted	Updated 2025 Nutrition Care Manual Across the Continuum of Care. Vetted by Dietary.
<u>Pediatric Diet Manual</u>	Revised	Approved as Submitted	2024 Pediatric Nutrition Care Manual Academy of Food and Nutrition clinical updates are on a rolling basis. Includes updates from August 2023-Dec 2024. Updated and retired education handouts, new obesity medications, updated select conditions, updated cardiac diet, and retired renal replacement therapy. Vetted by Clinical Nutrition Manager and Pediatric Department at the Pediatric June monthly meeting.
<u>Medical Student Resident and/or Fellow Supervision</u>	Revised	Approved as Submitted	Added Section 3C: levels of supervision as outlined in ACGME requirements. Changed "Coordinator" to "Director". Added clarifying language to Section 4B. Vetted by Academic & External Affairs Administrator.
<u>Managing Patient Flow</u>	Revised	Approved as Submitted	Purpose: Changed retard to impede, Situations Affecting Patient Flow: Added # 8. Patient Placement: Post-Anesthesia Care Unit/Cardiac Cath Lab Post Procedure Area- reworded - Will take precedence over routine admissions patients. Priorities are for PACU patients, Critical Care/Intermediate Care/Routine Patient Placement. Removed #4 Routine Admissions as this is not needed. Competency – added /HS/Manager. Closed Criteria: Reworded to define Trauma closure and added reference policy Only the Director of Emergency Services or designee, after reviewing the situation with the Chief Nursing Officer, has the authority to place the Adult and Pediatric Emergency Rooms on Internal Disaster. Trauma Emergency room will stay open or closed based on the Trauma Overload Policy and conferring with the Medical Director for Trauma. Efficiency of patient care and treatment areas in the ED/PACU: Removed - Number of patients held in PACU greater than 4 hours from time determined for admission stable to transfer. Vetted by Director of Patient Placement, ED Director, Vangie Feliciano, Jenn Millet, Elizabeth Erb-Ryan, Lisa Rogge, ACNO and CNO.
<u>Disciplinary Hearing Process</u>	Revised	Approved as Submitted	Changes to align more closely with the CC process. Vetted by Chief HR Officer.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Recruitment and Selection Program</u>	Revised	Approved as Submitted	Modified Section K (3) to require proof of license/certification renewal seven (7) days prior to expiration date. Vetted by Chief HR Officer.
<u>Position Classification and Compensation Plans</u>	Revised	Approved as Submitted	Modified Section G (1) to require proof of license/certification renewal seven (7) days prior to expiration date. Vetted by Chief HR Officer.
<u>Performance Evaluation Program</u>	Revised	Approved as Submitted	Added E – language regarding performance evaluations being finalized without an employee's signature after 30 days. Vetted by Chief HR Officer.
<u>Mini C-arm Usage</u>	New	Approved with Revisions	New policy. Vetted by Director of Imaging Services.
<u>Radiation Safety Program</u>	Revised	Approved as Submitted	Added 1. c. under Procedure. Vetted by Director of Imaging Services.
<u>Imaging Exam Completion and Radiation Protection</u>	Revised	Approved as Submitted	Added "All Technologists are required to wear lead protection and dosimetry badge when doing portables & C-arm exams" under Bedside Portable X-Ray. Vetted by Director of Imaging Services.
<u>Prohibition of Weapons/ Contraband</u>	Revised	Approved with Revisions	Addition to verbiage Bullet added "or personal vehicle" to policy bullet 2.b. Revised verbiage to Procedures bullet 3.b and added verbiage bullet 3.b.i. Vetted by HR and Public Safety.
<u>Workplace Violence</u>	Revised	Approved with Revisions	Minor changes and additions to verbiage under "Policy" UMC Will not tolerate WPV. Minor changes and additions to verbiage under "Monitoring, Evaluation, Internal Reporting, and Investigation"- Bullet 3.a.i added, 3.d added "via UMC intranet, and definition for "Retaliation" added. Vetted by EOC Committee, WPV Committee and Public Safety.

September 3, 2025 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 70 Approved, 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Critical Tests/Critical Results</u>	Revised	Approved as Submitted	Updated Radiology critical results – newly noted imaging findings. Vetted by Imaging Services Director and Dr. Albert Cook.
<u>Travel/Education Authorization and Reimbursement</u>	Revised	Approved as Submitted	Aligned lodging and meal reimbursement with the U.S. General Services Administration Daily Lodging rates and Meals and Incidental Expenses daily rates. Clarified allowable ground transportation reimbursement. Modified the requirement of itemized receipts for meals. Added stipulations regarding grant-funded travel. Other general clean-up and clarification.
<u>Crisis Stabilization Center Check-In Process</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Coordination of Care</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Involuntary Hold</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Least Restrictive Care</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Level of Care Transfer</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Behavioral Health Safety Planning</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Crisis Stabilization Center Screening, Access and Admission to Services</u>	New	Approved as Submitted	New policy. Vetted by CSC multi-disciplinary P/P working group.
<u>Policy, Procedures, Protocols and Guideline Management</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by CQPS.
<u>Abbreviations: Non Approved</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by CQPS.
<u>Patient Attendant Utilization</u>	Revised	Approved as Submitted	Added sitter stratification tool language; clarified that PA can assist with patient needs.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Vetted by Clinical Director of Medical Surgical Services.
<u>Pediatric Mental Health Screening and Referral for Trauma Patients</u>	Revised	Approved as Submitted	Updated to reflect current screening tool and separate from original policy to in order to create pediatric specific policy. Vetted by Trauma Program Manager and Pediatric Department.
<u>Mpox</u>	Revised	Approved as Submitted	Updated to reflect current screening tool and separate from original policy to in order to create pediatric specific policy. Vetted by Trauma Program Manager and Pediatric Department.
<u>Toy Cleaning</u>	Revised	Approved as Submitted	Scheduled review; no significant changes. Vetted by Director of Infection Prevention/Control, Medical Director Inpatient & Outpatient Infectious Disease Services and CQPS.
<u>Covid-19</u>	Revised	Approved as Submitted	Updated to new CDC guidelines; removed pandemic guidelines and protocols. Vetted by Director of Infection Prevention/Control and CQPS.
<u>Patient Exposure</u>	Revised	Approved as Submitted	3 year review; Minimal content changes, mostly grammar and formatting; removed clause about policy decreasing anxiety. Vetted by Director of Infection Prevention & Control, Medical Director Inpatient & Outpatient Infectious Disease Services and CQPS.
<u>Life Safety/ Means of Egress</u>	Revised	Approved as Submitted	Update to policy to include DNV language. Vetted by EOC Committee.
<u>Minimizing Risk with Hazardous Gases and Vapors</u>	Revised	Approved as Submitted	Minor grammatical changes and review of chemicals by department. Vetted by Safety Manager/EOC Committee.
<u>Location, Selection, Installation, Maintenance, and Testing of Emergency Eyewash and Shower Equipment</u>	Revised	Approved as Submitted	Rewrite to simplify policy, updated formatting, added new assessment and standardized eyewash log. Vetted by EOC Committee.
<u>Monitoring Levels of Hazardous Gas and Vapors</u>	Revised	Approved as Submitted	Rewrite of policy to discuss environmental testing and employee monitoring for hazardous gases and vapors, with definitions. Vetted by EOC Committee.
<u>Hazardous Materials and Waste Risk Management</u>	Revised	Approved as Submitted	Added an "accumulation" portion to the policy to highlight changes in regulatory standards and minor grammatical changes. Vetted by EOC Committee.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Orthopedic DME in Outpatient Clinics</u>	New	Approved as Submitted	Create new policy to align with appropriate ordering, processing and management of durable medical equipment (DME).
<u>Code Large Vessel Occlusion (LVO) Pathway for ED and Inpatients</u>	New	Approved as Submitted	Initial implementation. Vetted by Stroke Committee, Stroke Program Coordinator, and Stroke Program Medical Director.
<u>Intake & Output, Recording of, for Pediatric Patients</u>	Revised	Approved with Revisions	Scheduled review, minor changes to Formula name and doses. Vetted by Pediatric Clinical Manager, PICU, Maternal Child Director and ACNO as well as Registered Dietician.
<u>Non-Invasive Therapeutic Hypothermia in the Pediatric Population</u>	Revised	Approved with Revisions	Scheduled review, no changes. Vetted by PICU Clinical Manager, Maternal Child Services Director and ACNO.
<u>Hospital Liability/Proceeds Liens</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Patient Accounting Director and CFO.
<u>Respiratory Lab - Electronic Health Record Computer Downtime</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Assignment of Designees for Delegated Functions</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Blood Gas Data Transmission</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Blood Gas Laboratory Supplies</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – CAP Terms of Accreditation</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Analyzers</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Interference Substance – Blood Gas Samples</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Laboratory Director Responsibilities and Qualifications</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Laboratory Shift Responsibilities</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Instrument Maintenance and Problem Log</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Laboratory Environment of Care</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Respiratory Lab – Comparison Studies (Correlating Analytes)</u>	Revised	Approved as Submitted	Reviewed. Verbiage added to include military members operating under agreement between DPBH and UMC. Adheres to CAP standards. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Reports and Reporting Blood Gas Critical Values</u>	Revised	Approved as Submitted	Reviewed. Verbiage added to include that results are RBAV. Adheres to CAP standards. Vetted by Respiratory Services Director.
<u>Respiratory Lab – tHB Calibration</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Tubing STAT Blood Gas Samples</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Blood Gas Analysis</u>	Revised	Approved as Submitted	Reviewed, updated to include military personnel covered under Compliance agreement between DPBH and UMC. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Analyzer Troubleshooting</u>	Revised	Approved as Submitted	Reviewed, Updated to include military personnel covered under Compliance agreement between DPBH and UMC. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Data Management System</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Blood Gas Laboratory Practices</u>	Revised	Approved as Submitted	Reviewed, added verbiage to include RBAV in critical result documentation. Adheres to CAP standards. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Sampling</u>	Revised	Approved with Revisions	Reviewed, verbiage added to include military members operating under agreement between DPBH and UMC, verbiage added to include RBAV in critical result notification. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Blood Gas Reports</u>	Revised	Approved as Submitted	Updated to include RBAV in all areas and include military personnel covered under Compliance agreement between DPBH and UMC. Vetted by Respiratory Services Director.
<u>Respiratory Lab - Limitations ABG</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Linearity</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Prevention/Recognition of Clerical & Analytical Errors and Critical Values</u>	Revised	Approved as Submitted	Reviewed, Updated to include military personnel covered under the Compliance agreement between DPBH and UMC. Vetted by Respiratory Services Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Respiratory Lab – Proficiency Testing</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Quality Controls for ABG Machines</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Bedside Spirometry</u>	Revised	Approved as Submitted	Reviewed, verbiage changed from sterile filters and nose clips to new to reflect current equipment in use. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Portable Pulse Oximetry</u>	Revised	Approved as Submitted	Reviewed, updated to include military personnel covered under Compliance agreement between DPBH and UMC. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Running COHb Samples for the Clark County Coroner’s Office</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Lab – SvO2 Sampling for Monitor Calibration</u>	Revised	Approved as Submitted	Reviewed, added verbiage to include RBAV in critical result documentation. Vetted by Respiratory Services Director.
<u>Respiratory – Organizational Chart</u>	Revised	Approved as Submitted	Reviewed, updated organizational chart. Vetted by Respiratory Services Director.
<u>Respiratory – NICU/PICU – Oxygen Management for the Prevention of ROP</u>	Revised	Approved as Submitted	Reviewed. Updated to include an order for oxygen delivery is required, plus a titration order is required. Updated to include ideal oxygen saturations between 88-92% per Dr. Banfro. No other changes. Reviewed by NICU Medical Director updated desired target saturations per request.
<u>Accompanying Outpatient Pediatric Patients with Artificial Airways</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Respiratory Helium/Oxygen (Heliox) Delivery</u>	Revised	Approved as Submitted	Reviewed. Removed old references dating back more than 15 years. Updated to reflect Lippincott procedures. Updated to reflect the Heliox concentration used at UMC. No additional updates required. Reflects current practice. Vetted by Respiratory Services Director.
<u>Respiratory – Personnel Orientation and Annual Competency Review</u>	Revised	Approved as Submitted	Reviewed. Updated to include language around certifications and credentials specific to job description for classification. No additional changes required. Vetted by Respiratory Services Director.
<u>Respiratory – Staffing Contingency Plan</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Respiratory – Uninterrupted Power Supply (UPS) Onguard M1145</u>	Revised	Approved as Submitted	Reviewed, no changes required. Vetted by Respiratory Services Director.
<u>Spontaneous Breathing Trial (SBT) and Mechanical Ventilator Weaning</u>	Revised	Approved as Submitted	Reviewed. Reflects current practice. Added updated Lippincott Procedure link. No additional changes. Vetted by Respiratory Services Director.
<u>Workforce Sanctions for Controlled Substance Act Violations</u>	New	Approved as Submitted	New policy. Vetted by Director of Pharmacy.
<u>Standards of Basic Nursing Care-Intermediate Care (IMC)</u>	Revised	Approved as Submitted	Updated reassessment frequency, clinical alarm management, Change of Hemodynamic monitoring to not limit invasive. Updated tables. Aligned standards with national critical care standards. Vetted by Director of Critical Care Services.
<u>Resident Vacation and Leaves of Absence</u>	New	Approved as Submitted	New Policy, Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Resident and Fellow Recruitment, Eligibility, Selection and Appointment</u>	New	Approved as Submitted	New Policy, Vetted by Academic Affiliation Analyst and Academic and External Affairs Administrator.
<u>Spoken and Sign Language Interpreter/Translation</u>	Revised	Approved as Submitted	Updated to be congruent with EPIC regarding documentation of interpreter ID numbers. Vetted by CQPS.

**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. #
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 at its July 22, 2025 meeting; and take any action 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 July 22, 2025, 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 29, 2025

Agenda Item #

6

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

Bylaws Citation	Rationale	Bylaws Citation
Part I: Governance		
2.6 . Medical Staff Members Responsibilities 2.6.15 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any question found on the initial application or reappointment forms; 2.6.16 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any arrest, charge, indictment, conviction or guilty plea/no contest plea, felony, or to any misdemeanor involving (i) controlled substance; (ii) illegal drugs; (iii) alcohol; (iv) Medicare, Medicaid or insurance or health care fraud or abuse; (v) violence against another; or (vi) incident related to the practice of a health care profession and/or the safety of patients and staff; even if not yet excluded, debarred or otherwise declared ineligible.	Specifies the time period of providing specific information to the Hospital to 10 business days	Part I, Section 2.6
Section 3. Categories of the Medical Staff 3.1 The Active Category 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) calendar days.	Adding specific timeframe for consistency	Part I, Sections, 3.1 and 3.2.1

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

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) calendar days.		
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), Medical Director of Infectious Disease, the Dean of the School of Medicine, and the Director of the Office of Military Medicine.	DNV requires the Medical Director of Infectious Disease to be a Member of the MEC	Part I, Section 6.2.1

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

Part II: Investigations, Corrective Actions, Hearing and Appeal Plan		
Section 3. Corrective Action		
3.1 Automatic Relinquishment/Administrative Suspension/Voluntary Resignation		
It shall be the responsibility of each practitioner to report immediately within ten (10) business days 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. In addition, further corrective action may be recommended in accordance with these Bylaws whenever any of the following triggering circumstances occur:	Specify reporting timeframe to 10 business days related to investigations, complaints, arrests or charge that may result in any of the triggering circumstances.	Part II, Section 3.1
3.1.4 Medical record completion requirements: A 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 Documentation policy. This 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 suspended privileges will be automatically restored upon completion of the medical records and compliance with medical records policies. If the administrative suspension exceeds ninety (90) calendar days the practitioner shall be deemed to have voluntarily resigned Medical Staff membership and clinical privileges.	If a Practitioner has been administratively suspended due to failure to complete medical record requirements that exceeds 90 calendar days, the practitioner shall be deemed to have voluntarily resigned Medical/Dental Staff membership and clinical privileges.	Part II, Section 3.1.4
3.1.7 Felony or specific misdemeanor conviction: A practitioner who has been convicted of or entered a plea of "guilty" (including a "blind plea"), or "no contest" ("nolo contendere") or an "Alford plea" its equivalent to a (i) a felony or (ii) any	Adding "specific misdemeanor" conviction as a reason	Section 3.1.7

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

misdemeanor relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including, but not limited to, 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.	for automatic relinquishment of Medical Staff membership & privileges	
3.1.14 CHANGES IN MEDICAL STAFF MEMBERSHIP AND/OR PRIVILEGES: It is the responsibility of the practitioner to notify the Chief of Staff within ten (10) business days when membership and/or privileges in any health care facility or institution have been revoked, limited in any way, or if proceedings have been initiated to revoke or limit membership and/or privileges in any way.	Specifies the timeframe for reporting related to issues with membership in other healthcare facilities	Section 3.1.14
Part III: Credentials Procedures Manual		
Section 2. Qualifications for Membership and/or Privileges 2.2.4 Have a record that shows the applicant has never been convicted of, or entered a plea of “guilty” (including a “blind plea”), or “no contest” (“nolo contendere”), or an “Alford plea” to, any (i) a felony, or (ii) any misdemeanor relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including, but not limited to physical, sexual, child or elder) in any jurisdiction regardless of whether such conviction or plea has been appealed;	Expanded definition of pleas, clarified scope of disqualifying offenses, strengthened language related to conviction and appeals making it clear that pending appeals do not exempt applicants	Part III: Section 2.2.4
2.2.19 If a practitioner has ever voluntarily surrendered their clinical privileges while under investigation or to avoid an investigation related to their professional competence or conduct, they must submit all documentation, findings, and results related to the circumstances. Failure to provide the requested information will result in their file being incomplete and not meeting the application criteria.	Allowing the hospital to obtain information regarding issues related to the applicant; non-compliance may result to an incomplete application	Section 2.2.19

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

Section 4. Reappointment Information Collection and Verification 4.2.1 From appointee: On or before four (4) six (6) 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) ninety (90) calendar days prior to this date the practitioner must return the following to the Medical Staff office	change the time frame of reappointment information collection and verification The MSO will send out the Reappointment Application 6 months prior to the date of expiration; at least 90 days prior to this date, the practitioner must return the completed application	Section 4.2.1
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;	APP Evaluation is no longer required	Section 4.4.1
Part I Medical & Dental Staff Rules/Regulations		
2.2.2 Unassigned Call Service 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 outpatient follow-up evaluation within seven (7) calendar days, for the patient following the Emergency Department	Delineate appropriate follow-up which is outpatient	Section 2.2.2

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

visit, regardless of the patient's ability to pay.		
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. The A physician who performed the procedure must personally or have his/her covering physician evaluate the patient on postoperative day #1 and complete or attest to 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/attestation of a progress note. All progress notes must document the reason for continued hospitalization.	Delineates who and when patients need to be evaluated after a procedure	Section 3.1.1
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 (excluding APPs providing palliative care services) 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 twenty-four (24) hours, unless the attending physician documents their own note.	Excludes APPs providing palliative care	Section 3.7.2
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		Section 3.11

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

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.		
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;	Part I Section 2.6.8 no longer exists	3.19.1
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 documentation 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:	Streamline the consultation process	Section 4.5.1

Summary of Material Proposed Bylaws/Rules & Regulations Amendments
MEC 7/22/2025

a. the urgency of the consultation will be 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) and is within 24 hours of the request. 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 primary attending, resident, or fellow on the service.		
4.5.3 Notice. Consultants should will not order consultations with other specialties without informing the attending physician unless the need is urgent/emergent.		Section 4.5.3
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) calendar days of the supervisory agreement with an osteopathic physician.	Specifies the timeframe of in person supervision of PAs	Section 4.10.1

MEMORANDUM

MEDICAL STAFF SERVICES

SUBJECT: Summary of University Medical Center of Southern Nevada Medical and Dental Staff Bylaws & Medical and Dental Staff Rules and Regulation Revisions

DATE: April 18, 2025 **UPDATE:** July 8, 2025

Part I: Governance

2.6 Medical Staff Members Responsibilities

- 2.6.15 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any question found on the initial application or reappointment forms;
- 2.6.16 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any arrest, charge, indictment, conviction or guilty plea/no contest plea, felony, or to any misdemeanor involving (i) controlled substance; (ii) illegal drugs; (iii) alcohol; (iv) Medicare, Medicaid or insurance or health care fraud or abuse; (v) violence against another; or (vi) incident related to the practice of a health care profession and/or the safety of patients and staff; even if not yet excluded, debarred or otherwise declared ineligible.

Section 3. Categories of the Medical Staff

3.1 The Active Category

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) calendar days.

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) calendar days.

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), Medical Director of Infectious Disease, 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

It shall be the responsibility of each practitioner to report ~~immediately~~ within ten (10) business days 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. 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 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~~ Documentation policy. This 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 suspended privileges will be automatically restored upon completion of the medical records and compliance with medical records policies. ~~If the administrative suspension exceeds ninety (90) calendar days the practitioner shall be deemed to have voluntarily resigned Medical Staff membership and clinical privileges.~~
- 3.1.7 Felony ~~or specific misdemeanor~~ conviction: A practitioner who has been convicted of or entered a plea of "guilty" (including a "blind plea"), ~~or~~ "no contest" ("nolo contendere") or an "Alford plea" ~~its equivalent to a~~ (i) a felony ~~or (ii) any misdemeanor~~ relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including, but not limited to, 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.
- 3.1.14 **CHANGES IN MEDICAL STAFF MEMBERSHIP AND/OR PRIVILEGES:** It is the responsibility of the practitioner to notify the Chief of Staff within ten (10) business days when membership and/or privileges in any health care facility or institution have been revoked, limited in any way, or if proceedings have been initiated to revoke or limit membership and/or privileges in any way.

Part III: Credentials Procedures Manual

Section 2. Qualifications for Membership and/or Privileges

- 2.2.4 Have a record that shows the applicant has never been convicted of, or entered a plea of "guilty" (including a "blind plea"), ~~or~~ "no contest" ("nolo contendere"), or an "Alford plea" to, ~~any~~ (i) a felony, or (ii) any misdemeanor relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including, but not limited to physical, sexual, child or elder) in any jurisdiction regardless of whether such conviction or plea has been appealed;
- 2.2.19 If a practitioner has ever voluntarily surrendered their clinical privileges while under investigation or to avoid an investigation related to their professional competence or conduct, they must submit all documentation, findings, and results related to the circumstances. Failure to provide the requested information will result in their file being incomplete and not meeting the application criteria.

Section 4. Reappointment

Information Collection and Verification

- 4.2.1 From appointee: On or before ~~four (4)~~ **six (6) 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)~~ **ninety (90)** calendar days prior to this date the practitioner must return the following to the Medical Staff office
- 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;~~

University Medical Center of Southern Nevada Medical and Dental Staff Rules and Regulations

Part I. Medical and Dental Staff Rules & Regulations

2.2.2 Unassigned Call Service

- 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 **outpatient** follow-up evaluation **within seven (7) calendar days**, for the patient following the Emergency Department visit, regardless of the patient's ability to pay.

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. ~~The A~~ **the physician who performed the procedure must personally or have his/her covering physician evaluate the patient on postoperative day #1 and complete or attest to 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/**attestation** 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 (**excluding APPs providing palliative care services**) 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 twenty-four (24) hours, unless the attending physician documents their own note.

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.

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;

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~~ ~~documentation~~ 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:

- b. the urgency of the consultation ~~will be 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~~ and is within 24 hours of the request.

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 ~~primary attending, resident, or fellow on the service~~ ~~primary attending~~.

4.5.3 Notice. Consultants ~~should~~ ~~will~~ not order consultations with other specialties without informing the attending physician unless the need is urgent/emergent.

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) ~~calendar~~ days of the supervisory agreement with an osteopathic physician.

University Medical Center of Southern Nevada
Medical and Dental Staff Bylaws
&
Medical and Dental Staff Rules and Regulations

<u>MEDICAL AND DENTAL STAFF BYLAWS</u>		<u>MEDICAL AND DENTAL STAFF RULES AND REGULATIONS</u>	
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
Governing Board	July 26, 2023	Governing Board	July 26 , 2023
Board of Hospital Trustees	August 15, 2023	Board of Hospital Trustees	August 15, 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
Revised On:	Date	Revised On:	Date
Medical Executive Committee	September 24, 2024	Medical Executive Committee	September 24, 2024
Governing Board	October 30, 2024	Governing Board	October 30, 2024
Board of Hospital Trustees	November 19, 2024	Board of Hospital Trustees	November 19, 2024
Revised On:	Date	Revised On:	Date
Medical Executive Committee	July 22, 2025	Medical Executive Committee	July 22, 2025
Governing Board		Governing Board	
Board of Hospital Trustees		Board of Hospital Trustees	

Table of Contents

UMC MEDICAL STAFF AND DENTAL BYLAWS:

PART I: GOVERNANCE

Section 1.	Medical Staff Purpose and Authority	1
Section 2.	Medical Staff Membership	2
Section 3.	Categories of the Medical Staff	7
Section 4.	Officers of the Medical Staff and MEC At-Large members	11
Section 5.	Medical Staff Organization	15
Section 6.	Committees	18
Section 7.	Medical Staff Meetings	20
Section 8.	Conflict Resolution	23
Section 9.	Review, Revision, Adoption, and Amendment	24

PART II: INVESTIGATIONS, CORRECTIVE ACTIONS, HEARING AND APPEAL PLAN

Section 1.	Collegial, Educational, and/or Informal Proceedings	1
Section 2.	Investigations	2
Section 3.	Corrective Action	4
Section 4.	Initiation and Notice of Hearing	9
Section 5.	Hearing Panel and Presiding Officer or Hearing Officer	13
Section 6.	Pre-Hearing and Hearing Procedure	15
Section 7.	Appeal to the Hospital Board	19

PART III: CREDENTIALS PROCEDURES MANUAL

Section 1.	Medical Staff Credentials Committee	1
Section 2.	Qualifications for Membership and/or Privileges	3
Section 3.	Initial Appointment Procedure	5
Section 4.	Reappointment	15
Section 5.	Clinical Privileges	18
Section 6.	Clinical Competency Evaluation	24
Section 7.	Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies	25
Section 8.	Leave of Absence	27
Section 9.	Practitioners Providing Contracted Services	28
Section 10.	Medical Administrative Officers	29

UMC MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

Section 1.	Introduction	1
Section 2.	Admission and Discharge	2
Section 3.	Medical Records	7
Section 4.	Standards of Practice	17
Section 5.	Patient Rights	25
Section 6.	Surgical Care	26
Section 7.	Rules of Conduct	27
Section 8.	Department Specific Rules and Regulations	28

PART II: ORGANIZATION AND FUNCTIONS MANUAL

Section 1.	Organization and Functions of the Staff	1
Section 2.	Medical Staff Committees	9
Section 3.	Confidentiality, Immunity, Releases, and Conflict of Interest	16

University Medical Center of Southern Nevada
Medical and Dental Staff Bylaws

UMC MEDICAL STAFF AND DENTAL BYLAWS:

PART I: GOVERNANCE

Section 1.	Medical Staff Purpose and Authority	1
Section 2.	Medical Staff Membership	2
Section 3.	Categories of the Medical Staff	6
Section 4.	Officers of the Medical Staff and MEC At-Large members	10
Section 5.	Medical Staff Organization	14
Section 6.	Committees	17
Section 7.	Medical Staff Meetings	19
Section 8.	Conflict Resolution	22
Section 9.	Review, Revision, Adoption, and Amendment	23

PART II: INVESTIGATIONS, CORRECTIVE ACTIONS, HEARING AND APPEAL PLAN

Section 1.	Collegial, Educational, and/or Informal Proceedings	1
Section 2.	Investigations	2
Section 3.	Corrective Action	4
Section 4.	Initiation and Notice of Hearing	9
Section 5.	Hearing Panel and Presiding Officer or Hearing Officer	13
Section 6.	Pre-Hearing and Hearing Procedure	15
Section 7.	Appeal to the Hospital Board	19

PART III: CREDENTIALS PROCEDURES MANUAL

Section 1.	Medical Staff Credentials Committee	1
Section 2.	Qualifications for Membership and/or Privileges	3
Section 3.	Initial Appointment Procedure	5
Section 4.	Reappointment	15
Section 5.	Clinical Privileges	18
Section 6.	Clinical Competency Evaluation	24
Section 7.	Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies	25
Section 8.	Leave of Absence	27
Section 9.	Practitioners Providing Contracted Services	28
Section 10.	Medical Administrative Officers	29

MEDICAL AND DENTAL STAFF BYLAWS

Part I: Governance

Part I: Governance – Table of Contents

Section 1.	Medical Staff Purpose and Authority	1
Section 2.	Medical Staff Membership	2
Section 3.	Categories of the Medical Staff	6
Section 4.	Officers of the Medical Staff and MEC At-Large members	10
Section 5.	Medical Staff Organization	14
Section 6.	Committees	17
Section 7.	Medical Staff Meetings	19
Section 8.	Conflict Resolution	22
Section 9.	Review, Revision, Adoption, and Amendment	23

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.

Section 2. Medical Staff Membership

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.
- 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.
- 2.6.10 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.
- 2.6.11 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.

- 2.6.12 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.
- 2.6.13 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.
- 2.6.15 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any question found on the initial application or reappointment forms;
- 2.6.16 Each practitioner will provide with or without request, new and updated information to the Hospital no more than ten (10) business days after it occurs, pertinent to any arrest, charge, indictment, conviction or guilty plea/no contest plea, felony, or to any misdemeanor involving (i) controlled substance; (ii) illegal drugs; (iii) alcohol; (iv) Medicare, Medicaid or insurance or health care fraud or abuse; (v) violence against another; or (vi) incident related to the practice of a health care profession and/or the safety of patients and staff; even if not yet excluded, debarred or otherwise declared ineligible.

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.

Section 3. Categories of the Medical Staff

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) calendar 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;
- b. 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) calendar 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.
- c. 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;
 - j. 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
 - l. 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.

Section 5. Medical Staff Organization

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 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. 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
- 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 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.

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;

- i. 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;
- k. 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;
- l. 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.

Section 6. Committees

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), Medical Director of Infectious Disease, 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;
- d. 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;
 - l. 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.

Section 7. Medical Staff Meetings

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: 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 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.

Section 8. Conflict Resolution

8.1 Conflict Resolution

- 8.1.1 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.

Section 9. Review, Revision, Adoption, and Amendment

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

Section 1.	Collegial, Educational, and/or Informal Proceedings	1
Section 2.	Investigations	2
Section 3.	Corrective Action	4
Section 4.	Initiation and Notice of Hearing	9
Section 5.	Hearing Panel and Presiding Officer or Hearing Officer	13
Section 6.	Pre-Hearing and Hearing Procedure	15
Section 7.	Appeal to the Hospital Board	19

Section 1. Collegial, Educational, and/or Informal Proceedings

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;
- b. 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.

Section 2. Investigations

2.1 Initiation

A request for an investigation must be submitted in writing by a Medical Staff officer, committee chair, Department Chief, CEO, 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.

Section 3. Corrective Action

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** within ten (10) business days 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. 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'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 Documentation policy. This 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 suspended privileges will be automatically restored upon completion of the medical records and compliance with medical records policies. If the administrative suspension exceeds ninety (90) calendar days the practitioner shall be deemed to have voluntarily resigned Medical Staff membership and clinical privileges.

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. 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 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 failure to promptly pay Medical Staff dues or any fees or assessments. If the practitioner does not remit such payments within thirty (30) calendar days after written warning of the delinquency, the practitioner will be deemed to have voluntarily resigned their UMC Medical Staff membership and clinical privileges.

- 3.1.7 **Felony or specific misdemeanor conviction:** A practitioner who has been convicted of or entered a plea of “guilty”(including a blind plea) “no contest” (“nolo contendere”) or an “Alford plea” to (i) felony or (ii) any misdemeanor relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including but not limited to 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 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 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 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.
- 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.
- 3.1.11 **Failure to Meet UMC Vaccination Requirements:** Unless approved for a medical or religious exemption from such requirement, 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. If the practitioner fails to submit proof of compliance with UMC hospital vaccination policies within thirty (30) calendar days of notice of the administrative suspension, the practitioner will be deemed to have voluntarily resigned the 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 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. A practitioner’s continued failure to execute the requested release of information or provide the requested documents within thirty (30) calendar days of notice of the administrative suspension shall be deemed a voluntary resignation of the practitioner’s Medical Staff membership and clinical privileges.

3.1.13 **MEC Deliberation:** In the event of an automatic relinquishment, administrative suspension, or voluntary resignation, the MEC, in its sole discretion, may convene to review and consider the facts related to the action. The MEC may decline to take any further action or may recommend such further corrective action as it deems appropriate following the procedures generally set forth in these Bylaws.

3.1.14 **CHANGES IN MEDICAL STAFF MEMBERSHIP AND/OR PRIVILEGES:** It is the responsibility of the practitioner to notify the Chief of Staff within ten (10) business days when membership and/or privileges in any health care facility or institution have been revoked, limited in any way, or if proceedings have been initiated to revoke or limit membership and/or privileges in any way.

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.

Section 4. Initiation and Notice of Hearing

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;
- l. 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;
- n. 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 standards on focused professional practice evaluation required by an applicable CMS approved accrediting organization;
- 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 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

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 (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. 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 5. Hearing Panel and Presiding Officer or Hearing Officer

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.

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.

6.1.2 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 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.

6.1.4 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.

6.2 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 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. 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. 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.

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.

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 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 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.

7.2 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 an Appellate Review Panel 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. 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 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 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 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 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, the Appellate Review Panel shall recommend final action to the Board.
- d. When the Board is not serving as the Appellate Review Panel, the Board shall affirm, modify, or reverse the recommendation of the Appellate 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.

7.5 Final Decision of the Hospital Board

Within thirty (30) calendar days after receiving the 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

MEDICAL AND DENTAL STAFF BYLAWS

Part III: Credentials Procedures Manual

Part III: Credentials Procedures Manual – Table of Contents

Section 1.	Medical Staff Credentials Committee	1
Section 2.	Qualifications for Membership and/or Privileges	3
Section 3.	Initial Appointment Procedure	5
Section 4.	Reappointment	15
Section 5.	Clinical Privileges	18
Section 6.	Clinical Competency Evaluation	24
Section 7.	Reapplication after Modifications of Membership Status or Privileges and Exhaustion of Remedies	25
Section 8.	Leave of Absence	27
Section 9.	Practitioners Providing Contracted Services	28
Section 10.	Medical Administrative Officers	29

Section 1. Medical Staff Credentials Committee

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.

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. 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.

Section 2. Qualifications for Membership and/or Privileges

- 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 unrestricted state or federal license as a practitioner, applicable to his or her profession, and providing permission to practice within the state of Nevada;
 - 2.2.3** 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” (including a “blind plea”) “no contest” (“nolo contendere”), or an Alford plea” to, (i) felony, or (ii) any misdemeanor relating to controlled substances, illegal drugs, insurance or health care fraud or abuse, violence (domestic or otherwise), assault, battery, or abuse (including but not limited to physical, sexual, child or elder) in any jurisdiction regardless of whether such conviction or plea has been appealed;
 - 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 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 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;
- 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;

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.

- 2.2.19 If a practitioner has ever voluntarily surrendered their clinical privileges while under investigation or to avoid an investigation related to their professional competence or conduct, they must submit all documentation, findings, and results related to the circumstances. Failure to provide the requested information will result in their file being incomplete and not meeting the application criteria.

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.

Section 3. Initial Appointment Procedure

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;
- c. 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. Verification of current, active professional liability coverage with limits of at least \$1,000,000/\$3,000,000 and verification of claims history. If there are no claims, suits, 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.
- l. 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. 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);

- 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 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);
- o. Signed conflict of interest statement;
- p. 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. 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);
- r. Relevant practitioner-specific data as compared to aggregate data, when available;
- s. Nevada State Collaborative Agreement, when applicable;
- t. Completed Permit List signed by Supervising /Collaborating Physician, when applicable; and
- 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, 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:
- a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments. 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;
 - b. Verification of the applicant's past applicable clinical work experience for at least the past five (5) years;
 - 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;
 - d. Information from the AMA or AOA Physician Profile;
 - e. OIG list of Excluded Individuals/Entities;
 - f. Information from the National Commission on Certification of Physician Assistants, when applicable;
 - g. Information from professional training programs including residency and fellowship programs;
 - 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;
 - i. Other information about adverse credentialing and privileging decisions;

- 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;
- k. Information from a criminal background check, as applicable; and
- l. Information from any other sources relevant to the qualifications of the applicant to serve on the Medical Staff and/or hold privileges.

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.

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. 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.

- 3.2.6 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.
- 3.2.7 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
- 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 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

3.5 Application Evaluation

3.5.1 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;
- i. 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;
- l. 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.

3.5.2 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.

3.5.3 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.

3.5.4 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;
- 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.

3.5.5 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).

3.5.6 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).

- 3.5.7 **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.
- 3.5.8 **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.

Section 4. Reappointment

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)~~ six (6) 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)~~ ninety (90) 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.

By signing the reapplication form the appointee agrees to the same terms as identified in Section 3.2 above. 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.

- 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;
- b. 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 unrestricted 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;
 - l. 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. 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;
- b. As applicable, Nevada State Supervision Agreement (Physician Assistant);
- c. As applicable, Certified Registered Nurse Anesthetists Statement of Sponsor;
- d. As applicable, current certification from the National Commission on Certification of Physician Assistants;

Section 5. Clinical Privileges

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; or
- 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:
 - i. 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:

- a. The hospital fully privileges and credentials the practitioner; or

5.12 The hospital privileges practitioners using credentialing information from the distant site if the distant site is an appropriately accredited hospital or telemedicine entity. 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.

Section 6. Clinical Competency Evaluation

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.

Section 8. Leave of Absence

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

University Medical Center of Southern Nevada
Medical and Dental Staff Rules and Regulations

Table of Contents

Part I: Medical and Dental Staff Rules and Regulations

Section 1.	Introduction	1
Section 2.	Admission and Discharge	2
Section 3.	Medical Records	7
Section 4.	Standards of Practice	17
Section 5.	Patient Rights	25
Section 6.	Surgical Care	26
Section 7.	Rules of Conduct	27
Section 8.	Department Specific Rules and Regulations	28

Part II: Organization and Functions Manual

Section 1.	Organization and Functions of the Staff	1
Section 2.	Medical Staff Committees	9
Section 3.	Confidentiality, Immunity, Releases, and Conflict of Interest	16

MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

Part I. Medical and Dental Staff Rules & Regulations

PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

Section 1.	Introduction	1
Section 2.	Admission and Discharge	2
Section 3.	Medical Records	7
Section 4.	Standards of Practice	17
Section 5.	Patient Rights	25
Section 6.	Surgical Care	26
Section 7.	Rules of Conduct	27
Section 8.	Department Specific Rules and Regulations	28

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.

Section 2. Admission and Discharge

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 or their designee may write orders for disposition 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 appropriate outpatient follow-up evaluation within seven (7) calendar days, 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 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.

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.

Section 3. Medical Records

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. For all inpatients, patients under observation, or patients receiving anesthesia: 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. For outpatient procedures requiring only moderate sedation: 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. For outpatient procedures that do not require anesthesia or moderate sedation: 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;
- b. 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 pre-anesthesia 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. The physician who performed a procedure must personally or have his/her covering physician evaluate the patient on postoperative day #1 and complete or attest to the progress note. ICU status patients must be seen daily by a physician with documentation/attestation 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 (excluding APPs providing palliative care services) are required co-signature by the attending physician on intermediate care units and critical care units. Progress notes documented by residents or fellows require co-signature by the physician, within twenty-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 applicable 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. 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, 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 co-signature, 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.. 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; A privileged physician must co-sign the consultation note documented by a resident/fellow or APP within 24 hours;
- 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.

3.10 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, through 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.

Section 4. Standards of Practice

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 physician will provide documentation 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 will be within a timeframe acceptable to the referring physician based on communication with the consultant and is within 24 hours of the request.

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 until they have discussed their recommendation with the primary attending 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 will 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

Practitioners shall complete death 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 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.

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) calendar 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.

Section 5. Patient Rights

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.

Section 6. Surgical Care

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 pre-sedation 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.

Section 7. Rules of Conduct

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 practitioners shall provide evidence of current vaccinations or formal declination in accordance with Hospital policies.

Section 8. Department-Specific Rules and Regulations

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

Section 1.	Organization and Functions of the Staff	1
Section 2.	Medical Staff Committees	9
Section 3.	Confidentiality, Immunity, Releases, and Conflict of Interest	16

Section 1. Organization and Functions of the Staff

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
- i. Nephrology
- j. Neurology
- k. Psychiatry
- l. 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. 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. 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;
- b. 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:
 - i. 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.
- b. 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:
 - i. 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 an applicable CMS approved accrediting organization;
- f. Perform practitioner analysis related to medication use;
- g. Approve policies and procedures related to applicable 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. Administering 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
- l. 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;

Section 2. Medical Staff Committees

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 ex-officio 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 standards 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 applicable 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.

Section 3. Confidentiality, Immunity, Releases, and Conflict of Interest

3.1 Confidentiality of Information

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

- a. 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:	Amendment to Provider Group Services Agreement with Optum Health Networks, Inc (f/k/a/ Life Print Health, Inc.) dba (“OptumCare”)	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment One to the Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5430.111
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 8/1/2025 through 7/31/2027
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On November 1, 2022, UMC entered into a new Provider Group Services Agreement for Orthopedic and Anesthesia Coverage with Provider to provide the Services. Provider has provided emergency and on-call services with consultative coverage on a 24/7 basis to treat Hospital’s inpatients, outpatients, Emergency Department patients, and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. Staff also requested authorization for the Hospital CEO, at the end of the initial term, to exercise any extensions at his discretion if deemed beneficial to UMC.

This request is to approve Amendment One to the Agreement, which extends the current expiration date through July 31, 2027, increases Orthopedic Surgery rates, and adds specialties to the Exhibit C compensation.

UMC’s Director of Managed Care has reviewed and recommends approval of this Amendment, which has also been approved as to form by UMC’s Office of General Counsel.

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

Cleared for Agenda
October 29, 2025

Agenda Item #

7

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their October 22, 2025, meeting and recommended for approval by the Governing Board.

Amendment One to the Provider Group Services Agreement

This amendment ("Amendment One") is to the **Provider Group Services Agreement**, effective as of **November 1, 2022** (the "Agreement"), between **Optum Health Networks, Inc. fka Lifeprint Health, Inc.** (collectively, "Optum") and **University Medical Center of Southern Nevada** (the "Provider").

This Amendment is effective on **August 1, 2025** (the "Amendment Effective Date").

The parties agree to modify the Agreement as follows:

The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.

[1]. Article VII Section 7.1a is amended as follows:

The Term of this Agreement shall be extended for a two (2) year period beginning August 1, 2025, and ending at 11:59 pm (PST) July 31, 2027 ("Term"), unless either party terminates sooner without cause by giving ninety (90) days prior written notice. Provider agrees to send a written notice no less than ninety (90) days before the termination date with the intent to renew the contract.

[2]. Exhibit C Compensation will be deleted in its entirety and replaced with the attached Exhibit C – Medicare Payment .

All other provisions of the Agreement will remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the Amendment will control.

Optum Health Networks, Inc. fka Lifeprint Health, Inc. on behalf of itself, and its other affiliates, as signed by its authorized representative

University Medical Center of Southern Nevada, as signed by its authorized representative

Signature: _____

Signature: _____

Print Name: _____

Print Name and Title: _____
Mason VanHouweling, Chief Executive Officer

Title: _____

Date: _____

Date: _____

TIN: 886000436

Agreement Number: 01516143.0

EXHIBIT C
COMPENSATION
Applicability

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 2,154						
Corporate/Business Entity Name:		Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)				
(Include d.b.a., if applicable)		OptumCare				
Street Address:		2716 N. Tenaya Way		Website: www.optum.com		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name: Simone Cook, VP, Network and Contracting Email: simone.cook1@optum.com		
Telephone No:		(702) 242-7713		Fax No: (855)-275-4390		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

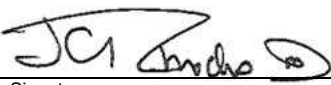
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Collaborative Care Holdings, LLC		100%
OptumHealth Holdings, LLC		100%
Optum, Inc.		100%
United Healthcare Services, Inc.		100%
UnitedHealth Group Incorporated		Publicly Traded

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

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

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

 Signature President & CEO Title	John C. Rhodes, MD Print Name April 23, 2025 Date
--	--

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Fifth Amendment to the Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5430.011
Fund Center: 3000853000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Extended through November 30, 2025
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

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

BACKGROUND:

Since 2024, UMC has had an Agreement with United Healthcare Insurance Company to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities.

The First Amendment (i) extended the term of the Agreement through October 31, 2022; and (ii) replaced the All Payer Appendix dated July 1, 2017, with the All-Payer Appendix dated November 1, 2019. The Second Amendment (i) updated the language in Appendix 2's "Benefit Plan Descriptions; (ii) added the "Medicare Advantage Regulatory Requirements Appendix", and (iii) added the "Payment Appendix" into the Agreement. The Third Amendment (i) extended the term of the Agreement through October 31, 2025; (ii) replaced the All Payer Appendix dated November 1, 2019, with the All Payer Appendix dated November 1, 2022, and (iii) updated language related to Maintenance of and Access to Records as well as Time to file claims. The Fourth Amendment updated the Urgent Care Payment Appendix to be effective July 1, 2023.

This request is for ratification of the Fifth Amendment which needed to be entered into immediately to extend the expiration date until November 30, 2025. Ratification was also necessary as the parties work together in good faith to renegotiate new terms.

UMC's Director of Managed Care has reviewed and recommends ratification of this amendment, which has also been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 29, 2025

Agenda Item #

8

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 22, 2025 meeting and recommended for ratification by the Governing Board.

FIFTH Amendment to the Facility Participation Agreement

This FIFTH AMENDMENT (the "Amendment") is to the Facility Participation Agreement, between UnitedHealthcare Insurance Company, contracting on behalf of itself, PacifiCare of Nevada, Inc. and other entities that are United's Affiliates (collectively, "United") and University Medical of Southern Nevada ("Facility").

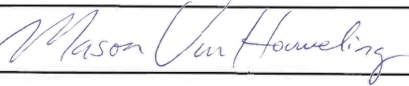
WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective May 15, 2004, as amended; and

WHEREAS, the parties mutually desire to modify certain aspects of their business relationship.

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

1. The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.
2. Section 8.1 Term. This Agreement shall be extended for a thirty (30) day term period, beginning on November 1, 2025, and ending November 30, 2025 at 11:59pm. Both parties agree to continue to work together in good faith to negotiate new terms no later than October 31, 2025, with an effective date of November 1, 2025.

All other provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

UnitedHealthcare Insurance Company, on behalf of itself, PacifiCare of Nevada, Inc. and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature: 	Signature: 
Print Name: Jean McFarlane	Print Name: Mason Van Houweling
Title: Vice President, Network Management	Title: CEO
Date: 09/18/2025	Date: 9/18/2025

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: United HealthCare Services, Inc						
(Include d.b.a., if applicable)						
Street Address:		9900 Bren Road East		Website:		
City, State and Zip Code:		Minnetonka, MN 55343		POC Name:		
Telephone No:				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:		2716 N. Tenaya Way		Website:		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

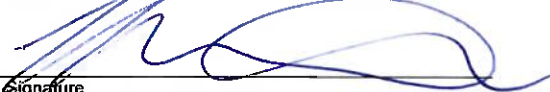
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

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

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

 Signature	HEATHER LANG Print Name
ASSISTANT SECRETARY Title	5/31/24 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Master Services Agreement and Order Forms with Bluesight, 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 Master Services Agreement and Order Forms with Bluesight, Inc. for pharmacy procurement, inventory management and compliance solutions; exercise any extension options and execute future amendments and Order Forms within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000717100 Funded Pgm/Grant: N/A
Description: CostCheck, ControlCheck, KitCheck & 340BCheck
Bid/RFP/CBE: NRS 332.115.1(g) & (h) – Hardware & Software; and NRS 332.115.4 – Purchase of goods commonly used by a hospital
Term: Master Services Agreement – Effective Date through the date on which there are no more Order Forms in effect
Order Forms – Order Form Effective Date through 10/31/2028 with two, 1-year options

Amount:

	<u>CostCheck</u>	<u>ControlCheck</u>	<u>KitCheck</u>	<u>340BCheck</u>
Year 1	\$15,881.25 (prorated)	\$62,500.00	\$21,000.00	\$28,125.00
Year 2	\$63,525.00	NTE \$64,900.00	NTE \$21,720.00	NTE \$29,250.00
Year 3	NTE \$66,066.00	NTE \$67,396.00	NTE \$22,468.80	NTE \$30,420.00
Year 4 (optional)	NTE \$68,708.64	NTE \$69,991.84	NTE \$23,247.55	NTE \$31,636.80
Year 5 (optional)	NTE \$71,456.99	NTE \$72,691.51	NTE \$24,057.45	NTE \$32,902.27

Miscellaneous Fees NTE \$10,000.00 per year or NTE \$50,000.00 for 5 years

Potential aggregate is NTE \$937,945.10 for five (5) years

Out Clause: 90 days w/o cause on or after November 1, 2027 for any Order Form

Cleared for Agenda
October 29, 2025

Agenda Item #

9

BACKGROUND:

Since June 2020, UMC has had an agreement with Bluesight, Inc. (fka Kit Check, Inc.) to provide hardware and software pharmacy procurement, inventory management and compliance solutions (“Services”).

This request is to enter into a new Master Services Agreement and Order Forms (“Agreement”) with Bluesight to continue to provide the Services and add new solutions. They are the following:

- CostCheck - a web-based drug procurement data and supply chain software that utilizes pharmacist-designed workflows for optimized supply chain management, to help UMC manage and stock pharmacy inventory by providing real-time insights on drug pricing, GPO compliance and 340B optimization. It offers transparency to all available drug options to ensure hospital gets the least expensive drug prices.
- ControlCheck - a web-based controlled substance software that will assist UMC in auditing and tracking its controlled substances by integrating data from automatic dispensing cabinets, electronic medical records, and other hospital technology solutions; it is specifically designed to detect and prevent drug diversion.
- KitCheck - is an automated RFID-enabled medication management system; pharmacy staff can scan each kit or tray using the RFID scanning box, and immediately identify missing items, extra items, and expired and soon-to-be expired inventory. Bluesight will provide hardware (i.e., 1 scanning station and 1 barcode scanner), a web-based software to automate UMC’s pharmacy kit processing, and RFID Tags.
- 340BCheck - is a web-based 340B compliance software designed to maintain compliance with the 340B drug pricing program; it automates and provides 340B data from consolidated information from various sources and provides guided workflows to ensure audit readiness.

Staff also requests authorization for the Hospital CEO to exercise any of the extension options, and execute future amendments and Order Forms within his yearly delegation of authority if deemed beneficial to UMC.

UMC will compensate Bluesight a potential aggregate of NTE \$937,945.10 for up to five (5) years. On or after November 1, 2027, either party may terminate without cause any Order Form with a 90-day written notice to the other. The rates are subject to annual increases of up to 4%.

UMC’s Pharmacy Assistant Director 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 22, 2025 meeting and recommended for approval by the Governing Board.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (together with any exhibits, addenda and Order Forms, the “**Agreement**”) is entered into and effective as of the later date on the signature page below (“**Effective Date**”) by and between **BLUESIGHT, INC.**, a Delaware corporation (“**Vendor**”) and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**Customer**”). Both Vendor and Customer are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS

WHEREAS, Vendor is in the business of providing certain technological solutions to improve operational efficiency, patient safety, regulatory compliance and/or medication visibility;

WHEREAS, Customer is a healthcare provider, or manages or operates a healthcare facility, that may require certain medications or auditing functions applicable to Vendor’s technological solutions; and

WHEREAS, Customer desires to retain Vendor to furnish certain Goods and Services (as defined below), and Vendor desires to be so retained, upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENTS

1. **Recitals.** The Parties each hereby acknowledge that the above recitals serve as the basis for this Agreement, are true and correct as of the Effective Date, and are incorporated herein and made a part hereof for all purposes as if set forth at length herein.
2. **Scope of Agreement.** As a master form of contract, this Agreement allows the Parties to contract for multiple Vendor solutions through the issuance of multiple Order Forms (as discussed in Section 3 below). Any Order Forms attached hereto or referred to herein are incorporated herein and made a part hereof as if set forth at length herein for all purposes. As used herein, the expression “this Agreement” means this document and such Order Forms, attached hereto and made a part hereof.
3. **Order Form.** The Goods and/or Services to be provided and/or performed by Vendor shall be separately specified (each, an “**Order Form**”). Each Order Form shall include relevant terms and conditions and be signed by both Parties. Each Order Form shall also be subject to the terms and conditions of this Agreement. To the extent any terms or conditions of an Order Form conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall control, except to the extent such Order Form specifically states the Parties’ intent that such Order Form shall control with respect to a particular matter. Each Order Form shall be incorporated herein by reference.
4. **Goods and Services.** Vendor can supply Customer with certain Software as a Service (each such service, a “**SaaS Service**”, and all such SaaS Services ordered in one or more Order Forms, the “**SaaS Services**”), and any other installation, support or other services indicated in such Order Form(s) (all of the foregoing services, including the SaaS Services, collectively referred to herein as the “**Service(s)**”). In addition, Vendor can supply to Customer certain equipment and RFID labels and tags (collectively, “**Goods**”) to the extent indicated on the applicable Order Forms.
5. **Fees and Invoicing.**
 - 5.1. Vendor shall issue to Customer for each Order Form, one or more invoices (to be delivered at intervals specified in such Order Form), specifying the amounts payable.
 - 5.2. The Parties acknowledge and agree that the compensation paid hereunder by Customer to Vendor was determined at arms-length and represents the fair market value of the Goods and/or Services provided by Vendor, and is not conditioned upon, or intended to induce, any referral by either Party (or its employees or agents) to the other Party, and that the compensation is commercially reasonable and does not take into account the volume or value of referrals or any business that either Party generates for the other.
 - 5.3. Customer will pay all such undisputed invoices within forty-five (45) days of its receipt, without making any deductions, short payments, set offs, or other accounts payable adjustments to such payment obligation. In the event Customer disputes an invoice, Customer shall notify Vendor in writing within thirty (30) days from its receipt of invoice, provide any necessary supporting documents, and work in good faith with Vendor to resolve such dispute.
 - 5.4. Any undisputed fees that remain outstanding for sixty (60) or more days will accrue an interest of one percent (1.0%) per month from the due date until paid, and Hospital’s allocated budget for this is not-to-exceed **\$10,000.00 per year**.
 - 5.5. Customer’s failure to satisfy a past due invoice in accordance with Section 5.3, shall constitute a material default by Customer under this Agreement and Vendor, at its election, may terminate this Agreement and its affected Order Form(s) immediately, shall cause the total balance due to continue accrual of interest as permitted above, and shall give Vendor the right to file suit to collect any unpaid balance. Customer shall pay Vendor any outstanding fees for Services rendered up to the effective date of termination.
 - 5.6. Customer shall not provide payment on any invoice Vendor submits after six (6) months from the date Vendor performs services, provides deliverables, and/or meets milestones, as agreed upon in any Order Form (per NRS 244.250).

- 5.7. Unless otherwise stated, Vendor's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Customer is responsible for paying all applicable Taxes, excluding only Taxes based upon Vendor's net income. If Customer has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Vendor with a valid tax exemption certificate authorized by the appropriate taxing authority.
6. **Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until the date on which there are no Order Forms in effect, unless earlier terminated as provided herein (the "**Term**"). Each Order Form entered into under this Agreement will be in effect for the term set forth therein, unless earlier terminated as provided herein or in the applicable Order Form.
7. **Termination.**
- 7.1. Termination of Agreement for Breach. If either Party breaches any material provision of this Agreement (excluding any Order Form), then the non-breaching Party shall provide written notice of the breach to the other Party. If the breaching Party fails to timely cure the breach within thirty (30) days after receiving the written notice, then the non-breaching Party may terminate this Agreement, and all attached Order Forms by providing a written letter of termination to the breaching Party specifying the exact date of termination. If Customer terminates this Agreement due to an uncured material breach by Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request. If Vendor terminates this Agreement due to an uncured material breach by Customer, Vendor is entitled to retain any Customer prepaid amounts for the Services.
- 7.2. Termination of any Order Form for Breach. If either Party breaches any material provision of any Order Form, then the non-breaching Party to the Order Form shall provide written notice of the breach to the other Party. If the breaching Party fails to timely cure the breach within thirty (30) days after receiving the written notice, then the non-breaching Party may terminate the applicable Order Form by providing a written letter of termination to the breaching Party specifying the exact date of termination. If Customer terminates an Order Form due to an uncured material breach by Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request. If Vendor terminates an Order Form due to an uncured material breach by Customer, Vendor is entitled to retain any Customer prepaid amount for the Services.
- 7.3. Effect of Order Form Expiration or Termination. Expiration of any Order Form's Term, or termination of any Order Form, does not terminate this Agreement, or any remaining Order Forms, unless the terminating or expiring Order Form is the last-remaining Order Form in effect, in which case its termination or expiration will terminate this Agreement which can be reinstated by the execution of future Order Forms.
- 7.4. 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 Customer for the then current fiscal year under the Local Government Budget Act. Upon prior written notice, Customer may terminate this Agreement if Customer'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. Customer 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 Customer of its obligations incurred through the thirtieth (30th) day of June of the fiscal year for which monies were appropriated.
- 7.5. Immediate Termination. This Agreement and any Order Form may be immediately terminated by either Party (as applicable) upon written notice if:
- 7.5.1. Customer does not make payment when due after fifteen (15) days prior written notice;
- 7.5.2. Either Party breaches its confidentiality obligations as outlined in Section 17;
- 7.5.3. Either Party is in, or believed to be in, violation of any applicable federal or state laws;
- 7.5.4. Either Party files a petition for bankruptcy, insolvency, liquidation, reorganization, or other similar proceedings commenced by or with respect to its properties or financial condition; or
- 7.5.5. This Agreement or any Order Form is terminated by written mutual agreement of the Parties upon a mutually agreed upon date.
- 7.6. Effect of Agreement Expiration or Termination. Upon termination or expiration of this Agreement or any Order Forms for any reason:
- 7.6.1. If this Agreement is terminated or expires, all Order Forms will terminate, effective on the same date upon which this Agreement terminates.
- 7.6.2. Customer will have no right to use any Services that are the subject of the terminated Order Form(s) and Customer and its Authorized Personnel will cease all use of such Services (except as is necessary to complete the data retrieval as specified in the applicable Order Form).
- 7.6.3. Vendor may disable all portions of the Services for which Customer's usage rights have been terminated or which have expired.
- 7.6.4. Vendor may delete, in its sole discretion, any Customer Data in Vendor's possession that is not retrieved by Customer within ninety (90) days of the termination or expiration of this Agreement or any Order Form(s), and which solely pertains to the terminated Order Form(s).
- 7.6.5. Customer shall be obligated to pay for any Goods and/or Services provided on or before the date termination or expiration.
8. **Survival.** Any rights, obligations, or required performance of the Parties in this Agreement which, by their express terms or nature and context are intended to survive termination or expiration of this Agreement or an Order Form, will survive any such termination or expiration, including the rights and obligations set forth in this section and Sections 7.5, 12, and 16-24. Termination or expiration of this Agreement or an Order Form will not relieve Customer of any obligation to pay amounts owed by Customer to Vendor, nor

will such termination or expiration prevent Vendor from pursuing other remedies available to it at law or in equity, including injunctive relief.

9. **Certain Obligations of the Parties.** Both Parties acknowledge and agree that a Party's ability to deliver its services is contingent upon the other Party's cooperation and assistance. Both Parties will timely make available sufficient resources, personnel, and information as is necessary and sufficient for the other Party to timely carry out its obligations under this Agreement.

10. **Customer Authorized Personnel.**

- 10.1. Customer agrees that only its employees or other persons that are not competitors of Vendor or its Services that have been designated with responsibilities for overseeing the use of pharmaceuticals and/or maintaining Customer's records and systems, will have access and use of the SaaS Services (collectively, the **"Authorized Personnel"**). Customer shall require all Authorized Personnel to keep all Confidential Information confidential with terms at least as protective as the terms of this Agreement. Customer is solely responsible for designating and tracking Authorized Personnel and managing their access to and use of the SaaS Services. Customer is responsible for all acts and omissions of its Authorized Personnel and of any third party who accesses or uses any SaaS Services based on or as a result of the access credentials provided by Vendor to Customer under this Agreement. Customer will ensure that all Authorized Personnel:

- 10.1.1. Establish and maintain a secure password for purposes of accessing and using the SaaS Services; and

- 10.1.2. Have accepted and do comply with the terms of this Agreement, any Order Form(s), and any other terms of use that may be provided by Vendor from time to time.

- 10.2. If Customer or any of the Authorized Personnel becomes aware of any actual or threatened breach of this Agreement, Customer will, and will cause its Authorized Personnel to, immediately:

- 10.2.1. Notify Vendor of any such actual or threatened breach and assist Vendor with its investigation of such actual or threatened breach; and

- 10.2.2. Take all reasonable and lawful measures within their respective control that are necessary to stop the actual or threatened breach or to mitigate its effects (including, where applicable, by discontinuing and preventing any and all unauthorized access to or use of the Services and permanently erasing from their systems and destroying any data and content to which any of them have gained access through unauthorized access or use of the Services).

11. **Hospital Systems.** If Customer is part of a hospital system and desires to use any Goods and Services for other hospitals within its system, it is permitted in accordance with this Agreement subject to the requirements of this provision (**"Affiliates"**). Customer agrees that:

- 11.1. This Agreement and any applicable Order Form will govern the supply of Goods and Services to its Affiliates;

- 11.2. All Affiliates that use the Goods and Services shall be bound by all the terms and conditions of this Agreement and any Order Form(s); and

- 11.3. Customer will be liable and responsible for any breach of this Agreement or any applicable Order Form by its Affiliates related to the provided Goods and Services. Customer shall identify its Affiliates in the applicable Order Form.

12. **Software Usage Rights and Restrictions.** Subject to the terms and conditions of this Agreement, for the duration of the Term, Vendor hereby authorizes Customer to access and use, on a non-exclusive basis, by and through its Authorized Personnel, solely for Customer's internal business purposes only:

- 12.1. SaaS Services specified in an Order Form(s); and

- 12.2. Any related user manual(s) or technical requirements document(s) that may be provided to Customer in connection with any of the SaaS Services (the **"Documentation"**).

- 12.3. Vendor hosts and retains physical control over the SaaS Services and such services are only made available to Customer as hosted services which Customer can use and access over the internet through a web-browser. Customer will provide, at its sole expense, Customer Systems (as defined below) and all required telecommunications link(s) between Customer Systems and the SaaS Services.

- 12.4. Nothing in this Agreement shall obligate Vendor to deliver or make available any copies of computer programs or code from any of the SaaS Services to Customer. Customer may not rent, lease, distribute, or resell any of the SaaS Services, or use any of the SaaS Services for purposes of competitive analysis, development of a competitive product or solution, or any other purpose that is to Vendor's commercial disadvantage (or contract with a third party to do any of the following). Customer will not, and will not permit any third party to: (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of any of the SaaS Services by any means whatsoever; (ii) modify or alter any of the software, Services, Goods or Documentation in any manner whatsoever; remove or alter any of the logos, trademark, service mark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in any of the SaaS Services; (iii) use the SaaS Services beyond the scope of the license granted herein or in any Order Form(s); (iv) use the SaaS Services in a manner that delays, imparts, or interferes with any Vendor software functionality or that compromises the security or integrity of any data, equipment, or software; or (v) use any Goods or Services in any manner that violates any applicable law, regulation, rule, license or agreement. Unauthorized use of any program or automated script that "crawls" through any SaaS Service (a **"Robot"**) for any purpose is a material breach of this Agreement. Customer, including its Authorized Personnel, and any other employees or third parties working on Customer's behalf, may not, without Vendor's prior written consent, perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan, or attempt to access the data of any other Vendor customer.

- 12.5. Certain aspects of the SaaS Services or the technology underlying the SaaS Services may be provided by or on behalf of third parties (**"Third Party Technology"**) and may be subject to separate licenses or other agreements. In the event of a conflict between this Agreement, any Order Form(s), and any separate license or other agreement, the terms of such separate license or agreement will prevail with respect to such Third Party Technology.

13. Security Obligations.

13.1. Customer has and will retain sole responsibility for:

13.1.1. All of Customer's hardware, software, and other information technology ("**Customer Systems**"); and

13.1.2. All access to and use of the SaaS Services directly or indirectly by or through the Customer Systems, or Customer's or its Authorized Personnel's access credentials.

13.2. Vendor will establish, implement and maintain reasonable and appropriate physical, technical and organizational measures that are designed:

13.2.1. To protect the security and integrity of the Services; and

13.2.2. Guard against the accidental or unauthorized access, use, alteration or disclosure of Customer Data while on Vendor's network and systems.

14. Change Requests and Cooperation.

14.1. Order Form Changes. All statements concerning the estimated time to perform are good faith estimates based upon information available at the time made. Each Order Form is subject to equitable adjustment upon any material change in such information, the occurrence of an excusable delay (as provided in Section 24.8.), or upon any modification of the scope or timing of the Services that the Parties agree to in writing. Any change in scope that modifies the fees, scope of work, or the project schedule must be agreed to in writing by the Parties.

14.2. Failure to Cooperate. If Customer impedes or delays completion or delivery of any Goods or Services by: (i) failing or unreasonably delaying to provide the necessary information, equipment or access; (ii) failing to complete required tasks or perform its obligations under this Agreement or an Order Form, for any reason unless as excused in Section 24.8.; or (iii) providing materially untrue or incorrect information; then Vendor's failure or delay in completion shall be excused.

14.3. Support Exclusions. Vendor has no obligation to provide ongoing support services for:

14.3.1. Any service provided by Vendor that is outside of the scope of any Order Form;

14.3.2. Any third party computer program, technology, or hardware;

14.3.3. Any customized services, other than as specifically set forth in any Order Form or as otherwise agreed to by the Parties; or

14.3.4. Any customized services arising out of or relating to a change in Customer's systems or data unless agreed to by the Parties.

15. **Suspension**. Vendor may suspend any or all Services, or Customer's or any Authorized Personnel's access to or use of any or all Services without liability if:

15.1. Customer owes outstanding invoices to Vendor;

15.2. Vendor reasonably believes that a SaaS Service is being accessed or used (or has been or will be accessed or used) in violation of this Agreement or an Order Form(s);

15.3. Vendor reasonably believes that suspension of any or all Services is necessary to protect its other customers or users of the Services, Vendor's business, reputation or the security of Vendor's networks, systems or any data processed thereon;

15.4. Suspension is required by applicable law or government authority; or

15.5. Vendor may also temporarily suspend access to the SaaS Services from time to time in order to perform routine maintenance, emergency maintenance, upgrades, or other service improvements. Vendor will provide advance written notice of any such scheduled downtime and will exercise commercially reasonable efforts to schedule any such downtime so as to limit any negative business impact to Customer. In the event that an unscheduled interruption occurs, Vendor will use commercially reasonable efforts to resolve the problem, notify Customer, and return the SaaS Services availability as soon as practically possible.

16. **Patient Privacy**. The Parties shall take all actions as are necessary to comply with the Health Information Technology for Economic and Clinical Health Act, Health Insurance Portability and Accountability Act, and all other federal, state and local applicable healthcare laws governing patient privacy (collectively referred to as "**HIPAA**"). In the event Vendor may act as a "business associate" (as defined in HIPAA) when providing Services, the Parties agree that such circumstances shall be governed by a Business Associate Agreement ("BAA") accompanying the applicable Order Form.

17. Confidential Information.

17.1. Confidentiality Obligation. Each Party acknowledges that certain information of the other Party that it may acquire or be exposed to in connection with this Agreement or any Order Form(s) will constitute information of a proprietary or confidential nature including, without limitation, information concerning the other Party's business, property and methods of operation and any other material, data or information disclosed by one Party to the other Party that is not generally known by or disclosed to the public or to third parties (collectively, "**Confidential Information**"). Vendor's Confidential Information includes, without limitation, this Agreement, the Order Forms, its pricing, and features and functions of its Goods and Services, its compliance and security assessments (e.g. SOC 2 Type 2 report(s)), and any data owned by Vendor under the terms of this Agreement or any Order Form(s). Each Party that receives Confidential Information from the other (the "**Receiving Party**") will maintain all Confidential Information as confidential and will not disclose any Confidential Information or use any Confidential Information for any purpose, except:

17.1.1. As expressly authorized by this Agreement, Order Form, or group purchasing organization agreement;

17.1.2. As permitted by Section 17.2.; or

17.1.3. To its employees, agents, consultants or contractors ("**Representatives**") who require access to such information to accomplish the purpose of this Agreement or an Order Form, so long as such persons are under obligations regarding the confidentiality of the Confidential Information that are consistent with and no less protective than the terms of this Agreement.

17.1.4. The Parties may use the Confidential Information only to the extent required to accomplish the purposes of this Agreement. The Parties will use at least the same standard of care as it uses to protect its own confidential information,

but in no event less than a reasonable standard of care, to ensure that its Representatives do not disclose or make any unauthorized use of the Confidential Information. The Parties will promptly notify the other in writing upon discovery of any unauthorized use or disclosure of the Confidential Information.

17.1.5. Confidential Information will not include any information which a Party can demonstrate by competent evidence:

17.1.5.1. Is or becomes publicly known other than as a result of any breach of this Agreement by the Receiving Party;

17.1.5.2. Is disclosed on a non-confidential basis by a third party who rightfully possesses the information and is not under an obligation of confidentiality with respect thereto;

17.1.5.3. Was known to the Receiving Party prior to its first receipt from the disclosing Party (whether such first receipt occurred before or during the Term of this Agreement), except in the case of Intellectual Property, which shall not be subject to the exception in this clause; or

17.1.5.4. Was developed independently of and without the use or reference to, any Confidential Information.

17.2. Authorized Disclosure/Public Records. Notwithstanding Section 17.1., the Parties may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by law, subpoena, valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party gives prompt written notice to the disclosing Party of such required disclosure and, at disclosing Party's request and expense, reasonably cooperates with disclosing Party's efforts to obtain a protective order or other appropriate remedy preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation requires, or for which the order was issued. Notwithstanding the foregoing, Customer is a public county-owned hospital that is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 ("Act"), 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 Customer receives a demand for the disclosure of any information related to this Agreement which is confidential and proprietary pursuant to this Section 17.2, Customer will immediately notify Vendor of such demand and Vendor shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. To the extent permitted by law, Customer will grant Vendor five (5) business days to respond or challenge the rationale for such disclosure. In the absence of a response by Vendor or a subsequent court order prohibiting Customer from releasing information pursuant to a valid public disclosure request, Customer may only disclose that Vendor confidential and proprietary information as required by the Act, with no further liability to Customer.

18. Data.

18.1. Except as otherwise provided herein or in an applicable Order Form(s), as between the Parties, Customer retains all right and title to data uploaded to or entered into Vendor's SaaS Service ("**Customer Data**"). Upon written request, Vendor will use reasonable commercial efforts to return a copy of Customer Data in accordance with the terms of this Agreement or the applicable Order Form. Customer will:

18.1.1. Be solely responsible for all Customer Data, including the nature, quality, legality, and accuracy of the Customer Data;

18.1.2. Ensure that the Customer Data, and the activities of Customer's Representatives with respect to the Customer Data and the Services, complies with the applicable Order Form, are not defamatory, harassing, libelous, threatening, or obscene, and do not otherwise violate applicable law or any license or agreement; and

18.1.3. Ensure that the Customer Data, and the processing and use of such Customer Data in connection with the Services or as otherwise permitted or contemplated pursuant to an Order Form, do not infringe, misappropriate, or otherwise violate the intellectual property rights or the privacy, publicity, or any other rights of any third party or give rise to civil or criminal liability, including by providing any appropriate notices and obtaining any necessary consents.

18.2. Vendor may use Customer Data for purposes of providing Vendor's Services and may also use and disclose Customer Data:

18.2.1. As required or permitted by applicable law; or

18.2.2. As specified in any applicable Order Form.

18.2.3. To the extent protected health information ("**PHI**") is used by Vendor's Goods, Services or other technology, it is only used for purposes of providing such products and services, including the creation of "**De-identified Data**" (data that has been de-identified as provided in 45 CFR § 164.514(b)).

18.2.4. Vendor's Services also generate System Level Data, which may be created, used, and disclosed for any purpose. "**System Level Data**" means aggregated data derived from the operation or use of Vendor's Goods, Services, or other technology, including data elements derived from or contained within Customer Data, and any conclusions, reports or other data resulting from the analysis of Customer Data (e.g., service performance data, usage patterns, recommendations on current mark conditions, etc.), with all Customer identifiers and PHI having been removed. System Level Data may include De-identified Data derived from the operation or use of Vendor equipment, Goods, Services, or other technology. All System Level Data is owned by Vendor.

19. Intellectual Property.

19.1. Ownership. The Services will be provided using Vendor's software, algorithms, processes, user interfaces, data, databases, know-how, techniques, designs, ideas, concepts, content, Documentation, and other tangible and intangible technical material and information ("**Vendor Technology**", and together with the Services and including any data owned by Vendor as provided for in any applicable Order Form, collectively, the "**Vendor IP**"). As between the Parties, Vendor solely and exclusively owns all rights, title and interests, including all intellectual property and other proprietary rights, in and to the Vendor IP. This Agreement grants no express or implied license, right or interest to Customer in or to any copyright, patent, trade secret, trademark, invention or other intellectual property or proprietary right of Vendor, except to the extent a license is necessary for Customer and its Authorized Personnel to use the Services as permitted under this Agreement or in any Order Form. All feedback, comments, and suggestions for improvements that Customer provides to Vendor hereunder are referred to collectively as "**Customer Feedback**". Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Vendor. Customer acknowledges and agrees that, as between the Parties, Customer will not earn or acquire any rights or licenses in the Services on account of Vendor's incorporation of any Customer Feedback into any Services.

- 19.2. License Restrictions. Except as otherwise provided for in this Agreement, or an applicable Order Form, Customer shall not and shall not permit a third party to:
- 19.2.1. Use the Services, or any portion of the Services, for any unlawful purpose;
 - 19.2.2. Market, sublicense, publish, distribute, lend, transfer, or otherwise make the Services, or any components or output from the Services, available to any third party;
 - 19.2.3. Alter, maintain, enhance, modify, or create derivatives of the Services;
 - 19.2.4. Remove any trademark, copyright, or proprietary notices;
 - 19.2.5. Copy, decompile, disassemble, or otherwise reverse engineer the Services or perform any similar means or actions to discover the source code or trade secrets in the Services;
 - 19.2.6. Use the Services as a substitute for the medical judgment of a physician or qualified healthcare provider;
 - 19.2.7. Circumvent any technological measures that control access to the Services; or
 - 19.2.8. Use the Services to benefit any party other than Customer and its authorized affiliates.

20. Representations and Warranties.

- 20.1. Mutual Representations and Warranties. Each Party represents, warrants, covenants and agrees that:
- 20.1.1. The person executing this Agreement on behalf of a Party does hereby personally covenant and warrant that such Party is a duly organized and existing legal entity;
 - 20.1.2. The person signing on behalf of a Party was authorized to do so;
 - 20.1.3. That it has and is qualified to do business in the state(s) it is located in;
 - 20.1.4. It has the full right, power and authority to enter into and perform its obligations under this Agreement;
 - 20.1.5. The execution of this Agreement, and its performance of its obligations under this Agreement, do not and will not violate any license or other agreement to which it is a Party or by which it is otherwise bound; and
 - 20.1.6. When this Agreement is executed and delivered by the Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- 20.2. Vendor Representations and Warranties. Vendor represents and warrants that:
- 20.2.1. The SaaS Services will reasonably conform in all material respects to the specifications in the Documentation, as agreed to by the Parties in the Order Form(s), and meet the requirements set forth in the Service Level Agreement attached hereto as **Exhibit A** (Customer's sole and exclusive remedy for any breach of this warranty will be as set forth in the Service Level Agreement and the Order Form);
 - 20.2.2. It incorporates commercially reasonable measures to screen for time-bombs, viruses, technically limiting devices, and/or technically limiting code, provided that, software enabling Vendor's remote access for purposes of conducting support services is not considered disruptive code;
 - 20.2.3. Vendor will not use disabling mechanisms or lock-up measures, unless as otherwise permitted in this Agreement, that may cause Customer Data or software to become unusable or inaccessible; and
 - 20.2.4. To the extent legally permissible, Vendor will transfer or pass through to Customer the benefits of any manufacturer's or other third party's warranty or agreement that is applicable to, or used in conjunction with, any of the Goods or Services in an Order Form.
- 20.3. Disclaimer of Other Warranties.
- 20.3.1. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR IN ANY APPLICABLE GROUP PURCHASING ORGANIZATION AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; (I) ALL GOODS AND SERVICES ARE PROVIDED AS-IS, WHERE-IS AND WITH ALL FAULTS, AND VENDOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) AS WELL AS WITH RESPECT TO ANY AND ALL MATERIALS, TECHNOLOGY AND DATA PROVIDED BY CUSTOMER OR ANY THIRD PARTY; (II) VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OR ACCURACY OF THE INFORMATION AVAILABLE THROUGH THE SERVICES AND VENDOR SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY, COMPLETENESS OR INTEGRITY OF ANY SUCH INFORMATION AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM ISSUES RELATED TO THE FOREGOING; (III) VENDOR SHALL HAVE NO LIABILITY FOR OPERATIONAL, BUSINESS OR OTHER DECISIONS MADE BY OR ON BEHALF OF CUSTOMER OR ITS AFFILIATES ON THE BASIS OF THE SERVICES PROVIDED BY VENDOR; AND (IV) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF ANY OF THE SERVICES IS OR WILL BE ERROR FREE, UNINTERRUPTED, OR THAT ALL ERRORS WILL BE CORRECTED, OR OPERATE IN COMBINATION WITH ANY CUSTOMER PROVIDED OR THIRD PARTY SOFTWARE, SERVICE, HARDWARE, SYSTEM OR DATA OR THAT IT WILL MEET THE REQUIREMENTS OR EXPECTATIONS OF ANY PERSON OR ENTITY OR THAT THE SERVICES (INCLUDING THE INFORMATION AVAILABLE THEREON) WILL MEET ANY REGULATORY APPROVALS OR REQUIREMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT VENDOR IS NOT ENGAGED IN THE PRACTICE OF MEDICINE. THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL REVIEW AND JUDGMENT.
 - 20.3.2. TO THE EXTENT VENDOR PROVIDES CUSTOMER ANY EQUIPMENT, CUSTOMER ACKNOWLEDGES THAT VENDOR IS NOT THE MANUFACTURER OR SELLER OF THE EQUIPMENT OR THE MANUFACTURER'S OR SELLER'S AGENT. ACCORDINGLY, CUSTOMER HEREBY AGREES TO TAKE ANY SUCH EQUIPMENT IN AN "AS IS" CONDITION. VENDOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP, OR AS TO PATENT INFRINGEMENT OR THE LIKE.

21. Indemnification.

- 21.1. Vendor Indemnification. Vendor agrees to defend, indemnify, and hold harmless Customer, at its expense, and pay any final judgment or settlement in connection with any third party claim based on infringement or misappropriation of U.S. copyrights, U.S. patents, trade secrets, or other proprietary rights of any third party arising out of the SaaS services. Vendor's indemnification obligations are contingent upon:
- 21.1.1. Customer promptly notifying Vendor of the claim;
 - 21.1.2. Vendor having the sole authority to defend or settle the claim, provided that Vendor agrees not to enter into any settlement that obligates Customer to admit liability or to pay any amounts to the party bringing the claim, without Customer's governing body's prior written consent, were such consent shall not be unreasonably withheld, delayed or conditioned; and
 - 21.1.3. Customer providing reasonable assistance in connection with the defense of the claim.
- 21.2. Vendor Exclusions. Vendor has no obligation with respect to any claim of infringement that is based upon or arises out of:
- 21.2.1. Customer's unauthorized use or combination of the SaaS Services with any unapproved hardware, software, products, data, or other materials not provided by Vendor;
 - 21.2.2. Customer's use of the SaaS Software other than in accordance with the Documentation; or
 - 21.2.3. Any unapproved components or content provided by any Third Party Provider.
- 21.3. Right to Procure or Modify. If a claim of infringement under Section 21.1. occurs, or if Vendor determines that an infringement claim is reasonably likely to occur, then Vendor may, at its expense and in its sole discretion, either:
- 21.3.1. Use commercially reasonable efforts to procure the right or license for Customer to continue to use the SaaS Services free of the infringement claim; or
 - 21.3.2. Replace or modify the SaaS Services to make it non-infringing; provided, however, that if Vendor determines that neither of the foregoing options is commercially feasible, either Party will be permitted to immediately terminate the Order Form subject to the actual or anticipated infringement claim by providing written notice thereof to the other Party. If terminated, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
 - 21.3.3. The provisions of this section state the sole and exclusive obligations and liability of Vendor for any patent, copyright, trademark, trade secret or other intellectual property rights infringement arising out of or relating to the SaaS Services.
- 21.4. Customer Indemnification. Unless prohibited by Nevada law, Customer agrees to defend, indemnify, and hold harmless Vendor, against all claims, demands, actions, losses, damages and costs, including reasonable attorneys' fees and expenses, arising out of any action brought by any third party in connection with Customer's use of the Goods or Services, to the extent the claim is attributable to any action or inaction on the part of Customer or any of its directors, officers, employees, agents or Authorized Personnel. Customer shall not settle any such claim admitting Vendor liability or imposing duties of performance or payment upon Vendor without Vendor's prior written consent. Vendor shall have the right to participate in the defense, at its own expense.

22. Limitation of Liability.

- 22.1. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 22.2. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL VENDOR'S AGGREGATE LIABILITY FOR DIRECT DAMAGES WITH RESPECT TO ALL EVENTS, ACTS OR OMISSIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS ORDER FORMS EXCEED THE ANNUAL FEE PAID TO VENDOR WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM AT ISSUE.
- 22.3. EXCLUSIONS. THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION, CONFIDENTIALITY OR BUSINESS ASSOCIATE OBLIGATIONS UNDER THIS AGREEMENT, OR TO LOSSES ARISING FROM A PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, OR THE UNAUTHORIZED USE OF SERVICES BY OR THROUGH CUSTOMER, CUSTOMER SYSTEMS, AUTHORIZED PERSONNEL, OR ANY AUTHORIZED PERSONNEL'S ACCESS CREDENTIALS.

23. Dispute Resolution.

- 23.1. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.
- 23.2. In the event of any dispute arising out of or relating to this Agreement, the Parties shall seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to arbitration. A mediator will be selected by voluntary agreement of both Parties, or in the event both Parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of the American Arbitration Association. The mediation shall be held at a location mutually agreed to by the Parties. Each Party shall bear its own costs and expenses for attorneys' fees, and an equal share of the mediator/administrative and other fees associated with the mediation.

24. Miscellaneous.

- 24.1. Compliance with Law. Throughout the Term, each Party's respective performance under this Agreement shall comply with all applicable federal, state, and local laws and regulations. Customer agrees that it will only use the SaaS Services for purposes that are legal and are in accordance with the applicable Order Form. If Customer becomes aware that the SaaS Services is being used in any manner not authorized by this Agreement, Customer will immediately notify Vendor.

- 24.2. Government Reporting & Disclosure Requirements. To the extent applicable, any price reductions or discounts pursuant to this Agreement are intended to satisfy the requirements of 42 U.S.C. § 1320a-7b(b)(3)(A). With respect to Customer's purchases of any Goods or Services, Customer shall report any discounts in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Section 11288(b) of the Social Security Act and its implementing regulations. In the event either Party determines that this Agreement may not comply with such statutes, the Parties agree to work together to establish a discount structure that meets the requirements of such statutes.
- 24.3. Publicity. Neither Customer nor Vendor 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.
- 24.4. Successors and Assigns. Neither Party may assign this Agreement without the prior written consent of the other Party; provided, however, that with written notice of any assignment, each Party may assign this Agreement without the other Party's consent in connection with the transfer or sale of all or substantially all of the business to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise. Any attempted assignment of this Agreement not in compliance with this section shall be null and void. No assignment shall relieve either Party of the performance of any accrued obligation that such Party may then have under this Agreement. This Agreement shall inure to the benefit of and be binding upon each Party signatory hereto, its successors and its permitted assigns.
- 24.5. Notices. Any notice to be given under this Agreement or to any Order Form must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, or by overnight courier, to the Party to be notified at its address(es) as listed below, or at any address such Party has previously designated by prior written notice to the other.

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

With a copy to: University Medical Center of Southern Nevada
Attn: Pharmacy Department
1800 W. Charleston Blvd.
Las Vegas, NV 89102

If to Vendor: Bluesight, Inc.
Attn: VP Legal
1800 Duke Street, Suite 108
Alexandria, VA 22314

Notice shall be deemed sufficiently given for all purposes upon the earliest of:

- 24.5.1. The date of actual receipt;
24.5.2. If mailed, three (3) days after the date of postmark; or
24.5.3. If delivered by express courier, the next business day the courier regularly makes deliveries to the addressee's location.

- 24.6. Time is of the Essence. Time is of the essence for each and every covenant, condition and provision of this Agreement to be performed by each of the Parties. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.
- 24.7. Intentionally Omitted.
- 24.8. Force Majeure. Neither Party shall be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations under this Agreement to the extent that performance is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, acts or attempted acts of terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or other labor disputes, power, network or Internet outages, or any other similar cause beyond the reasonable control of such Party (each, a "**Force Majeure Event**"). In addition, a Party's failure to perform its responsibilities under this Agreement will be excused if the unreasonable non-performance or delay is caused by the other Party, its employees, or any other third party. In the event that a Party ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, such Party shall: (a) immediately notify the other Party in writing of such Force Majeure Event and its expected duration; and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible. In the event that any Force Majeure Event delays a Party's performance for more than ninety (90) days following notice by such Party pursuant to this Agreement, the other Party may terminate this Agreement immediately upon written notice. If terminated by Customer due to a Force Majeure Event affecting Vendor, Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
- 24.9. Entire Agreement; Amendment. This Agreement, together with all Order Forms attached hereto, constitute the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both Parties.
- 24.10. Severability. If any clause or provision of this Agreement is or should ever be held to be illegal, invalid or unenforceable under any present or future law applicable to the terms hereof, then and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and those illegal, invalid or unenforceable clauses or provisions will be renegotiated for the sole purpose of rectifying the error.

- 24.11. Waiver. No waiver by a Party of any term or condition set forth in this Agreement will be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of a Party to assert a right or provision under this Agreement will not constitute a waiver of such right or provision. Any supplemental or additional terms contained in a separate document will not amend this Agreement unless such separate document expressly references this Agreement and is signed by an authorized officer of each Party.
- 24.12. Status of the Parties. The status of the Parties under this Agreement will be that of independent contractors. Neither Party will be authorized to waive any right, assume or create any contract or obligation, or make any representation of any kind in the name of, or on behalf of, the other or to make any statement that it has the authority to do so. Nothing in this Agreement will be construed as establishing a partnership, joint venture, agency, employment or other similar relationship between the Parties hereto.
- 24.13. Headings. The headings employed in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the provisions of this Agreement.
- 24.14. No Third Party Beneficiaries. Nothing in this Agreement will be construed as giving any person, other than the Parties hereto and their successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.
- 24.15. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the original signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signature of, or on behalf of, each of the Parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it the additional signature pages.
- 24.16. Electronic Signatures. Each Party agrees that the Electronic Signatures of the Parties, in any form or format, included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. For the purposes of this provision, "**Electronic Signature**" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including e-mail signatures and processes developed by electronic signature services (e.g., DocuSign and "click-through" acknowledgements).
- 24.17. Disclosure of Terms of this Agreement. Except for disclosure to Customer's applicable group purchasing organization, legal counsel, accountants or financial advisors, Customer shall not disclose the terms of this Agreement to any person who is not a party or signatory, unless disclosure thereof is required by law, decrees of a court, or otherwise authorized by this Agreement or consented to in writing by Vendor.
- 24.18. No Strict Construction. The common law rule of strict construction against the drafting party shall not apply to this Agreement. Each of Vendor and the Customer confirm that all Parties and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any person, but this Agreement shall be construed and interpreted rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 24.19. Non-Exclusion. Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud and are not currently excluded from participating in the Medicare or Medicaid programs or other government programs which are reported on the OIG or GSA lists. If an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
- 24.20. Customer Onsite Visits. If Vendor or its employees enter Customer's premises to render Services or support pursuant to this Agreement, Vendor will follow Customer's relevant compliance policies as followed by Customer's staff, including its corporate compliance program, Customer's Contracted/Non-Employee Requirements Policy and Customer's Vaccine Policy, as provided in advance to Vendor. Upon written request from Customer, Vendor may be required to (i) register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities; and (ii) complete background checks of employees, agents and/or subcontractors who will provide onsite services to Customer, the records of which shall be maintained and kept by Vendor. Should the Services involve a continuous presence by Vendor's employees or agents onsite at Customer's facilities, Vendor may be required to complete Customer's onboarding process and abide by onboarding requirements of Customer's Human Resources Department. Vendor's employees, agents, subcontractors and/or designees who do not abide by Customer's policies may be barred from physical access to Customer's premises to provide the Services.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

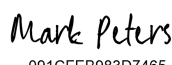
VENDOR	CUSTOMER
BLUESIGHT, INC., a Delaware corporation	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By:  091CFEB983D7465...	By:
Name: Mark Peters	Name: Mason Van Houweling
Title: CFO	Title: Chief Executive Officer
Date: 10/7/2025	Date:
Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314	Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement applies across Vendor’s software as a service offering.

1. Vendor Uptime Commitment

Vendor will use commercially reasonable efforts to make each Vendor SaaS Service available and functional with an Uptime Percentage of at least 98% during the Term (however, this commitment will not apply during (a) any period of time prior to Customer’s acceptance of the Vendor SaaS Service, but only if the Agreement sets forth a process for acceptance of the Vendor SaaS Service, or (b) any trial period that may be applicable).

2. Vendor Support Response Time Commitment

Once an issue is logged with Vendor through Customer calling the support line, Vendor will provide a remote response within four (4) hours. If the issue requires onsite support, Vendor will provide onsite coverage within two (2) business days of escalation (“**Support Response Time Commitment**”). If Customer contacts support through e-mail, Vendor will provide a remote response within twenty-four (24) hours.

Vendor will provide phone support for twenty-four hours per day and seven days a week (24/7).

3. Service Level Credits

In the event that Vendor does not meet the Uptime Percentage of 98% for any month, then Customer will be eligible to receive the following credit days, which will be added to the end of the Term at no charge to Customer.

Monthly Uptime Percentage	Days Added to Vendor SaaS Service at no charge
97.9% to 95%	3 days
94.9% to 93%	7 days
92.9% and lower	14 days

In the event that Vendor fails to meet the Support Response Time Commitment on more than one (1) occasion during a calendar month, then for each occasion following the first instance, Vendor will add an additional day to the Vendor SaaS Service at no charge to Customer. To the maximum extent permitted by law, the credit days set forth in this section are Customer’s exclusive remedy, and Vendor’s sole obligation, for a failure to meet either the Uptime Commitment or the Support Response Time Commitment.

4. Definitions

Any capitalized terms used but not defined in this Service Level Agreement shall have the meanings ascribed to them in the Agreement.

“**Agreement**” means the Master Services Agreement between Customer and Vendor, and which specifically incorporates this Service Level Agreement.

“**Downtime**” shall mean the time between Customer notifying Vendor that the Vendor SaaS Service is inoperable for use and the time when the Vendor SaaS Service is restored and available for use. Downtime does not include: (1) times when a service request is made by Customer but the Vendor SaaS Service is still in use; (2) scheduled maintenance; or (3) any time during which the Vendor SaaS Service experienced any performance or availability issues that are due to: factors beyond Vendor’s reasonable control; that resulted from Customer’s or third party hardware or software; that resulted from inaction or errors of Customer or Customer’s employees, agents or contractors; or that were caused by Customer’s (or Customer’s employee’s, agent’s or contractor’s) use of the Vendor SaaS Service after Vendor advised Customer to modify its use of the Vendor SaaS Service.

“**Equipment**” means the Equipment for any scanning or tagging of items in connection with use of a Vendor SaaS Service, as and if defined in the Agreement.

“**Vendor SaaS Service**” means the software as a service described in the Agreement and which is expressly made subject to this Service Level Agreement. For purposes of the Vendor SaaS Services, all of the Vendor SaaS Services set forth on a single Order Form shall be considered a single “**Vendor SaaS Service**”.

“**Customer**” means the counterparty to the Agreement with Vendor, to whom Vendor is providing a software as a service described in the Agreement.

“**Term**” means the term for the Vendor SaaS Service, as specified in the Agreement.

“Uptime Percentage” shall mean the amount of time in a given calendar month minus the amount of Downtime suffered during that month, divided by the total time in that calendar month.

5. Claim Process and Limitations

In order to receive the above Service Level Credits, Customer must notify Vendor in writing of the failure to meet the service level within thirty (30) days of the end of the month in which the failure occurred. Vendor will then review the claim and if it is valid, issue a response to Customer confirming the credit that will be added to the end of the Term.

6. Equipment Support

In addition to the above support for Vendor SaaS Service, Vendor will provide the following support for the Equipment: in the event of an error or malfunction of the Equipment, Vendor will repair or replace the Equipment within a reasonable amount of time, which will not take more than five (5) business days, from Customer notifying Vendor of the error or malfunction. There will be no additional charge to Customer for such repair or replacement of the Equipment, unless the error or malfunction was due to misuse or damage to the Equipment caused by Customer, in which case Vendor reserves the right to make a reasonable charge for the costs of repairing or replacing the Equipment. In the event that Vendor fails to meet the timeframe herein to repair or replace the Equipment during a calendar month, then for each failed instance, Vendor will add one (1) additional day for each day Vendor is non-compliant with this Section 6 (i.e. Days Added) to the applicable Vendor SaaS Service at no charge to Customer.

ORDER FORM: COSTCHECK

THIS ORDER FORM: COSTCHECK ("Order Form") is entered into and effective as of August 3, 2026 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("Vendor") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

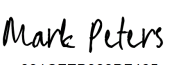
1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will make available, on a subscription basis, its web-based drug procurement data and supply chain software service ("**CostCheck Service**"). Customer will comply with all CostCheck Service access protocols and other reasonable instructions as provided by Vendor. Vendor reserves the right to implement modifications to the CostCheck Service, hosting, and technical infrastructure.
3. **Add-On Services.** In the event additional services related to this Order Form are offered to Customer by Vendor (each an "**Add-On Service**"), Customer may elect to subscribe to the Add-On Service(s) subject to its Click-Through Agreement, this Order Form, and applicable pricing. Certain Add-On Services may be provided by a third party, in which case the third party's terms and conditions will apply as agreed to in its Click-Through Agreement. Notwithstanding the foregoing, any terms and conditions in the Click-Through Agreement(s) that conflict with Customer's obligations under applicable state law shall not apply. If an Add-On Service requires an increase in Fees, the Parties shall mutually agree to an amendment of this Order Form.
4. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. **Service Fees.** Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in **Exhibit A** to this Order Form (the "**Fees**").
6. **Procurement Module.** For terms of use of the Procurement Module and its Match Service function, refer to **Exhibit B** to this Order Form.
7. **Data Restrictions.** Customer's subscription to the CostCheck Service is for Customer's internal use only and shall not be shared with, or its data disclosed to, any third party unless as expressly identified and authorized by Vendor in writing or as otherwise permitted in this Order Form. Any violation of this section shall constitute a material default by Customer under this Order Form.
8. **Disclaimer of Other Warranties.** Customer acknowledges and agrees that (i) Vendor makes no representation or warranty about the completeness, reliability or accuracy of the information or recommendations provided in the CostCheck Service; (ii) Vendor does not guarantee that any recommendations from the CostCheck Service will result in any cost savings to Customer; and (iii) the CostCheck Service is only a tool to assist Customer with its purchasing decisions, which are exclusively and solely made by Customer at Customer's own risk.
9. **No PHI.** Customer shall not disclose any PHI to Vendor in connection with this Order Form. Furthermore, Vendor warrants that use of the CostCheck Service does not require the use or disclosure of PHI. Customer warrants that it will not upload, disclose to Vendor, or input any PHI into the CostCheck Service and should Vendor receive any PHI from Customer, Vendor will immediately notify Customer and return to Customer or destroy any such PHI at Vendor's discretion.
10. **Exclusive Remedy.** For any breach of the warranties contained herein or in the applicable Documentation, Customer's exclusive remedy and Vendor's entire liability, shall be: (i) Vendor's commercially reasonable efforts to correct any non-conformity in the CostCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the CostCheck Service for the period following termination.
11. **Termination of Prior Agreement.** Upon execution of this Order Form, that certain Order Form for Bluesight Insights with an effective date of August 3, 2021, as amended, by and between University Medical Center of Southern Nevada and Bluesight, Inc. shall automatically terminate and be null and void.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

By: 
091CFEB983D7465...

Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:

Name: Mason Van Houweling

Title: Chief Executive Officer

Date:

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

EXHIBIT A TO ORDER FORM: COSTCHECK

Subscription Fee

1. Fees. Commencing on the Order Form Effective Date, Customer will pay an annual fee for access to CostCheck that is equal to \$63,525.00 ("**Subscription Fee**"). Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer. The following is the payment schedule:

<u>Annual Subscription Fee Total</u>	
8/3/2026 to 10/31/2026	\$15,881.25
11/1/2026 to 10/31/2027	\$63,525.00
After 10/31/2027, may be subject to annual increases in accordance with this section.	

2. Service. The CostCheck Service will identify Total Savings opportunities for Customer.
3. Definitions:
- 3.1. "**Total Savings**" shall mean the sum of (1) Recommended Change Savings, (2) the Overcharge Invoice Savings, (3) Contract Manager Savings, and (4) Future Feature Savings.
- 3.2. "**Recommended Change Savings**" shall mean, for the first twelve (12) months after Customer purchased a product recommended by CostCheck ("**CostCheck Recommended Product**"), the difference between what Customer would have paid for a product for the quantity invoiced, and what Customer actually paid for the CostCheck RecommendedProduct.
- 3.3. "**Overcharge Invoice Savings**" means invoice overcharges identified by CostCheck.
- 3.4. "**Contract Manager Savings**" means savings identified from the analysis of Customer's pharmaceutical purchase history details, purchasing or purchasing-related agreements, and applicable industry benchmarking data that identify anomalous price changes and/or purchase agreement discrepancies.
- 3.5. "**Future Feature Savings**" means savings identified by Vendor from any new, future features or modules that are implemented in Customer's CostCheck Subscription. The Future Feature Savings will be identified in the Total Savings.

EXHIBIT B ORDER FORM: COSTCHECK**PROCUREMENT MODULE**
Additional Terms and Conditions

1. **Definitions.** As used in this **Exhibit B**, the following terms shall have its ascribed meaning:
 - 1.1. **"Applicable Laws and Regulations"** shall mean all applicable local, state, federal, and international laws, statutes, rules and regulations, including the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §301, et seq., the Prescription Drug Marketing Act of 1987, 21 U.S.C. §351, et seq., the Drug Supply Chain Security Act, 21 U.S.C. §360eee et seq., the Controlled Substances Act, 21 U.S.C. §801, et seq., the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, state licensure requirements, and their respective implementing regulations.
 - 1.2. **"Expression of Interest" or "EOI"** shall mean a User's indication to Vendor via the Match Service that the User is interested in a Product from Supplier and wishes to explore a potential order. For the avoidance of doubt, an EOI does not include the Supplier's acceptance of such order and is not part of any sale or purchase transaction for any Product. Orders and sales occur solely between User and Supplier offline and not during use of the Procurement Module and its Match Service, even if a transaction results from the EOI.
 - 1.3. **"Product"** shall mean any product listed on the Procurement Module and its Match Service which a Supplier is offering to sell (with the actual sales transaction occurring offline solely between User and Supplier and not during use of the Procurement Module or its Match Service).
 - 1.4. **"Match Service"** shall mean the procurement services provided herein, together with any support or other services that Vendor elects to provide pursuant to this Exhibit.
 - 1.5. **"Supplier"** shall mean a party who lists its Products on the Procurement Module that it is offering to sell.
 - 1.6. **"Transaction Documents"** shall mean the transaction information, transaction history and transaction statement required by Section 582 of the Drug Supply Chain Security Act.
 - 1.7. **"User"** shall mean Customer as defined in this Order Form, that has subscribed to CostCheck, that further desires to use this Procurement Module and its Match Service function with the intent to view Products and potentially issue an EOI.
2. **About the Match Service.** The Match Service is accessible to User(s). The Match Service is intended to match User, who may have low inventory of certain Products, with offers from various Suppliers for such Products. For clarity, the Match Service does not consist of Vendor purchasing or selling, or directing the purchase or sale, of any Products. The Match Service is strictly a platform to match User who is looking to purchase, with Suppliers who are offering to sell certain Products, and allow User to communicate its interest in potentially purchasing such Products from Suppliers through EOI's. All EOI's and any offline Match Service transactions that may result are subject to any applicable policies and procedures of the Supplier. User acknowledges that the Match Service does not include any sale transaction for Products (which, for clarity, is solely between User and Supplier) or User's use of the Products.
 - 2.1. **Roles of the Parties.**
 - 2.1.1. Vendor will display Supplier's Products that are available for sale in the Match Service.
 - 2.1.2. Once User matches with an offer for a Product via the Match Service, it is in the User's discretion whether to place an EOI for such Product. If User places an EOI for a Product via the Match Service, such EOI would be followed by a separate purchase that is placed offline directly with Supplier. It is in the Supplier's discretion whether to respond to such EOI. Once a Supplier accepts an EOI, it will withdraw any applicable listing on the Match Service if the EOI will exhaust the available inventory.
 - 2.1.3. If a Supplier accepts the EOI, the Supplier is solely responsible for transacting, offline, with User, including agreeing on a binding order, invoicing and collecting payment from User (including any applicable taxes or other governmental charges), fulfilling the order, shipping and handling of the Product, facilitating returns of the Product (to the extent accepted by Supplier), addressing any recalls of (including determining if one is needed) or defects in the Product (including any and all associated costs and expenses), and addressing all customer service inquiries and complaints about the Products and transaction process for the Products. All purchases are subject to Supplier's applicable terms of sale.
 - 2.1.4. Vendor's role is to be the provider of the Match Service and facilitator of User's and Supplier's match. Vendor is not a party to the transaction for the sale and purchase of Products. Vendor (i) does not, at any time, take possession or ownership of any of the Products offered via the Match Service; (ii) is not a party to any transaction for Products offered via the Match Service; (iii) does not, at any time, take possession of any funds paid by User to Suppliers for the Products that are ordered; (iv) is not responsible for order placement, shipping and handling, quality of the Products, or returns or credits; (v) is not responsible for any errors or omissions made by the Supplier in the posting or pricing of Products or fulfillment of orders; and (vi) does not guarantee any information assigned to a Product by the Supplier on the Match Service. For any sales of Products resulting from a match in the Match Service, the applicable Supplier, and not Vendor, shall be responsible for such sales and will be recording such as account receivables. Supplier is solely responsible for completing any required regulatory submissions in connection with the creation or distribution of Products.
 - 2.2. **User Match Service Fees, Product Prices, and Payment Terms.**
 - 2.2.1. Vendor will not charge User a separate fee for using the Match Service. Unless otherwise indicated by Vendor, User will continue to be charged for the other Vendor services that it uses.
 - 2.2.2. The price of each Product and the information associated with such Product (e.g., name, size, quantity) is provided by the applicable Supplier and will be displayed via the Match Service. Prices displayed via the Match Service are subject to change without notice to User. The price charged for a Product will be the price advertised on the Match Service at the time the EOI is placed, subject to any terms of the applicable Supplier. The timing of payment for the Products, any assessment of late fees (if applicable), and any other payment terms for a Product are subject to the applicable Supplier's terms of sale.
 - 2.3. **Shipping.** For all Products purchased by User, the applicable Supplier will ship such Products directly to User. All shipping

updates and notifications will be provided directly by the Supplier. Vendor is not responsible for any delays, mishandling, or other shipping errors. For any questions about shipments, please contact the applicable Supplier directly.

- 2.4. **Returns, Recalls, and Defects.** Suppliers' responses to EOI's occur separate from the Match Service. User hereby acknowledges that if its EOI specifies a quantity of Product, then unless otherwise explicitly stated in writing by the Supplier, upon a Supplier's acceptance of an EOI, an order for such Product is created and is final and binding. Unless there is a defect in, or recall of, a Product, or a Product has otherwise been explicitly designated as eligible for a return by the applicable Supplier, Suppliers will not accept a return of any type for a Product. To the extent a Supplier accepts a return, such return is subject to the applicable Supplier's terms and conditions. As between Vendor and the Suppliers, the Suppliers are solely responsible for all recalls of, and defects in, any of their respective Products. For any questions about returns, recalls, or defective Products, please direct all contact to the applicable Supplier.

3. **User Eligibility and Access.**

- 3.1. While User may view and place an EOI for available Products on the Match Service, to proceed with ordering a Product, User must be a customer of such Supplier. The Supplier has the right to decide, in its sole discretion, whether to accept User as a customer. As a customer of a Supplier, User may be subject to additional terms and conditions from such applicable Supplier.
- 3.2. To access the Match Service, User may be asked to provide certain registration details or other information (e.g., providing a Drug Enforcement Agency registration number or other information to show the eligibility to make purchases in accordance with Applicable Laws and Regulations). As a condition of User's use of the Match Service, all information User provides through the Match Service must be accurate, current, and complete. By placing an EOI for a Product via the Match Service, User hereby authorizes Vendor to share its identity, contact information, and other required information with the applicable Supplier for purposes of facilitating such EOI. User is responsible for the accuracy and completeness of such data.
- 3.3. By accessing the Match Service, User understands and agrees that Suppliers may impose additional requirements, including background checks, licensing verifications, credit reports, credit applications, and other restrictions on User to purchase Products. Vendor is not responsible for determining these requirements, supplying such information or evaluating the information provided.
- 3.4. Vendor reasonably reserves the right to refuse the Match Service to User.

4. **Third Party Links and Materials.** To the extent that the Match Service contains links to other sites and materials provided by third parties (including Suppliers), these links are provided strictly for convenience only and not as an endorsement by Vendor of the contents on such third party sites or materials. Vendor has no control over the content of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from User's use of them. If User decides to access any of the third party websites or materials linked to the Match Service, User does so entirely at its own risk and subject to the terms and conditions of use for such resources. User acknowledges that Vendor is not responsible for the content of linked third party websites or materials and that Vendor does not make any representations regarding the content contained in such websites or materials. User further acknowledges and agrees that Vendor will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource.

5. **Changes to Match Service; Suspension; Termination.**

- 5.1. Vendor may, in its absolute discretion, modify, suspend, or discontinue any part of the Match Service at any time with or without notice. Vendor may also at its discretion engage new or alternative third party service providers with respect to any aspect of the Match Service. By registering or using the services of any such third parties, User thereby provides its consent to any applicable, additional terms and conditions of such third parties as they may be amended from time to time, including any change to the third party service provider itself; provided, however, that no such third party rules or restrictions shall apply to Customer if these additional terms and conditions are in conflict with Customer's obligations under applicable state law.
- 5.2. Vendor may, in its absolute reasonable discretion, restrict or suspend User's access to the Match Service or its account at any time with or without notice. Vendor reasonably reserves the right to suspend or cancel any EOI or other offer for purchase or sale of a Product at any time.
- 5.3. Vendor may terminate this Exhibit at any time upon at least thirty (30) days' prior written notice to User. In addition, Vendor may terminate this Exhibit effective immediately upon written notice to User in the event that developing or operating the Match Service would subject (or is likely to subject) Vendor to additional legal or regulatory obligations, including FDA regulatory or state licensure obligations, as determined in the good faith judgment of Vendor.
- 5.4. Upon the suspension or termination of User's access to the Match Service, or upon notice from Vendor, all rights granted to User under this Exhibit will cease immediately, and User agrees to immediately discontinue its use of the Match Service.
- 5.5. Vendor may also delete, in its sole discretion, any of User's Data (as defined below) in Vendor's possession upon termination of this Exhibit.
- 5.6. If User's account is terminated or suspended, User is still required to complete any transactions it entered into and fulfill any other obligations it incurred prior to the date of such termination or suspension. Any suspension or termination will not affect User's obligations to Vendor under this Order Form.

6. **Acknowledgement and Disclaimer of Warranties.**

- 6.1. Vendor is not involved in, or a party to, any transaction between User and a Supplier, nor is Vendor a trading partner subject to the responsibilities of a trading partner under the Drug Supply Chain Security Act, 21 U.S.C. §360eee et seq. Vendor does not and cannot guarantee the quality, legality or safety of Products offered for sale and advertised via the Match Service. User acknowledges that Vendor cannot guarantee the completeness or accuracy of any Transaction Documents. Vendor is not responsible for any damages of any kind arising from, or relating to, any of the Products sold as a result of a match made on the Match Service. Vendor does not guarantee the truthfulness or accuracy of marketing materials used by any Suppliers. Vendor is not responsible for performing any due diligence on any Suppliers, including the following: regulatory, compliance,

pedigree verification, proper licensing, or financial or creditworthiness on any Supplier. Vendor cannot guarantee the legal or financial ability of its Suppliers to conduct or complete any transaction. Vendor does not guarantee current availability of inventory for the Products offered by Suppliers.

- 6.2. Vendor does not manufacture or control any of the Products listed on the Match Service. The availability of Products through the Match Service does not indicate Vendor's affiliation with or endorsement of any Product, manufacturer, or Supplier. Accordingly, Vendor does not provide any warranties with respect to the Products listed on the Match Service. However, the Products listed on the Match Service may be covered by the manufacturer's warranty as may be detailed in the Product's description on the Match Service and included with the Product. To obtain warranty service for defective Products, please follow the instructions included in the manufacturer's warranty.
 - 6.3. Vendor does not represent or warrant that Products purchased as a result of a match made on the Match Service will be eligible for reimbursement from third party payors.
 - 6.4. THE MATCH SERVICE IS PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. VENDOR DOES NOT WARRANT AND MAKES NO REPRESENTATION OF ANY KIND (I) WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE MATCH SERVICE, (II) THAT THE MATCH SERVICE WILL MEET USER'S REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT (E.G., NO GUARANTEE OF ANY MATCHES FOR PRODUCTS OR THAT INVENTORY WILL BE AVAILABLE), (III) THAT USER(S) ACCESS TO THE MATCH SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, (IV) THAT THE MATCH SERVICE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR (V) THAT DATA PROVIDED THROUGH THE MATCH SERVICE WILL BE ACCURATE.
 - 6.5. USER AFFIRMS THAT VENDOR SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF A SUPPLIER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS WITH USER.
7. **Investigations and Disclosure of Information.** Vendor may investigate complaints and violations of this Exhibit. User agrees to reasonably cooperate with such investigations. User agrees that Vendor may report any activity that is suspected to violate any Applicable Laws and Regulations to appropriate law enforcement officials, regulators, or other relevant third parties.

ORDER FORM: CONTROLCHECK

THIS ORDER FORM: CONTROLCHECK ("Order Form") is entered into and effective as of November 1, 2025 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("**Vendor**") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("**Customer**"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will make available, on a subscription basis, its web-based controlled substance software service that assists providers in auditing and tracking its controlled substances by integrating data from automatic dispensing cabinets, electronic medical records, and other Customer technology solutions ("**ControlCheck Service**"). Vendor reserves the right to implement modifications to the ControlCheck Service, hosting, and technical infrastructure.
3. **Certain Obligations of the Parties.** Vendor will use commercially reasonable efforts throughout the Term to provide ControlCheck Service in a manner that meets or exceeds the applicable service levels in the Service Level Agreement (refer to **Exhibit A** of the Agreement). Subject to mutual written agreement, Vendor may charge additional fees for new products and services, and Customer may elect to purchase subscriptions to new products or services at Customer's sole discretion.
4. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. **Service Fees.** Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in the Exhibit(s) (the "**Fees**").
6. **Customer Acknowledgement.** Customer acknowledges and agrees that Customer is responsible for the dispensation, distribution, and tracking of its pharmaceuticals. Although Vendor is providing the Services that facilitate the auditing and tracking of such pharmaceuticals, it is Customer that is solely responsible for ensuring the proper dispensation and distribution of such pharmaceuticals and tracking such inventory. The Parties acknowledge and agree that Authorized Personnel may include third party service providers who will use the Services on Customer's behalf.
7. **Customer Data Systems.** Customer acknowledges and agrees that Vendor's ability to deliver its Services is contingent upon Customer's type of data systems. Certain data systems may not support integration with Vendor's Services, despite Vendor's diligent efforts. In the event a Customer data system is not compatible with Vendor's Services, it shall be excluded from implementation.
8. **Patient Privacy.** Vendor and Customer shall take all actions that are necessary to comply with HIPAA and all other federal, state and local applicable healthcare laws governing patient privacy. The Parties acknowledge that Vendor may at times act as a "business associate" (as defined in HIPAA) when providing its ControlCheck Service, and the Parties agree that such circumstances shall be governed by a Business Associate Agreement executed by the Parties.
9. **Exclusive Remedy.** For any breach of the warranties contained herein or in the applicable Documentation, Customer's exclusive remedy and Vendor's entire liability, shall be: (i) Vendor's commercially reasonable efforts to correct any non-conformity in the ControlCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the ControlCheck Service for the period following termination.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR

BLUESIGHT, INC.,
a Delaware corporation

Signed By:
By: *Mark Peters*
091CFEB983D7465...
Name: Mark Peters

Title: CFO

Date: 10/7/2025

Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314

CUSTOMER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:
Name: Mason Van Houweling
Title: Chief Executive Officer
Date:
Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: CONTROLCHECK

Subscription Fee

1. Affiliates. Customer's Affiliates below have elected to receive Services pursuant to this Order Form and each Affiliate hereby agrees to comply with the terms thereof and any other governing agreement to which it is made a part of.
2. Fees. Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced annually, in advance, for the Subscription Fee. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer.

Annual Subscription Fee For ControlCheck						
Hospital Name	Nursing Module	OR Module	Pharmacy Module	Total Annual Subscription	Multi-Product Discount	Discounted Total Fee for Hospital
University Medical Center of Southern Nevada	☒	☒	☒	\$95,830.00	(\$35,830.00)	\$60,000.00

Additional Fees (as applicable)

Minimum annual licensing fee (inclusive of all modules selected)	N/A
Adapter Upgrade Fee*:	\$10,000.00 per adapter upgrade (Adapter upgrade is only applicable if Customer upgrades its EHR sources system)
Custom Reporting:	\$125.00 per hour to customize reports (Customer's allocated budget for pre-approved Custom Reporting is NTE \$2,500 per year)
Commercial License includes:	All implementation and training 24/7 live customer support Additional information available online

Purchase Order (PO) #:

Accounts Payable Contact Name:

Accounts Payable Email Address:

Accounts Payable Phone #:

Please email any vendor set-up questions/information to: accounts-receivable@bluesight.com

ORDER FORM: KITCHECK

THIS ORDER FORM: KITCHECK ("Order Form") is entered into and effective as of November 1, 2025 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("Vendor") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will provide certain hardware, as detailed in **Exhibit A** (the "**Equipment**"), a web-based software to enable providers to automate their pharmacy kit processing, and the automatic shipment of RFID Tags directly provided by Vendor (the "**KitCheck Service**"). The Equipment and KitCheck Service, together with any other installation, support or other services that Vendor elects to provide to Customer pursuant to this Order Form, are referred to collectively as the "**Service(s)**".
3. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
4. **Customer Data.** Upon the expiration or termination of this Order Form, Customer may retrieve a copy of its Customer Data hosted by Vendor in a database-importable format such as Excel or CSV (the "**Data Retrieval**") but must cease all use of or access to Vendor's Services and Vendor may disable all other portions of the KitCheck Service. Vendor may also delete, in its sole discretion, any Customer Data in Vendor's possession after ninety (90) days from the expiration or termination of this Order Form.
5. **Service Fees.** The Services require Customer's purchase of RFID labels/tags from Vendor ("**Vendor Tags**") or an authorized Vendor Tag distributor ("**Third Party Tags**", and together with Vendor Tags, the "**Tags**"). Use of the Services, including the Equipment, is included in the Annual Subscription Fee as set forth in the Exhibit(s).
6. **Equipment.** Vendor will provide Customer with certain Equipment detailed in **Exhibit A** for Customer's use in accordance with the terms and conditions set forth in this Order Form. Vendor retains ownership and title to all Equipment provided by Vendor to Customer for use during the Term of this Order Form. Customer will not have an ownership interest in the Equipment. In no event shall Customer transfer or sell the Equipment. Customer will keep the Equipment free from all encumbrances and will provide and sign reasonably requested documents from Vendor for Vendor to maintain its interest in the Equipment. If this Order Form is terminated for any reason, Customer will promptly return the Equipment to Vendor, at Vendor's sole expense. Customer shall be responsible for insuring the Equipment while on Customer's premises.
7. **Custody and Care.** Vendor shall be responsible for servicing the Equipment consistent with the manufacturer's requirements and recommendations. Customer is liable for the loss of the Equipment while on Customer's premises. In the event Customer is responsible for the loss of the Equipment, Customer shall be responsible for the fair market value of the Equipment at the time of loss. Customer will be charged for all damage to Equipment caused by the negligence or willful misconduct of Customer. Customer shall not move the Equipment from Customer's facility, without written permission from Vendor. Customer shall not make any unauthorized modifications, alterations or additions to the Equipment. Customer shall notify Vendor promptly of any lost or damaged Equipment. Vendor may inspect all or part of the Equipment at any time, with reasonable written notice to Customer and during normal business hours. The risk of loss or damage to the Equipment and RFID Tags shall pass to Customer upon delivery of such Equipment and RFID Tags at Customer's location.
8. **Tag Quality.** Customer may use Third Party Tags with the Equipment. Third Party Tags may be either compatible or non-compatible. Compatible Third Party Tags meet Vendor's approved certification process. For any non-compatible Third Party Tags, Vendor's representations, warranties and indemnification obligations in the MSA will not apply as of the date of first use.
9. **Customer Acknowledgment.** Customer acknowledges and agrees that Customer is responsible for processing pharmacy kits as part of its daily operations. Although Vendor is providing the Equipment, Vendor Tags, and KitCheck Service to facilitate the automation of this existing process, it is Customer that is solely responsible for ensuring the proper processing of any pharmacy kits. The Parties acknowledge and agree that Authorized Personnel may include third party service providers who will operate the Equipment, apply the Tags, and utilize the KitCheck Service on Customer's behalf. The Parties further acknowledge and agree that Vendor's services do not include its operation of the Equipment or the application of any Tags, and that Vendor shall have no responsibilities related to the processing of any pharmacy kits.

10. No PHI. Customer shall not disclose any PHI to Vendor in connection with this Order Form. Furthermore, Vendor warrants that use of the Equipment and Services does not require the use or disclosure of PHI. Customer warrants that it will not upload, disclose to Vendor, or input any PHI into the KitCheck Service and should Vendor receive any PHI from Customer, Vendor will immediately notify Customer and return to Customer or destroy any such PHI at Vendor's discretion.
11. Customer Aggregation. Customer shall identify any participating Affiliates in **Exhibit A**. Customer's execution of this Order Form indicates its Affiliates' agreement and acceptance of the terms herein.
12. Termination of Prior Agreement. Upon execution of this Order Form, that certain Placed Equipment Agreement with an effective date of June 18, 2020, by and between Kit Check, Inc. and University Medical Center of Southern Nevada shall automatically terminate and be null and void.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR	CUSTOMER
BLUESIGHT, INC. , a Delaware corporation	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By:  091CFEB983D7465...	By:
Name: Mark Peters	Name: Mason Van Houweling
Title: CFO	Title: Chief Executive Officer
Date: 10/7/2025	Date:
Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314	Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: KITCHECK

KitCheck Product and Service Description and Subscription Fee

1. Subscription Tags:

The Annual Subscription Fee includes certain Equipment, web-based software to enable Customer to automate its pharmacy kit processing, and the automatic shipment of RFID Tags directly provided by Vendor. Only through an Annual Subscription may Customer use Pre-Tagged products, provided that the Tags: (i) only use RFID inlays that are ARC Specification S certified; and (ii) must be registered in the Vendor Registry.

2. Annual Subscription Fee:

The Annual Subscription Fee is based on Customer’s and its Facilities’ (a) total number of Beds or OR/Procedural Rooms (as applicable); and (b) its corresponding Module for each of Customer’s Facilities. The two separate Modules are based on the RFID Tag’s destination in Customer’s facility: (a) Central Pharmacy (“CP”); or (b) Operating/Procedural Room (“OR”). Vendor will automatically ship RFID Tags to Customer and its Facilities, within seven (7) calendar days of the beginning of each month (“Auto-Ship”).

Facility and Module Identification:

Facility Name	Selected Module			
	CP	# of Beds	OR	# of OR/Procedural Rooms
University Medical Center of Southern Nevada	☒	537		

Annual Subscription Fee Total
\$18,000.00

3. Changes in Customer/Facility Status:

Since the Annual Subscription Fee is dependent on the number of subscribing Facilities, the Module(s) selected, and the total number of Beds or OR/Procedural Rooms (as applicable), Customer must immediately notify Vendor in writing if Customer desires to include additional subscribing Facilities, change Modules for any of its Facilities, update a current Facilities’ number of Beds or OR/Procedural Rooms (as applicable), or needs additional Equipment.

4. Payment Terms:

The Annual Subscription Fee is due as of the Order Form Effective Date, and then annually thereafter, in advance, on the anniversary of such date. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days’ notice to Customer.

5. Aggregation Pricing:

If Customer is part of a hospital system and desires to use the Services at other hospitals within the system, Customer agrees that: (i) this Order Form shall also govern the supply of Services to any hospital in the system in which Customer participates; (ii) Customer is responsible for ensuring that all other hospitals within the system that use the Services agree to comply with the terms of this Order Form; and (iii) Customer will be fully liable and responsible for any breach of this Order Form by any hospital within the system. Customer and its aggregating facilities, if any, are listed in the “Facility and Module Identification” table above.

6. Equipment:

A functioning set of one (1) Scanning Station and one (1) Barcode Scanner (the “Equipment”), per Facility, is included in the Annual Subscription Fee. Existing Facilities are not eligible for additional or replacement Equipment unless such Equipment is not functioning as intended. Subject to mutual written agreement, any requests for additional or replacement Equipment (unless due to malfunctioning Equipment) is subject to the “Additional Equipment” fees as detailed in the table below.

Implementation, Training, and Equipment (Only For New Facilities):

Implementation & Training	Remote (Available For Facilities Only Using the CP Module)	On-Site (Available For Facilities Using the OR Module)
Online/Remote Training Time	Up to 20 Hours	Billed at \$2,000.00 per 8 Hour Block
On-Site Implementation & Training Time	N/A	Billed at \$2,500.00 per 8 Hour Block
Travel Expenses	N/A	Billed as Incurred
Total Implementation Fees	\$5,000.00	\$15,000.00 Minimum Per Facility

Additional Equipment

	Additional Equipment Fee (Added to Annual Subscription Fee)
Standard Size Scanning Station "Small" Scanning Station "Medium" Scanning Station "Mobile Cart" Scanning Station (Does not include the cart)	\$3,000.00 per year
"Large" and/or customized scanning station	Price to be scoped based on requirements

The Implementation, Training, and Equipment fees are due prior to service implementation for each Facility.

Reporting & Charge Sheet Customization:

Custom Reporting	A \$125.00 per-hour fee will be charged to customize reports.
Customize Charge Sheet	There is a \$250.00 charge per customization to modify the Member's Charge Sheet.

Customer's allocated budget for pre-approved Custom Reporting and/or Charge Sheet is **NTE \$3,000 per year**.

ORDER FORM: 340BCHECK

THIS ORDER FORM: 340BCHECK ("Order Form") is entered into and effective as of November 1, 2025 ("Order Form Effective Date") by and between **BLUESIGHT, INC.**, a Delaware corporation ("Vendor") and **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Customer"). Both Vendor and Customer are sometimes collectively referred to as the "**Parties**" and individually as a "**Party**".

1. **Agreement.** This Order Form incorporates by reference the terms of that certain Master Services Agreement between Vendor and Customer dated _____ (the "**MSA**", and together with the Order Form, the "**Agreement**"). To the extent any terms or provisions of this Order Form conflict with the terms and provisions of the MSA, the terms and provisions of the MSA shall control, except to the extent this Order Form specifically states the Parties' intent that this Order Form control with respect to a particular matter. Terms used but not otherwise defined herein will have the meaning set forth in the MSA.
2. **Vendor Services.** Pursuant to this Order Form, Vendor will use commercially reasonable efforts to make available its web-based 340B compliance software service in accordance with the Scope of Services attached hereto as **Exhibit A** to this Order Form ("**340BCheck Service**"). Vendor reserves the right to implement modifications to the 340BCheck Service, hosting, and technical infrastructure.
3. **Add-On Services.** Subject to mutual written agreement, Vendor may charge additional fees for new products and services, and Customer may elect to purchase subscriptions to new products or services at Customer's sole discretion.
4. **Term.** The term of this Order Form shall commence on the Order Form Effective Date and continue in full force and effect through October 31, 2028 (the "**Initial Term**"). At the end of the Initial Term, this Order Form may be extended for two 1-year periods (each a "**Renewal Term**") upon mutual agreement of the Parties. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "**Term**". On or after November 1, 2027, either Party may terminate this Order Form without cause upon ninety (90) days' prior written notice, and Customer is entitled to recover from Vendor any pro-rated portion of any prepaid amounts for Services not rendered through the date of termination. Refunds will be paid within thirty (30) days of written request.
5. **Service Fees.** Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced for the annual Fees listed in **Exhibit B** to this Order Form (the "**Fees**").
6. **Customer Acknowledgement.** Although Vendor is providing the Services that assist Customer with its compliance with regulatory requirements and efforts required to prepare for, provide, and respond to applicable regulatory agency audits, Customer acknowledges that the 340BCheck Service is a tool to supplement its current processes and should not be used as the sole method of ensuring it meets the requirements and compliance of the 340B Program (Section 340B of the Public Health Service Act, 42 U.S.C. § 256b).
7. **Patient Privacy.** Vendor and Customer shall take all actions that are necessary to comply with HIPAA and all other federal, state and local applicable healthcare laws governing patient privacy. The Parties acknowledge that Vendor may at times act as a "business associate" (as defined in HIPAA) when providing its 340BCheck Service, and the Parties agree that such circumstances shall be governed by a Business Associate Agreement executed by the Parties.
8. **Exclusive Remedy.** For any breach of the warranties contained herein or in the applicable Documentation, Customer's exclusive remedy and Vendor's entire liability, shall be: (i) Vendor's commercially reasonable efforts to correct any non-conformity in the 340BCheck Service as detailed in a written notice to Vendor from Customer; or (ii) in the event Vendor is unable to correct the non-conformity, Customer may terminate this Order Form and receive a prorated refund of prepaid Fees that correspond to any unused portion of the 340BCheck Service for the period following termination.

[The remainder of this page is left intentionally blank. The signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Order Form through their duly authorized representatives as of the Order Form Effective Date.

VENDOR	CUSTOMER
BLUESIGHT, INC. , a Delaware corporation	UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
By:  Signed by: 091CFEB983D7465...	By:
Name: Mark Peters	Name: Mason Van Houweling
Title: CFO	Title: Chief Executive Officer
Date: 10/7/2025	Date:
Address: 1800 Duke Street, Suite 108, Alexandria, Virginia 22314	Address: 1800 W. Charleston Blvd., Las Vegas, Nevada 89102

EXHIBIT A TO ORDER FORM: 340BCHECK

Scope of Services

The 340BCheck Service include the following features:

- Dashboards to track and reconcile key data associated with covered entities, affiliates, and pharmacies.
- Workflow screens and deficiency lists to support Health Resources and Services Administration (HRSA) requirements.
- System user notification of tasks assigned, compliance reporting due dates, and alerting when overdue.
- Dashboards to support the 340B compliance team and executives.
- Related written materials and related documentation.
- Updates as they become available.

EXHIBIT B TO ORDER FORM: 340BCHECK

Subscription Fee

1. Affiliates. Customer's Affiliates below have elected to receive the 340BCheck Service pursuant to this Order Form and each Affiliate hereby agrees to comply with the terms thereof and any other governing agreement to which it is made a part of.
2. Fees. Commencing on the Order Form Effective Date and during the Term of this Order Form, Customer will be invoiced annually, in advance, for the Subscription Fee. Vendor, in its sole discretion, may annually increase the Subscription Fee by up to four percent (4%) upon thirty (30) days' notice to Customer.

340BCheck Annual Subscription Fee	
Number of Participating Hospitals	Annual Subscription Fee
1	\$28,125.00

Participating Hospitals	
Hospital Name	Address
University Medical Center of Southern Nevada	1800 W. Charleston Blvd. Las Vegas, NV 89102

Additional (Optional) Services

Implementation. Remote Implementation is included in the Annual Subscription Fee.

Expanded Implementation. If additional assistance with document uploads, non-interpretive data entry, and template creation after implementation is requested, these services will be billed at the rate of \$180.00 per hour.

Single Sign-On. If Single Sign-On functionality is requested, Customer will be responsible for the additional annual fee.

Please email any Vendor set-up questions/information to: accounts-receivable@bluesight.com

3. Payment Processing.

- 3.1. Is a Purchaser Order ("PO") number required to process the Annual Fee? Yes: ☒ No: ☐
- 3.2. Purchaser Order #: _____
- 3.3. Finance Contact Name (PO creator): _____
- 3.4. Accounts Payable Contact Name: _____
- 3.5. Accounts Payable Email Address: _____
- 3.6. Accounts Payable Telephone Number: _____

4. Payment Methods.

- 4.1. Service Fees will be paid through Automated Clearing House payments ("ACH"). Customer shall complete an ACH Form.
- 4.2. The following payment methods may also be accepted with additional processing fees applied against the total invoice amount:
- 4.2.1. Credit Card: 3% processing fee
 - 4.2.2. Third Party Accounts Payable solutions (e.g. Paymode): 2% processing fee
 - 4.2.3. Check: 1% processing fee

Business Associate Agreement

This Business Associate Agreement (the “Agreement”) is made effective as of the later signature date of the parties below (the “Effective Date”) 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 **Bluesight, Inc.**, a Delaware corporation, with its principal place of business at 1800 Duke Street, Suite 108, Alexandria, Virginia 22314 (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 certain responsibilities, obligations, and services under the Underlying Agreement(s) (the “Services”).

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. DEFINITIONS

“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. For purposes of this Agreement, Protected Health Information shall be limited to such information created or received by Business Associate from or on behalf of Covered Entity pursuant to the Underlying Agreement(s). 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, Required by Law, 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.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate shall use and disclose Protected Health information subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to only use or disclose Protected Health Information:
 - (i) As required or permitted to perform its Services as set forth in the Underlying Agreement(s) between the Parties;
 - (ii) As required or permitted under this Agreement; or
 - (iii) as Required by Law, rule or regulation, or by accrediting or credentialing organizations to whom Covered Entity is required to disclose such Protected Health Information.
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate shall execute a

“Business Associate Agreement” with Subcontractor as defined in the HIPAA Rules that includes restrictions and conditions that are at least as restrictive as the restrictions and conditions that apply to Business Associate under this Agreement in accordance with 45 CFR 164.502(e)(1)(ii) and 45 CFR 164.308(b)(2)).

(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 from any third party, 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.

(e) Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by the Privacy Rule.

(f) Business Associate will De-identify Protected Health Information provided that such de-identification is performed in accordance with 45 C.F.R. § 164.514. Business Associate may use or disclose De-identified data as necessary to provide its Services under the Underlying Agreement.

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 successful unauthorized access, use, disclosure, modification, or destruction of Protected Health Information in the possession or control of Business Associate, or interference with Business Associate’s system operations in an information system (“Security Incident”) upon discovery of the successful Security Incident. The Parties agree and acknowledge that this subsection constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) of which no additional notice shall be required to be provided to Covered Entity. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service, malware, such as viruses and worms, or any combination of the above, so long as such incidents do not result in unauthorized access, Use, or Disclosure of PHI or EPHI.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information by Business Associate (“Breach”) occurs, Business Associate agrees:

- (i) To notify Covered Entity’s Chief Privacy Officer promptly upon Business Associate’s discovery of such Breach, and
- (ii) Within fifteen (15) business days of the discovery of the Breach, provide Covered Entity with all required content of notification, to the extent known by Business Associate at such time, in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To reasonably cooperate with Covered Entity’s analysis and final determination on whether Covered Entity shall notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To reimburse Covered Entity for actual and reasonable costs incurred associated with legally required notifications to affected individuals and reasonable and necessary costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) Upon Covered Entity’s written request, not to exceed more than once per calendar year and subject to a Non-Disclosure Agreement, Business Associate will provide to Covered Entity a copy of its most recent SOC 2 Type 2 report.
- (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) Upon Covered Entity’s written Request, Business Associate agrees:

- (i) To the extent it is timely informed, in writing, by Covered Entity, 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 promptly notified by Covered Entity.
- (ii) To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, 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 Covered Entity. If Business Associate receives a request for access directly from an Individual, Business Associate shall promptly notify Covered Entity of such request and Covered Entity shall respond directly to the Individual.

(iii) To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, 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. If Business Associate receives a request for amendment directly from an Individual, Business Associate shall promptly notify Covered Entity of such request and Covered Entity shall respond directly to the Individual.

(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 fifteen (15) business days of a written request from Covered Entity.

VII. OBLIGATIONS OF COVERED ENTITY

- (a) Covered Entity shall promptly notify Business Associate, in writing, of limitation(s) in its Notice of Privacy Practices in accordance with 45 C.F.R. § 164.520, to the extent such limitation affects Business Associate's permitted Uses and Disclosures.
- (b) Covered Entity shall promptly notify Business Associate, in writing, of changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
- (c) Covered Entity shall promptly notify Business Associate, in writing, of restriction(s) in the Use or Disclosure of Protected Health Information to which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
- (d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.
- (e) Covered Entity shall not provide Business Associate with more Protected Health Information than that which is minimally necessary for Business Associate to perform its obligations pursuant to the Underlying Agreement.
- (f) Covered Entity acknowledges and agrees that Protected Health Information that has been De-identified in accordance with Section III(f) of this Agreement shall not thereafter be considered PHI or be subject to this Agreement.
- (g) With respect to all Protected Health Information created, used, maintained, transmitted, or disclosed by Covered Entity to Business Associate using the Services provided in the Underlying Agreement, Covered Entity will (i) comply with HIPAA with respect to Electronic Protected Health Information, (ii) implement all reasonable and appropriate administrative, physical, and technical safeguards designed to protect the confidentiality, integrity and availability of the Protected Health Information and to prevent use or disclosure of Protected Health Information not provided for by this Agreement, and (iii) report to Business Associate, within ten (10) business days of Discovery, any use or disclosure of Protected Health Information not permitted by

HIPAA related to Covered Entity's use of Business Associate's Services under the Underlying Agreement.

VIII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, the non-breaching Party shall have the right to terminate this Agreement and the Underlying Agreement immediately if the non-breaching Party determines that the other Party has violated any material term of this Agreement (the "Breaching Party") and the breach is incurable. For any curable breach, the non-breaching Party shall provide written notice of the breach or violation to the Breaching Party and the Breaching Party must cure the breach or end the violation on or before thirty (30) days after receipt of the written notice, or the non-breaching Party may terminate this Agreement and the Underlying Agreement. If the non-breaching Party reasonably believes that the Breaching Party will violate a material term of this Agreement and, where practicable, the non-breaching Party gives written notice to the Breaching Party of such belief within a reasonable time after forming such belief, and the Breaching Party fails to provide adequate written assurances to the non-breaching Party 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 the non-breaching Party shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement or the Underlying Agreement(s), whichever occurs first, if commercially 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 confirmation to Covered Entity that such Protected Health Information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not commercially 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 commercially not feasible.

IX. MISCELLANEOUS

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 the Parties under this Section shall survive the expiration, termination, or cancellation of this Agreement, and the Underlying Agreement(s), and shall continue to bind the Parties and their 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 the Underlying Agreement(s). 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 (30) 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 30-day period, this Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

Any provision in the Underlying Agreement that is directly contradictory to one or more terms of this Agreement related to the privacy and security of PHI (“Contradictory Term”) shall be superseded by the terms of this Agreement only to the extent of the contradiction, only for the purpose of the Parties’ compliance with HIPAA, and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.

X. NOTICES

Whenever under this Agreement a Party is required to give notice to the other Party, such notice shall be deemed given if mailed by First Class Certified United States mail, return receipt requested, postage prepaid or hand-delivered, including recognized overnight courier service, with confirmed receipt, and addressed as follows:

To Business Associate:	Bluesight, Inc. 1800 Duke Street, Suite 108 Alexandria, Virginia 22314 Attn: VP of Legal
To Covered Entity:	University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, Nevada 89102 Attn: Legal Department
With a copy to:	University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, Nevada 89102 Attn: Privacy Officer
And emailed to:	privacy@umcsn.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COVERED ENTITY:

By: _____

Mason Van Houweling

Title: CEO

Date: _____

BUSINESS ASSOCIATE:

Signed by:
By:  _____
091CFEB988D7465...

Name: Mark Peters _____

Title: CFO _____

Date: 10/7/2025 _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply) N/A						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name:		Bluesight, Inc.				
(Include d.b.a., if applicable)						
Street Address:		1800 Duke Street, Suite 108		Website: bluesight.com		
City, State and Zip Code:		Alexandria, Virginia 22314		POC Name: Hannah Chupp Email: hannah.chupp@bluesight.com		
Telephone No:		N/A		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A Email: N/A		

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

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

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

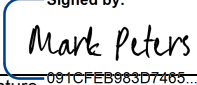
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mainsheet AcquireCo, Inc.	Corporation	100%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signed by:

Signature 091CFE8963D7465...

Mark Peters
Print Name
10/14/2025
Date
CFO
Title

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

Issue: Agreement for Construction Management Services with Grand Canyon Construction, 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 Agreement for Construction Management Services with Grand Canyon Construction, Inc.; execute future amendments and extensions; 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: Construction management services for UMC's Acute Rehab Center Project	
Bid/RFP/CBE: NRS 332.115(1)(b) (professional services)	
Term: Three Years	
Amount: Not-to-Exceed \$1,186,350.00	
Out Clause: UMC may terminate for cause with 15 days' prior notice to the vendor.	

BACKGROUND:

This request is to enter into the Agreement for Construction Management Services for UMC's Acute Rehab Center Project (the "Agreement") with Grand Canyon Construction, Inc. D/B/A Grand Canyon Development Partners ("Grand Canyon").

Grand Canyon will provide services through three separate phases of the contemplated Acute Rehab Center Project ("Project"). The Project, as envisioned, is a 30-bed rehab unit, anticipated to be on the fourth and fifth floors of the UMC Trauma Building. The phases are preconstruction, construction, and closeout. During each phase, Grand Canyon will work with UMC's architect and staff to, in part, ensure a general contractor is selected, assist in permitting and monitoring of site plans, oversee the work of contractors, attend construction meetings, and finalize the closeout process.

UMC staff also requests authorization for the UMC CEO to exercise any extensions or amendments that UMC deems necessary for the completion of the Project. UMC may terminate for cause with 15 days' prior notice to Grand Canyon.

UMC's Business Development Officer has reviewed and recommends approval of the Agreement. The Agreement has been approved as to form by UMC's Office of General Counsel.

Cleared for Agenda
October 29, 2025

Agenda Item #

10

This Agreement was reviewed by the Governing Board Audit and Finance Committee at its October 22, 2025 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR UMC'S ACUTE REHAB CENTER PROJECT

GRAND CANYON CONSTRUCTION, INC. D/B/A GRAND CANYON DEVELOPMENT PARTNERS
NAME OF FIRM
Vincent Tatum, President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
6841 S. Eastern Ave, #103, Las Vegas, NV, 89119
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 492-5300
(AREA CODE) AND TELEPHONE NUMBER
vtatum@grandcanyoninc.com
E-MAIL ADDRESS

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES FOR UMC'S ACUTE REHAB CENTER PROJECT

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 GRAND CANYON CONSTRUCTION, INC. D/B/A GRAND CANYON DEVELOPMENT PARTNERS, (hereinafter referred to as "COMPANY"), for professional services, including, but not limited to, construction management and consulting, related to the HOSPITAL'S Acute Rehab Center Project, as further set forth on the attached **Exhibit A** (hereinafter referred to as the "PROJECT").

W I T N E S S E T H:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance **not-to-exceed \$1,186,350.00** as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date through the earlier of: (i) the date of completion of all work related to UMC's Acute Rehab Center Project, or (ii) the date that is three (3) years following the Effective Date ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) at the rates set forth on the attached fee schedule, not-to-exceed the sum of \$1,078,500 before any contingency, as explained in the following Section II(A)(2), is added. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY.
2. A not-to-exceed amount of 10% of the sum of COMPANY'S fees is reflected on the Fee Schedule in **Exhibit A** as "Construction Conflict and Additional Work Allowance." This work may consist of that which is unanticipated and not otherwise covered in the Scope of Work. COMPANY shall submit in writing a cost breakdown to include labor, materials required and time to complete to HOSPITAL's representative for review. This work shall not be performed and payment shall not be made until COMPANY is instructed to proceed by HOSPITAL's representative in writing. COMPANY and HOSPITAL's representative will keep strict account of all costs involved with this item of work.
3. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
4. 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.

5. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within forty five (45) days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
6. 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.
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except

as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff 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 HOSPITAL'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 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 on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.

- I. 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. HOSPITAL's representative may delegate any or all of his/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.
- C. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services of services, including any revised cost impact relating to such delays. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension

HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least five (5) working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL. **HOSPITAL acknowledges that any suspension of the Project may result in COMPANY reassigning its resources and that upon resumption of services by COMPANY, different resources may be assigned.**

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and

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.

- b. the Company reserves the right to terminate this Agreement, in whole or in part, for convenience and without cause, upon providing thirty (30) days' written notice to the Client. Notwithstanding the foregoing, the Company may terminate this Agreement immediately upon written notice if the Client:

- Engages in conduct that is disrespectful, discriminatory, or harassing toward any individual or group affiliated with the Company, including but not limited to employees, subcontractors, or representatives;
- Violates any applicable federal Equal Employment Opportunity (EEO) laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA);
- Fails to comply with the nondiscrimination provisions outlined in Nevada Revised Statutes (NRS) Chapter 338, including but not limited to NRS 338.125, which prohibits discrimination based on race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin in public works contracts;
- Does not take prompt and appropriate corrective action upon notification of such conduct or violation.

3. In the event of termination under this clause, the Company shall be entitled to payment for all services performed up to the effective date of termination. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:

- i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
- ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services

affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.

- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
 - e. Except as provided for in paragraph 3.d above, the HOSPITAL and COMPANY agree that upon entering into this Agreement, and for a period of not less than one (1) year following the final completion of the Project, that each party will refrain from making offers, enticements and/or inducements to cause employees of the other party or any subsidiary of the party to this agreement to leave the employ of that party and enter into employment, or subcontract, of the other party and/or any subsidiary of this agreement. Such restriction does not apply to employees who independently respond to indirect employment ads, agency, or postings not targeting such employee.
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.
 6. COMPANY is licensed to provide management or consulting services and will provide professional services related to management of the construction Project for HOSPITAL; however, COMPANY shall not be required to provide professional services which constitute the practice of architecture or engineering and shall not be held responsible for the errors and omissions of the architect or engineers engaged independently by the HOSPITAL for such services. The COMPANY shall not be required to provide general contracting services and shall not be held responsible for warranty issues or defects related to the construction of the Project, which are the responsibility of the Contractor. The HOSPITAL will separately engage the services of the Contractor for the construction of the Project. Notwithstanding anything hereunder to the contrary, it is understood that the COMPANY shall not be liable for any damages or misconduct of owner employees or agents, broker, general contractor, architect, designers, general contractor, specialty consultants or other project related vendors or consultants, or for any acts or omissions of any other persons beyond the contractual control of the COMPANY.

SECTION X: 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.

SECTION XI: LIMITS OF LIABILITY

- A. Neither party shall be liable to the other for any type of damages for any and all claims, in aggregate, in excess of the amount paid by HOSPITAL to COMPANY under this Agreement. Further, neither party shall be liable to the other for any punitive or exemplary damages or loss, or any lost profits, savings or business opportunity, special, consequential, incidental, or indirect damages. COMPANY shall not be liable for the work performed by the 3rd party consultants for the peer review, as described above, in Section IX(B)(6).

- B. IN NO EVENT SHALL THE FOREGOING LIMITATIONS APPLY TO (I) INDEMNIFICATION OBLIGATIONS, (II) A PARTY'S BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, OR (III) LOSSES OCCASIONED BY THE FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF A PARTY.

SECTION XII: ARBITRATION

- C. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by binding arbitration to be held in Clark County, Nevada, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Claims submitted to arbitration must not exceed the compensation paid pursuant to this Agreement.
- D. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable state of limitations.
- E. No arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by HOSPITAL and COMPANY and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim dispute or other matter in question not described in the written consent or with a person entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- F. The award rendered by the arbitrator or arbitrators shall be binding and final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- G. Each party shall pay its own expenses of arbitration and the expenses of the arbitrator shall be equally shared.

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:	Grand Canyon Construction, Inc. 6841 S. Eastern Ave, #103 Las Vegas, NV, 89119
-------------	--

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 has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement.

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information.

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

Both Parties agree to defend, indemnify, and hold the other party harmless and the employees, officers and agents of the indemnified party 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 the offending Party or its employees or agents in the performance of this Agreement. However, HOSPITAL explicitly retains all defenses to such indemnification that may exist under Nevada law. Additionally, any indemnification by HOSPITAL under this paragraph shall be subject to and limited by the provisions of Chapter 41 of the Nevada Revised Statutes, as applicable. For purposes of this Agreement, HOSPITAL's obligation to defend shall include only the obligation to provide legal assistance of its in-house Office of General Counsel ("OGC"), and shall not include the obligation to: (1) provide or pay for other counsel to represent an indemnified party; or (2) reimburse an indemnified party for the cost of other counsel if such party elects to utilize other counsel or if OGC reasonably determines that it cannot represent such party due to the appearance of a conflict of interest.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

U. Subcontractor Information

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

V. Survival of Terms

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

W. 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.

[The area is intentionally left blank.]

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

GRAND CANYON CONSTRUCTION, INC.

By:  _____
VINCENT TATUM 9/29/25
President DATE

EXHIBIT A SCOPE OF WORK

COMPANY shall provide preconstruction project management and consulting services for HOSPITAL'S Acute Rehab Center Project (the "Project").

As a part of the Scope, the following services are to be provided by COMPANY as preconstruction project management services and are estimated to continue for nine (9) months (the "Preconstruction Phase"):

1. Assist HOSPITAL in the selection of any design, construction, and/or engineering professionals that may be needed to complete the design and preconstruction activities related to the Project. This includes the necessary design, engineering, consulting, construction, inspections, and procurement vendors needed for the successful completion of the Project. Forms of engagement may include conducting a competitive selection process (such as preparation of RFP's, bid analysis and de-scoping, and interviews, etc.) or direct negotiation, whichever path is determined for the given scope of work.
2. Review and provide comments, if necessary, on any adjustments to the HOSPITAL-provided contract language made by the general contractors, vendors, or suppliers that would be engaged in the Project. This includes negotiating directly with the parties on behalf of HOSPITAL for the best possible outcome within HOSPITAL'S guidelines.
3. Conduct various coordination meetings between HOSPITAL, design, engineering, and construction professionals, and other parties as needed to further define the requirements of the Project. This includes reviewing the proposed building systems, various codes, operational procedures and internal operating requirements.
4. Manage and facilitate the execution of preconstruction services of the general contractor's respective scope of work. This includes coordination of general contractor and the design team to incorporate any changes, value engineering, or other feedback into the final design documents. This also includes reviewing construction activities that may affect the budget, schedule, and quality objectives of the Project.
5. Conduct weekly coordination and status update meetings with HOSPITAL and the Project team members, including, but not limited to, other internal or external project benefactors and stakeholders.
6. Manage adjustments made to the Project design, program, or other requirements based on HOSPITAL-provided directives such as budget, design, and use parameters.
7. Coordination of designers to achieve Project objectives, including the use of new and innovative materials and design methods, cost control, program management, management of design for efficient facilities management, maintenance, and energy usage.
8. Coordinate with HOSPITAL'S internal departments for the incorporation of operational requirements into the design and construction scopes of responsibilities.
9. Review and comment on the design program, design documents and specifications already completed by the design team. This includes conducting internal quality control reviews for elements such as coordination, incorporation of HOSPITAL-directed changes, etc. It also includes reviewing the HOSPITAL'S program and whether program requirements have been incorporated into the Project's design documentation.
10. Manage the value analysis studies with the design team and general contractor to make recommendations that will provide opportunities to reduce costs or add value to the Project.
11. Assist in the pricing and forecasting of the development and construction budgets.
12. Conduct weekly HOSPITAL/architect/contractor meetings (HAC) to facilitate the flow of information and timely decisions.
13. Review of development and construction schedules prepared by the development team and the then-current selected general contractor.
14. Conduct feasibility analysis to verify with the contractor that the progress of work can be accomplished with best value and minimal disruption to the existing adjacent facilities.
15. Review of phasing and logistic plans of actions that achieve the outcomes the HOSPITAL sets regarding schedule objectives. This includes review of HOSPITAL operating requirements and incorporating those requirements into the general contractor's schedule requirements.
16. Create and maintain a comprehensive Project development budget to include estimate forecasting for all development functions required for the Project. Incorporation of any HOSPITAL-managed activities

(data provided by the HOSPITAL) into the master Project development budget, inclusive of soft and hard cost projections. This budget will be updated on an ongoing basis during the Project and will be coordinated with HOSPITAL'S outside and internal resources.

17. Create and maintain a comprehensive Project development schedule to include forecasting all development functions required for the Project. Incorporation of any HOSPITAL activities into the master Project development schedule is included. A construction schedule will be provided by a designated general contractor and incorporated into the Project development schedule. This development schedule will be updated on an ongoing basis over the course of the Project. COMPANY may work directly with the general contractor to incorporate a master Project development schedule that is maintained within the general contractor's preferred construction scheduling software (i.e., P6) to maintain continuity and collaboration.
18. Conduct negotiations and discussions with local and state authorities having jurisdiction (AHJ), such as the City of Las Vegas Building Department, the City of Las Vegas Building and Fire Prevention Department, as necessary for coordination of all Project activities.
19. Conduct review of pay applications and verification of work completed for billing. This would include the architect of record, general contractor, and miscellaneous vendors that will be involved on the Project under the supervision of COMPANY. This also includes facilitating an invoice submission process (i.e., draw) to route the necessary reviewed invoices for approval.
20. Facilitate and coordinate any mockups being completed by a selected general contractor, suppliers, or vendors to ensure review and quality control to meet the HOSPITAL'S standards.
21. Coordinate with HOSPITAL, its employees, or 3rd party stakeholders that may have input on the design, construction, or procurement activities throughout the Project. This includes facilitating meetings and coordination of action items needed to keep the Project on schedule.
22. Coordinate and perform support services necessary to satisfy any voluntary or mandatory audit provisions stipulated by the HOSPITAL and or any AHJ.
23. Develop a comprehensive responsibility matrix identifying the major Project participants, stakeholders, and third-party groups that will need to be coordinated throughout the design of the Project. Construction Project management services.

The following services will be provided as construction project management services and are estimated to continue for fifteen (15) months (the "Construction Phase"):

24. Cost and schedule management through the construction process. Weekly review of CPM schedule and three-week look-ahead schedule to verify timely completion of work.
25. Review of any proposed cost changes or scheduling impacts by the contractor for this phase of the work.
26. Review of contractor bid forms and instructions to bidders.
27. Review of all subcontractor bids and bid analysis sheets.
28. Review of subcontractor recommendations made by the general contractor and the administration of the construction agreement.
29. Review of the Project-specific safety plan provided by the general contractor.
30. Provide on-site project management service with daily observations of the work and daily reporting of progress, construction issues, safety and manpower provided on site by the contractor and its subcontractors.
31. Participate in general contractor-led HOSPITAL/architect/contractor meetings (HAC) to facilitate the flow of information and timely decisions.
32. Review of any proposed cost changes or scheduling impacts by the general contractor for this phase of the work. Make recommendations to HOSPITAL for approval or rejection based on review of the documentation, the contract terms of the agreement, and observed field conditions relative to the work. Coordinate and work with the general contractor to resolve any open matters that may involve cost or schedule impacts. Work with HOSPITAL and general contractor to ensure that change orders do not impact Project requirements or design intent.
33. Review, evaluate, and make recommendations for approval to HOSPITAL for requested additional service requests from consultants or vendors on the Project.
34. Review of pay applications and verification of work completed for billing of invoices by all parties participating in the development of the Project. This includes the review and reconciliation of agreements of participating vendors to ensure compliance with the terms and conditions of the agreement.
35. Review of general contractor pay applications and verification of work completed for billing. This includes providing written observations of items requiring correction or clarification and subsequently verifying the response.

This includes the collection and review of:

- a. Preliminary Lien Notice Tracking
- b. Processing of monthly pay applications
- c. Tracking of monthly conditional and unconditional lien waivers from subcontractors/vendors
- d. Tracking of monthly lien waivers from general contractor
- e. Verification that all insurance coverage is current from all contractors
- f. Line-item tracking of contract schedule of values
- g. Payroll information required to meet prevailing wage requirements
36. Coordinate with general contractor and design professionals to ensure RFIs and any open matters affecting construction are addressed in a timely manner.
37. Review the status of the work performed for any mockup materials and products (exhibit materials, etc.). Make recommendations for adjustments that may be necessary to meet the HOSPITAL'S intent and the Project objectives.
38. Coordinate with the performing general contractor to incorporate lessons learned from the mockup exercises into the final contract scope of work for the Project. This includes assumptions such as the quality of finish, responsibility assignment (i.e., OFOI, OFCI, CFCI responsibility), and sequence of work considerations.
39. Conduct punch list activities throughout the various phases of construction. This would include working with the various representatives of the HOSPITAL and general contractor to ensure quality of the final work product and operational functionality of equipment and infrastructure.
40. Provide weekly reporting for HOSPITAL, highlighting and addressing work performed onsite, quality assurance and control considerations, field documentation of observed discrepancies compared to the contract documents, and other points of interest that the HOSPITAL may request to be observed during construction.
41. Coordinate with HOSPITAL and general contractor on anticipated disruptions to services, utilities, circulation, or other matters that may impact the operations of the facility. These disruptions would be communicated via impact notices or other measures as defined by the HOSPITAL.

The following services will be provided as construction closeout management services and are estimated to continue for two (2) months (the "Construction Closeout Phase"):

42. Construction closeout of general contractor agreement, verifications of subcontractor payments, lien waivers and collection of all documents required (closeout checklist is recommended to be reviewed and approved by all parties early).
43. Reconcile final contract values and the contractual terms and conditions of the general contractor and other vendors under the direct management of COMPANY.
44. Closeout tracking and collection of documents (to include, but not limited to):
 - a. As-built documents
 - b. O&M manuals
 - c. HOSPITAL training on mechanical systems
 - d. Maintenance contracts
 - e. Attic stock
 - f. Key turnover
 - g. Contractor and manufacturing warranties
 - h. Subcontractor and vendor lists
 - i. Verify the punch list is complete
 - j. Certificate of occupancy permits
 - k. Test reports complete
 - Equipment start-up sheets
 - NCR resolution
 - Insurance ACORDS current
 - Unconditional lien waivers
45. Closeout functions also include collecting the necessary administrative documents for the design team to close out their contract commitments.
46. Support audit requirements that may be defined by the HOSPITAL and the state.

EXHIBIT A CONTINUED FEE SCHEDULE

Regarding the Preconstruction Phase (nine (9) months from Effective Date):

A lump sum fee of \$38,000 per month for Preconstruction Phase services, as described elsewhere in this Exhibit A.

This phase will commence on the date that a designated HOSPITAL representative provides a notice to proceed to COMPANY.

This phase will last until the completion of the Preconstruction Phase and the commencement of the Construction Phase.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time project executive, 24 hours per month
- o (1) full-time project manager, 160 hours per month
- o (1) part-time assistant project manager, 80 hours per month

Regarding construction project management services (the "Construction Phase") (fifteen (15) months following Preconstruction Phase):

A lump sum fee of \$47,500 per month for construction project management services, as described elsewhere in this Exhibit A.

This phase will commence upon the completion of the Preconstruction Phase . This phase will last until all major construction activities are completed.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time Project Executive, 24 hours per month
- o (1) full-time Project Manager 160 hours per month
- o (1) full-time Assistant Project Manager, 160 hours per month

Regarding construction closeout management services (two (2) months following Construction Phase):

A lump sum fee of \$12,000 per month for closeout management services, as described elsewhere in this Exhibit A.

This phase will commence upon completion of the Construction Phase. This phase will last until the completion of construction closeout activities and is anticipated to take approximately two to three months.

The above fee is based on the assumption that the following personnel will be assigned during this phase:

- o (1) part-time Project Manager 40 hours per month
- o (1) part-time Assistant Project Manager 40 hours per month

A 10% Construction Conflict/Additional Work Allowance will be included in the total Project fee. Assumptions and clarifications:

Cost of any permits, contractor/vendor/non-COMPANY consultant fees, application fees, or other fees and expenses due to other parties are not included in COMPANY'S fees.

A separate proposal for services may be provided by COMPANY for additional services that become necessary for the management of any future work outside of what is set forth in this Exhibit A.

Notwithstanding anything contained to the contrary herein:

- Vendor's monthly lump-sum fee includes, but is not limited to, vendor expenses, travel and mileage, miscellaneous office copies, telephone, and cell phone service for staff. In the event that it is determined, at HOSPITAL'S sole discretion, that certain travel should not be included in the lump sum fee, then HOSPITAL'S Travel Policy, attached hereto as Exhibit E, shall control.
- No phase shall exceed the Term, as defined in the Agreement, and total fees due to COMPANY from HOSPITAL shall not exceed the not-to-exceed sum set forth in Section II(A)(1) of the Agreement, as may be amended by subsequent mutual agreement.
- COMPANY is responsible for ensuring that each phase of the Project is completed within the hours contemplated, and HOSPITAL shall owe no additional sum to COMPANY if COMPANY requires additional time for completion. This is applicable only in the event that HOSPITAL or its vendors that it engages in the scope of this Project does not increase the duration of any phase nor cause the amount of hours and resources that COMPANY must provide to be increased. In such event, COMPANY shall notify HOSPITAL of any anticipated or actual requirement to increase the duration of any phase or increase the number of resources and hours COMPANY requires to prosecute its services. HOSPITAL and COMPANY shall mutually agree upon any adjustment to the services that COMPANY is required to provide to meet the requirements of the change in scope or phase of the Project.
- Hospital recognizes that COMPANY is not responsible for the performance of the work completed by the HOSPITAL's general contractor, direct vendor, or design/engineering professionals in which COMPANY is providing coordination and management services thereof. HOSPITAL also recognizes that time required to complete the Project is dependent on factors outside of COMPANY's control such as HOSPITAL's direction, budget approvals, restrictions or special requirements limiting or preventing the work of others to commence or be completed, permit and/or regulatory approvals by outside agencies that neither COMPANY nor HOSPITAL or its agents control, or changes to regulatory guidelines, restrictions, or supply chain disruptions that impact overall Project schedule. As such, the amount of time and resources for which the COMPANY requires to complete its services shall be adjusted accordingly to match the time and effort required to manage the HOSPITAL's general contractor.
- COMPANY shall not be required to provide any additional services, including exceeding its resources and hours allocated to this Project, if HOSPITAL and COMPANY do not execute an amendment or change order formally adjusting the scope, services, and fees of the COMPANY for performing such modified work.
- Prior to beginning the construction management phase and, subsequently, prior to beginning the construction closeout management services phase, COMPANY shall provide written notice by email to the designated HOSPITAL representative. HOSPITAL shall have seven days to request a delay in the start of such phase. If such a delay is requested by HOSPITAL within the seven-day period, then no fees for the respective phase will accrue, nor will they accrue during such time for the prior phase, until either the arrival of the date that HOSPITAL has requested for resumption or until such a date is provided by HOSPITAL.

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. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- K. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- L. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- M. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.
- N. **Cost**: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- O. **Insurance Submittal Address**: All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Notice Clause in the Agreement for the appropriate mailing address.
- P. **Insurance Form Instructions**: The following information **must** be filled in by COMPANY's Insurance Company representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER

1. INSURANCE BROKER'S NAME
ADDRESS

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

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

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

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

3. COMPANY'S
BEST KEY
RATING

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY			(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000
	☐ CLAIMS-MADE ☒ OCCUR.	X					MED EXP (Any one person)	\$(F) 5,000
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I) 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						DEDUCTIBLE MAXIMUM	\$ 25,000
5.	AUTOMOBILE LIABILITY			(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	X					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? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below	X					E.L. EACH ACCIDENT	\$
							E.L. DISEASE - E.A. EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000
8.				(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000

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

UMC'S ACUTE REHAB CENTER PROJECT

9. CERTIFICATE HOLDER**CANCELLATION**

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

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

10. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: CBE 332.115(1)(b) / UMC'S ACUTE REHAB CENTER PROJECT

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT C
SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				21		
Corporate/Business Entity Name:		Grand Canyon Construction, Inc.				
(Include d.b.a., if applicable)		Grand Canyon Development Partners				
Street Address:		6841 S. Eastern Avenue, Suite 103		Website: www.grandcanyoninc.com		
City, State and Zip Code:		Las Vegas, Nevada 89119		POC Name: Sam Nicholson		
				Email: SNicholson@grandcanyoninc.com		
Telephone No:		702-492-5330		Fax No: 702-522-7753		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A		
				Email: N/A		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Samuel E. Nicholson	President	100%

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

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

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

 Signature	Vincent Tatum Print Name
Executive Vice President Title	September 13, 2021 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Purchaser Specific Agreement with Laboratory Corporation of America	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 Purchaser Specific Agreement with Laboratory Corporation of America; execute future amendments and extensions; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000707000 Funded Pgm/Grant: N/A
Description: Agreement allowing for testing of patients that cannot be completed by UMC.
Bid/RFP/CBE: NRS 332.115(4) (goods commonly used by a hospital) & 450.530 (GPO-HPG)
Term: Three Years
Amount: Not-to-Exceed \$8,600,000 in aggregate (Year 1: \$3,000,000; Year 2: \$2,800,000; Year 3: \$2,800,000)
Out Clause: This Agreement may be terminated by UMC for its convenience after 30 days' prior written notice.

BACKGROUND:

This request is for approval of the Purchaser Specific Agreement (the “Agreement”) with Laboratory Corporation of America (“LabCorp”) for the UMC laboratory's crucial access to outside testing services for UMC patients. Outside testing services allow for testing that UMC is unable to complete internally. A portion of this goes to Cedars-Sinai Medical Center for renal biopsies ordered by the Transplant Program. UMC has a lengthy history of collaboration with LabCorp, and the vendor’s services have proven valuable over the more than decade-long relationship.

This request is in compliance with NRS 450.525 and NRS 450.530. LabCorp is a member of the group purchasing organization Healthtrust Performance Group (“HPG”), which allows preferred pricing to UMC. UMC obtained an HPG sourcing letter supporting the previous sentence.

Staff also requests authorization for UMC's CEO to execute future amendments and extensions if deemed beneficial to UMC. UMC's Director of Laboratory Services has reviewed and recommends approval of the Agreement, which 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 its October 22, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 29, 2025

Agenda Item #

11

Laboratory Corp of Amer Holdings (#379)
Purchaser Specific Agreement

THIS PURCHASER-SPECIFIC AGREEMENT (the “Agreement”) is made effective as of the Effective Date (as defined in the text box below), by and between Laboratory Corporation of America (hereinafter “Vendor” or “Labcorp”), and the following entity noted in the text box below referred to as “Purchaser” or “Group”, as applicable, and is entered into in connection with that certain Purchasing Agreement, Agreement # HPG-379, dated March 1, 2025, between HealthTrust Purchasing Group, L.P. (“HealthTrust”) and Vendor (“Purchasing Agreement”). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to the terms and conditions of the Purchasing Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchasing Agreement.

<u>X</u> Purchaser Name: or Group Name: <i>(if Group, list of Affiliates of Group shall be attached as Exhibit 1 to this Agreement)</i>	University Medical Center of Southern Nevada
Address:	1800 W Charleston Blvd
City, ST, ZIP:	Las Vegas, NV 89102
Type:	☐ Acute Care ☐ Surgery Center ☐ Imaging Center ☐ Other
GPOID:	
Contact Person & Title:	Deb LaCava, Director of Laboratory Services
Contact Phone:	(702) 383-2413
Contact Email:	deb.lacava@umcsn.com
Effective Date:	Date of last signature of a party hereto

If noted, the above referenced Group is an entity authorized to enter into this Agreement on behalf of one or more Purchasers. In the event a Group enters into this Agreement, for purposes of this Agreement, “Purchaser” means each, separate Affiliate of Group listed on Exhibit 1 hereof, as may be amended by HealthTrust or the Purchaser with prior written notice given to Vendor at least thirty (30) days prior to the effective date to the start of Services for such Affiliate. Each Purchaser shall be directly bound under this Agreement; provided, however, a Purchaser shall not be responsible for any other Purchaser’s compliance with this Agreement.

1. LABORATORY SERVICES

1.1 Services. Vendor will provide the Services listed in Exhibit A of the Purchasing Agreement on an as-requested basis, in accordance with all applicable federal and state laws and regulations related to laboratory testing of human specimens in the United States of America (“Applicable Laws”). Vendor will perform the Services requested by any ordering physician or other legally authorized person (collectively, an “Authorized Person”) on a Requisition Form (as defined in Section 1.2 below) from Purchaser, and will deliver to Purchaser laboratory test reports that are consistent with applicable industry standards. Vendor owns and operates a clinical laboratory and employs and/or contracts with certified, licensed and/or qualified personnel.

1.2 Collection and Shipment of Specimens; Requisition Forms; and Billing Information. Vendor shall be responsible for arranging for shipping to Vendor’s laboratory facility and shall be responsible for all shipping costs from any locations in the United States to any Vendor laboratory facility. Purchaser agrees to use commercially reasonable efforts to have each specimen that is sent to Vendor meet the minimum specimen requirements outlined by Vendor from time to time, and to attach to all specimens a completed Vendor requisition form, or the electronic equivalent thereof, as may be in effect at any given time with the appropriate patient demographic and clinical

information (collectively, "Requisition Form"). Each Requisition Form will clearly indicate the laboratory testing Service ordered and whether or not the Authorized Person is requesting (i) the technical component ("TC") of a histology laboratory testing Service or (ii) a global laboratory testing histology Service (TC with professional interpretation) component "PC", collectively, "Global") be performed by Vendor for each such laboratory testing Service. If ordering a Third-Party Billed Test (as defined in Section 2 below), Purchaser will also attach to the Requisition Form or otherwise supply to Vendor all billing and patient information required to bill and collect from third party payers and/or other responsible parties, including, without limitation, payer identification, patient demographics, insurance identification numbers, Authorized Person's name and National Provider Identifier, applicable ICD-10 codes, whether the specimen was collected from a hospital in-patient, out-patient, or non-patient and such additional information as a third party payer and/or other responsible party may reasonably require (such information collectively referred to as "Billing Information"). If applicable and Purchaser is ordering a Third-Party Billed Test, Purchaser will also include any Advance Beneficiary Notice forms signed by Medicare patients prior to specimen collection. Purchaser agrees to use commercially reasonable efforts to ensure the accuracy and completeness of the Billing Information and that such information accompanies each specimen submitted for testing to Vendor. Purchaser, whenever feasible, will provide Billing Information via an electronic interface to Vendor.

1.3 Performance of Services. Upon receipt of an adequate specimen, Vendor will perform the laboratory testing Services ordered on the Requisition Form in accordance with industry standards, Applicable Laws, and the validation protocols established by Vendor. The specimens will be deemed by Vendor to be accepted for performance of laboratory testing when submitted with a completed Requisition Form and sent/delivered in accordance with the applicable specimen collection requirements. Any specimen received by Vendor without a completed Requisition Form will be deemed by Vendor to have not been accepted for performance of laboratory testing until such time as a completed Requisition Form has been received by Vendor. In the event that Vendor discovers any missing information on a Requisition Form or the specimen submitted for testing is otherwise inadequate, Vendor will use commercially reasonable efforts to notify Purchaser within twenty-four (24) hours of discovery of such deficiencies which prevents testing of the specimen.

1.4 Test Results and After Test Consultation. Vendor will promptly provide the Authorized Person with the results for each laboratory testing Service performed by it in a timely fashion via facsimile, electronic interface to Vendor laboratory information system or such other mechanism as may be mutually agreed upon from time to time. Any Global Services requested by Purchaser will include a written laboratory report with a PC interpretation by a qualified pathologist. Vendor and Purchaser agree that any such PC interpretation Services will be provided by pathologists that are either employed by Vendor or under contractual arrangement with Vendor to provide professional medical services as may be required by applicable state law. Upon request by an Authorized Person, Vendor will provide after-test telephone consultations on any Global test results to such Authorized Person in accordance with Applicable Laws.

2. BILLING

2.1 Third Party Billing.

a) Third Party Billing by Vendor. Unless an alternative arrangement has been agreed to in writing, Purchaser and Vendor agree that Vendor shall, when permitted by applicable Vendor's third party payer requirements and Applicable Laws, and as reflected on the Requisition Form, directly bill and collect from all federal, state and commercial health insurers, health plans, health maintenance organizations, federal or state health care payment programs (including Medicare and Medicaid), and other third party payers (collectively, "Third Party Payers"), for laboratory testing services provided to Purchaser. Without limiting the generality of the foregoing, both the TC and PC of all Services ordered by Purchaser and performed hereunder to any and all Third Party Payers unless Vendor does not have a contract with such payer or otherwise indicated by mutual agreement of Vendor and Purchaser for those situations in which Vendor is not contracted with a Third Party Payer and Purchaser is otherwise eligible to be reimbursed from such Third Party Payer for the Services. Furthermore, Purchaser agrees that Vendor will be responsible for billing the Professional Component (PC) of all Services ordered by Purchaser and performed hereunder to Medicare provided Vendor has had an opportunity to previously review the stain quality and other quality related measures prior to receiving such specimens whereby Vendor has not performed the TC. Purchaser also agrees that, except for those Services performed by Vendor requiring billing to be sent directly to Purchaser, as described in Section 2.2 of this Exhibit, Purchaser will indicate on the Requisition Form that Vendor should bill the appropriate Third Party Payer directly for any such Services performed. Purchaser also agrees that it will provide to Vendor all Billing Information necessary to bill Third Party Payers for the PC of Services ordered, even if the TC of such Services

will be billed back to Purchaser pursuant to Section 2.2 of this Exhibit. Purchaser further agrees that if Purchaser's designation of whether a testing Service should be billed to a Third Party Payer or back to Purchaser is incorrect, and because of this, Vendor is either unable to bill a Third Party Payer or is required to refund a payment to a Third Party Payer, Vendor may bill Purchaser for any such incorrectly designated tests and Purchaser will pay Vendor in accordance with Section 2.2 of this Exhibit.

b) Assignment of Billing Interests. Purchaser agrees that it will not bill or attempt to collect from any Third Party Payer for any Services to be billed by Vendor pursuant to Section 2.1(a) of this Exhibit (collectively, "Third Party-Billed Services"). If requested by Vendor, Purchaser will execute such documents as may be reasonably requested to assign all billing rights to Vendor for any Third Party-Billed Services. Vendor will comply at all times with all Applicable Laws, customary billing and collection practices and protocols in the anatomic pathology laboratory business and any Third Party Payer requirements pertaining to the billing and collecting of Third Party-Billed Services provided hereunder.

c) Vendor' Right to Bill Purchaser. In the event Vendor: (i) does not receive the Billing Information required for it to bill any Third Party-Billed Services within thirty (30) days of the date that any such Services are reported by Vendor; (ii) the Services were performed for patients who have no Third Party Payer coverage arrangements; (iii) the Third Party Payer identified by Purchaser on the Requisition Form denies financial responsibility for the Services and indicates that Purchaser is financially responsible (e.g., Purchaser has been reimbursed through a consolidated billing or other bundled payment arrangement); or (iv) the parties discover that the Third Party Payer identified by Purchaser on the Requisition Form should not have been billed due to Purchaser being financially responsible (e.g., Purchaser has been reimbursed through a consolidated billing or other bundled payment arrangement), Vendor will have the right to bill such Services to Purchaser in accordance with the procedure outlined in Section 2.2(b) of this Exhibit. In the event that Purchaser subsequently provides Vendor with Billing Information for such Services before paying the related invoice and Vendor is still able to be reimbursed by the applicable Third Party Payer, then Purchaser may pay the invoiced amount less any amounts for Services in which Billing Information was subsequently provided. If the invoice reflecting such Services has already been paid by Purchaser, provided that the Billing Information is provided to Vendor within the statutory or contractual time period required to bill and collect for such Services, Vendor will reflect a credit on the next invoice for such Services.

d) Cooperation with Respect to Service Information. Vendor and Purchaser will cooperate fully with one another to provide Billing Information and such other information and documentation as may be necessary to enable each of Vendor and Purchaser to bill for their respective portion of the Services performed under the Purchasing Agreement and to respond to inquiries relating to such tests. In the event that either Vendor or Purchaser receives a request for information, subpoena, or notification of an audit or inquiry from any Third Party Payer, patient, or other entity regarding any tests or claims submitted for such tests, the other agrees to cooperate fully and provide promptly all information and documentation reasonably requested by the party receiving the request or notification.

2.2 Purchaser Billing Arrangements for Certain Tests

a) Purchaser Billing for Certain Tests. Vendor will not directly bill Third Party Payers (including the Medicare program) for Services when Purchaser notifies Vendor on the Requisition Form that Purchaser should be billed for the Services ordered. Purchaser will be solely responsible for billing and collecting payments from all Third Party Payers for all Purchaser-Billed Services. Purchaser will comply at all times with all Applicable Laws, as well as applicable Third Party Payer requirements, rules and guidelines pertaining to the billing and collecting of Purchaser-Billed Services. Vendor agrees that it will not bill or collect from any Third Party Payers for any Purchaser-Billed Services and will look solely to Purchaser for payment, in accordance with Section 2.2(b) below.

b) Vendor Invoices to Purchaser. For all Purchaser-Billed Services, whether designated as such by Purchaser or indicated by the Billing Information or other information provided to Vendor, Vendor will prepare and submit an invoice to Purchaser no more frequently than monthly in accordance with the Price List attached as Exhibit 2 to this Agreement. The Price List attached as Exhibit 2 to this Agreement shall be made available to all Purchasers; provided, however, Vendor may extend special pricing on certain tests which are mutually agreeable to Purchaser and Vendor. In addition, Purchaser may choose to be a "Committed Customer" whereby Purchaser designates Vendor as their primary reference lab to perform Reference Lab Testing and to use Vendor for a minimum of 80% or more of their aggregate quarterly purchases of reference laboratory testing services. In the event Purchaser chooses to be a Committed Customer, Purchaser shall execute a [Committed PSA Document] and will be invoiced pursuant to the price list contained therein. Each invoice will identify each patient, the Purchaser-Billed Services performed on each such patient, and other information as reasonably agreed to by Vendor and Purchaser. Except for Services arising

under Section 2.1(a) or 2.1(c), invoices for Purchaser-Billed Services must be submitted to Purchaser within 45 days of the provision of the Service.

c) Payments to Vendor. Purchaser agrees to submit payment to Vendor for all Purchaser-Billed Services within thirty (30) days of receipt of each such invoice. In the event that Purchaser disputes any item on an invoice, it will use commercially reasonable efforts to notify Vendor within thirty (30) calendar days of the date of receipt of the invoice. Vendor and Purchaser will use their best efforts to resolve any disputed items within ten (10) calendar days of receipt of notice that an item or charge is in dispute. In the event that any disputed items or charges are not resolved at such time as payment is due, the balance of the invoice will be paid by Purchaser on a timely basis and the disputed item will be paid at such time as the dispute is resolved. In the event payment for the undisputed portion of an invoice is not received within sixty (60) days of the date of notice for two (2) consecutive months, from Vendor to Purchaser that an invoice is past due, and Purchaser fails to cure the breach during the sixty (60) day notice period, Vendor, in its sole discretion, may cease providing Services to Purchaser hereunder upon written notice to Purchaser, a copy of which will be provided to HealthTrust.

3. REGULATORY COMPLIANCE

3.1 Privacy and Security. In addition to the provisions of the Purchasing Agreement regarding HIPAA Requirements, Vendor and Purchaser shall comply with all Applicable Laws governing the privacy, confidentiality and security of health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160, Subpart A, and 45 CFR 164, Subpart E ("Privacy Regulations"), the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C ("Security Regulations"), the Standards for Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D ("Notification Regulations"), and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"). Vendor and Purchaser acknowledges and agrees that the terms of the Purchasing Agreement do not create a relationship that qualifies as a business associate relationship, as the parties each will be providing treatment services to applicable individuals as a "health care provider" (as defined under HIPAA) and thus each of Vendor and Purchaser serves as a "covered entity" (as defined under HIPAA). Notwithstanding the foregoing, each of Vendor and Purchaser shall provide the other with such information as reasonably necessary to perform their respective functions under this Exhibit.

3.2 Access to Books and Records. In addition to the provisions of the Purchasing Agreement regarding Vendor subcontracting Services, if the value or cost of Services rendered to Purchaser pursuant to this Exhibit is ten thousand dollars (\$10,000) or more over a twelve (12) month period, in accordance with section 1861(v)(1)(I) of the Social Security Act, Vendor agrees that at least for six (6) years after the furnishing of such Services, it will, upon written request, make available to the Secretary of DHHS, the Comptroller General of the U.S., or their respective duly-authorized representatives, such books, documents, and records as may be necessary to certify the nature and extent of the cost of such Services. In the event Vendor enters into an agreement with a subcontractor to provide any of the Services set forth herein the value of which is \$10,000 or more over a twelve (12) month period, Vendor and subcontractor will enter into an agreement which contains the same right to access books, documents, and records as set forth in this Section 3.4, and such provision will survive the termination or expiration of the Purchasing Agreement.

3.3. Representations of Purchaser. In connection with the Services to be provided by Vendor pursuant to the Purchasing Agreement, Purchaser represents and warrants the following with respect to each specimen referred for testing Services to Vendor by Purchaser at the time referred:

- a) All Services requested by Purchaser will have been ordered by the Authorized Person duly noted on the Requisition Form and such Authorized Person will have been licensed to practice medicine (or such other allied health professional practice) in the state where the specimen originated and authorized under Applicable Laws to order such Services;
- b) All Services ordered by Purchaser will have been duly ordered by an Authorized Person who is not excluded, suspended or debarred from participation in the Medicare, Medicaid, or any other federal health care benefit program and is not excluded, suspended, or debarred from participation in federal government contract programs by the General Services Administration or by any other federal agency;

- c) All Services ordered by Purchaser will have been determined by the Authorized Person to be medically necessary and duly documented as such, in accordance with applicable standards of practice, in the patient's medical record;
 - d) All informed consents from, or notifications to, the patient or the patient's authorized representative required by Applicable Laws for Vendor to perform the Services ordered shall have been obtained by Purchaser ordering Services hereunder;
 - e) In the event Purchaser is responsible for performing the PC of a Service for which Vendor is responsible for performing the TC, all PC interpretations will have been performed by a duly trained, qualified, and licensed Authorized Person;
 - f) All Services ordered by Purchaser will have been ordered by an Authorized Person who is credentialed to participate in the Third Party Payer program represented on the Requisition Form as the applicable Third Party Payer; and
 - g) In the event that Vendor has performed the TC of a test and Purchaser is unable or unwilling to issue a final test report with a professional interpretation, Purchaser agrees that it will promptly inform Vendor that an interpretative report was not issued for such test and that Vendor may bill Purchaser for the TC Services pursuant to Section 2.2 of this Exhibit.
4. Vendor Performance Requirements. Customer is responsible for following the escalation process for any of the areas identified below:
- a) Telephone Response Time: Vendor shall provide free telephone support services 24/7/365. Standard- 80% of all calls will be answered within 20 seconds or less, an abandoned call rate of less than 5% of incoming calls, and an average wait time of 30 seconds or less. This shall be measured by Vendor on monthly telephone statistical analysis, which shall be performed on a divisional laboratory basis. The results of this analysis shall be provided to Purchaser upon request. Credit – If the above-stated performance standard is not met with respect to any Vendor divisional laboratory providing Services hereunder for the benefit of Purchaser and corrective action is not taken within 15 days of notification that such standard is not met, a 1% credit shall be issued to the invoice of Purchaser that utilizes the particular divisional laboratory for net sales over the applicable 30-day period for each failure of Vendor. Such credit shall be issued to Purchaser's invoice within thirty (30) days of the close of the month in which the performance standard was not met.
 - b) Turnaround Time (TAT) Performance. Standard –Turnaround Time ("TAT") is defined as the time the specimen is picked up from ordering facility until the time the result is reported. Vendor must meet the TAT schedule by 90% of the regional labs published turnaround time. If a Purchaser has identified a TAT problem and notified Vendor of the need for corrective action and corrective action has not satisfied the Purchasers' TAT issues within a reasonable period, however in no event greater than thirty (30) days, then Purchaser and Vendor shall select and mutually agree on a list of twenty-five (25) regionally performed Tests to be monitored by Vendor to determine whether Vendor's regional laboratory meets the TAT requirements under this Agreement. Credit – If the above-stated performance standard is not met within 15- days after notification of the need for corrective action, then Vendor will apply a 3% credit to the invoice for that Purchaser on the affected volume of test type submitted by Purchaser for each instance where a TAT standard was not met. Such credit shall be issued to Purchaser's invoice within thirty (30) days of the close of the month in which the corrective action was initiated and was not met.
 - c) Lost and Problem Specimens. Upon the request of Purchaser, Vendor shall provide to Purchaser reports on Purchaser's lost specimens and agrees to confer with such Purchasers to discuss resolution of any recurring problems relating to such lost or "Problem Specimens". A Problem Specimen shall be a specimen that could not be tested due to conditions that occurred while the specimen was in Vendor's possession, such as a specimen that thawed in transit. Credit –For each Purchaser's lost or Problem Specimen that was received at Vendor's testing facility according to Vendor's records and verified by Purchaser, Vendor is required to issue a \$100 credit per incident for a routine specimen and a \$500 credit for a non-routine specimen.
 - d) Missed Specimen Pick-up. Vendor is responsible for making pick-ups pursuant to its arrangement with each Purchaser. Some Purchasers will require weekend pick-ups as determined at the time the Purchaser is setup. Vendor is exempt from paying this penalty fee if the missed scheduled pick-

up is due to Acts of God or a life threatening weather condition. Penalty- For each missed scheduled specimen pick-up, Vendor is required to pay a \$25 missed scheduled pick-up per incident. Purchaser is required to notify Vendor within 24-hours of the incident.

- e) All requests for activation of performance penalties must be initiated by the customer using the Vendor service escalation process within 180 days from the date of the occurrence.

5. Indemnity:

Notwithstanding anything contained herein to the contrary, Vendor agrees to indemnify, defend and hold harmless Purchaser from and against all claims, liabilities, and expenses, including reasonable attorneys' fees and costs arising out of this Agreement which may result from acts, omissions, or breach of this Agreement by Vendor, its employees, contractors or agents.

6. Term and Termination:

- a) This Agreement shall be effective as of the Effective Date and shall remain in effect for a three-year term, unless earlier terminated as provided herein.
- b) Termination for Cause: This provision shall be subject to the terms and conditions of the Purchasing Agreement.
- c) Termination for Convenience: This Agreement or any Order Forms may be terminated in whole or in part by Purchaser for its convenience, but only after Vendor is given not less than thirty (30) calendar days written notice of its intent to terminate.

7. Public Records Act: Notwithstanding Section 10.2 of the Purchasing Agreement and Section 3.1 of this Agreement, Vendor acknowledges that Purchaser 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 Purchaser receives a demand for the disclosure of any information related to this Agreement which Vendor has claimed to be confidential and proprietary, Purchaser will immediately notify Vendor of such demand and Vendor shall immediately notify Vendor of its intention to seek injunctive relief in a Nevada court for protective order. Inmar shall indemnify, defend and hold harmless Purchaser from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of Inmar documents in Purchaser's custody and control in which Vendor claims to be confidential and proprietary.

[Signatures Appear on the Following Page.]

Vendor and Purchaser hereby acknowledge acceptance of this Agreement by signing where indicated below by their duly authorized representatives.

VENDOR:

By: _____
Name: _____
Title: _____

Date: _____

Notice Address:

Phone:
Fax:

PURCHASER or GROUP:

University Medical Center of Southern Nevada

By: _____
Name: Mason Van Houweling
Title: Chief Executive Officer

Date: _____

Notice Address:

University Medical Center of Southern Nevada
ATTN: Legal Department
1800 W Charleston Blvd
Las Vegas, NV 89102

Phone: (____) _____
Fax: (____) _____

Exhibit 1

List of Purchaser Affiliates (to be filled in for a Group)

List of Affiliate Locations Eligible to Order Services Pursuant to this Exhibit. Please include the full name, address, GPOID of each Affiliate location.

EXHIBIT 2

Price List

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

[The remainder of this page is intentionally left blank.]

Account Number	Account Name	Start Date	End Date
27015280	University Medical Center EPIC	10/1/2024	9/30/2025
27321995	University Medical Center Contracted Services	10/1/2024	9/30/2025
27320855	University Medical Center EDI	10/1/2024	9/30/2025
85577702	University Med Ctr Las Vegas	10/1/2024	9/30/2025
27319387	University Medical Center	10/1/2024	9/30/2025

Test Number	Test Name	Sum Total Quantity	Current Fee	CPT Code(s)
001321	Iron and TIBC	43		83550, 83540
001453	Hemoglobin A1c	491		83036
001487	Protein Electro.,S	149		84165, 84155
001495	IFE and PE, Serum	1		82784 (x3), 84165, 86334, 84155
001560	Ceruloplasmin	121		82390
001586	Copper, Serum or Plasma	27		82525
001594	Cryoglobulin, Ql, Serum, Rflx	5		82595
001612	Alk Phos Isoenzyme	9		84080, 84075
001677	Fecal Fat, Qualitative	17		82705
001685	Immunofixation, Serum	167		82784 (x3), 86334
001701	5' Nucleotidase	1		83915
001735	Thyroxine Binding Globulin	3		84442
001834	Complement C4, Serum	1		86160
001842	LD Isoenzymes	3		83625, 83615
001917	G6PD,Qn,Bld and Red Cell Count	26		82955, 85041
001941	Complement, Total (CH50)	72		86162
001982	Alpha-1-Antitrypsin, Serum	106		82103
002006	Renin Activity, Plasma	90		84244
002030	Aldolase	31		82085
002170	Immunoglobulin E, Total	73		82785
002246	Protein Electrophoresis, CSF	3		84166, 84157
003079	Myoglobin, Urine	9		83874
003103	Porphobilinogen, Qn, 24-Hr Ur	2		84110
003194	Porphyrins, Qn, 24 Hr Ur.	1		84120
003269	Calcium, 24Hr Urine	14		82340
003343	Copper, Urine	4		82525, 82570
003434	Zinc, Urine	1		84630, 82570
004020	DHEA-Sulfate	20		82627
004044	Metanephrines, Pheochromocyt	5		82570, 83835
004051	Cortisol	9		82533
004069	5-HIAA,Quant.,24 Hr Urine	10		83497
004100	DHEA, Serum	6		82626

004143	Vanillylmandelic Acid, 24-Hr U	1	84585
004176	Catecholamines,Ur.,Free,24 Hr	3	82384
004210	NMO IgG Autoantibodies	26	86051
004226	Testosterone	66	84403
004234	Metanephrines, Frac, Qn, 24-Hr	21	83835
004275	Growth Hormone, Serum	13	83003
004280	Tryptase	17	83520
004333	Insulin	40	83525
004374	Aldosterone LCMS, Serum	152	82088
004390	Gastrin, Serum	34	82941
004432	Cortisol, Urinary Free	12	82530
004440	ACTH, Plasma	77	82024
004500	Prolactin, Macroadenoma	4	84146 (x2)
004549	Estrogens, Total	3	82672
004622	Glucagon, Plasma	3	82943
004655	Vitamin B6, Plasma	40	84207
004705	Androstenedione LCMS	2	82157
004788	Pyruvic Acid, Blood	2	84210
004804	Calcium, Ionized, Serum	214	82330
004861	Viscosity, Serum	3	85810
004895	Calcitonin, Serum	6	82308
004900	Mannose Binding Lectin (MBL)	1	83520
005009	CBC With Differential/Platelet	1	85025
005199	Prothrombin Time (PT)	1	85610
006072	RPR	10	86592
006338	Antiextractable Nuclear Ag	40	86235 (x2)
006353	Cold Agglutinin Titer, Quant	2	86157
006445	VDRL, CSF	149	86592
006452	Complement C3, Serum	1	86160
006478	Toxoplasma gondii Ab, IgG	42	86777
006486	Antiparietal Cell Antibody	7	83516
006494	Cytomegalovirus (CMV) Ab, IgG	62	86644
006530	Hepatitis B Surf Ab Quant	140	86317
006619	Hep Be Ag	23	87350

006635	Hep Be Ab	20	86707
006643	Actin (Smooth Muscle) Antibody	169	86015
006650	Mitochondrial (M2) Antibody	116	86381
006676	Thyroid Peroxidase (TPO) Ab	28	86376
006685	Thyroglobulin Antibody	33	86800
006718	Hep B Core Ab, Tot	1148	86704
006726	Hep A Ab, Total	78	86708
006924	HLA B 27 Disease Association	17	81374
006926	HLA B5701 Test	3	81381
007010	Orotic Acid, Urine	1	83921, 82570
007012	Lacosamide	75	80235
007013	Lidocaine (Xylocaine), Serum	4	80176
007046	Heavy Metals Profile, Urine	2	82175, 82570, 83825, 83655
007187	Carbon Monoxide, Blood	24	82375
007252	Procainamide, Serum	1	80192
007476	Amitriptyline (Elavil), Serum	1	80299
007625	Lead, Blood (Adult)	3	83655
007781	Methadone (Dolophine), Serum	1	80299
007856	Primidone (Mysoline(R)), Serum	5	80184, 80188
007915	Zonisamide(Zonegran), Serum	8	80203
008128	GC Culture Only	1	87081
008201	Cytomegalovirus (CMV) Culture	2	87252, 87254
008219	Parasite ID, Worm	1	87169
008250	HSV Culture and Typing	7	87255
008474	Organism Identification, Mold	36	87107
008565	Chlamydia trachomatis Culture	1	87110, 87140
008573	Viral Culture, General	12	87252
008623	Ova + Parasite Exam	90	87177, 87209
008680	Susceptibility, Aer + Anaerob	2	87186
009159	Miscellaneous Fluid Cytology	1	88112
010108	C-Peptide, Serum	126	84681
010116	Angiotensin-Converting Enzyme	27	82164
010170	Zinc Protoporphyrin (ZPP)	1	84202
010173	Beta-2 Microglobulin, Urine	1	82232

010181	Beta-2 Microglobulin, Serum	19	82232
010272	EBV Nuclear Antigen Ab, IgG	139	86664
010314	Thyrotropin Receptor Ab, Serum	2	83520
010330	Bile Acids	44	82239
010363	IGF-1	33	84305
010397	VIP, Plasma	2	84586
010405	Myoglobin, Serum	4	83874
010413	Intrinsic Factor Abs, Serum	9	86340
010447	ADH	2	84588
010505	Copeptin	5	84588
010991	pH, Stool	2	83986
012211	Immunoglobulin G, Quant, CSF	30	82784
012229	Albumin, Cerebrospinal Fluid	43	82042
012518	Antihistone Antibodies	14	86235
012708	Sjogren's Ab, Anti-SS-A/-SS-B	78	86235 (x2)
013706	Calcium, Random Urine	17	82340
015230	Thrombin Time	8	85670
015594	Antithrombin III, Func/Immunol	1	85300, 85301
016188	Murine Typhus Antibodies, IgG	2	86757
016502	Spotted Fever Group Antibodies	6	86757 (x2)
016774	Q Fever Antibodies, IgG	5	86638
016824	Complement C1q, Quantitative	5	86160
017194	Pentobarbital	6	Test not coded
017509	Vitamin A, Serum	13	84590
017699	Methanol	65	80320
018705	Antiscleroderma-70 Antibodies	38	86235
019216	Oligoclonal Banding, Serum+CSF	44	83916
019497	Glucose, Body Fluid	15	82945
019588	Protein, Body Fluid	5	84157
042580	Heavy Metals Profile I, Blood	8	82175, 83655, 83825
062695	Allergen Profile, Shellfish	1	86003 (x6)
070032	Zinc, Whole Blood	22	84630
070045	Nicotine and Metabolite, Ur Qn	100	80323
070085	17-OH Progesterone LCMS	3	83498

070104	Reverse T3, Serum	3		84482
070115	Vitamin B3 (Niacin+Metabolite)	1		84591
070125	Thyroglobulin by LCMS	23		84432
070140	Vitamin E	10		84446
070228	Acylcarnitine Profile, Plasma	4		82017
071255	Nicotine and Metabolite, Quant	28		80323
071258	Caffeine, Serum	1		80155
071282	Amphetamines Conf, MS, UR	156		80324
071290	Barbiturates Conf, MS, UR	2		80345
071308	Benzodiazepine Conf, MS, UR	25		80346
071316	Cannabinoid Conf, MS, UR	123		80349
071324	Cocaine Conf, MS, UR	55		80353
071464	Phencyclidine, Confirm, Urine	3		83992
071571	Nickel, Plasma	1		83885
071654	Ethylene Glycol, Serum	58		82693
080713	Lysozyme, Serum	1		85549
080926	Synthetic Glucocorticoid Srn.U	1		82542
081091	Calcitriol(1,25 di-OH Vit D)	53		82652
081695	Creutzfeldt-Jakob Disease	2		83520 (x2), 0035U
082016	Sex Horm Binding Glob, Serum	25		84270
082339	Treponemal Antibodies, TPPA	226		86780
083935	HIV Ab/p24 Ag with Reflex	4		87389
084152	Catecholamines, Plasma	8		82384
084715	von Willebrand Profile	2		85240, 85245, 85246
085902	AChR Binding Abs, Serum	26		86041
085926	AChR Blocking Abs, Serum	16		86042
085970	Ganglionic AChRab, Serum	2		83519
086231	Factor II Activity	3		85210
086249	Factor V Activity	7		85220
086280	von Willebrand Factor (vWF) Ag	37		85246
086298	Factor IX Activity	16		85250
086306	Factor X Activity	2		85260
086314	Factor XI Activity	2		85270
086330	Factor XIII	1		85291

086868	Legionella Species Culture	6	87070
088062	Amylase, Body Fluid	113	82150
095653	Alpha-1-Antitrypsin Phenotyp	1	82103, 82104
096001	Coxsackie B Virus Antibodies	7	86658 (x6)
096230	EBV Ab VCA, IgG	430	86665
096248	EBV Early Antigen Ab, IgG	2	86663
096289	Anti-DNase B Strep Antibodies	11	86215
096339	Anti-dsDNA Antibodies	182	86225
096537	Rubella Antibodies, IgM	16	86762
096651	Toxoplasma gondii Ab,IgM	25	86778
096727	Cytomegalovirus (CMV) Ab, IgM	3	86645
096735	EBV Ab VCA, IgM	32	86665
096776	Varicella-Zoster Ab, IgM	7	86787
096917	T + B-Lymphocyte Differential	5	86359, 86360, 86355
096930	CD20 B Cells	1	86355, 86356
100156	LD, Body Fluid	16	83615
100800	Fructosamine	21	82985
101170	Triglycerides, Fluid	53	84478
112754	Interp (2-8 Markers)	1	88187
114466	Microdissection - Global	5	88381
114472	EGFR Mutation Analysis, NSCLC	2	81235
114952	B-Cell(IGH&IGK) Gene Rearrange	1	81261, 81264
114975	KRAS Mutation by Snapshot	1	81275, 81276
114980	BRAF Mutation by Snapshot	2	81210
115005	MYD88 Mutation Detection PCR	1	81305
115530	Microsatelite Instab.-Promega	3	81301
117020	Hexagonal Phase Phospholipid	36	85598
117021	VEGF, Serum	2	83520
117035	PTT-LA Incub Mix	5	85732
117040	PTT-LA Mix	36	85732
117052	Fibrinogen Antigen	1	85385
117079	Antiphospholipid Syndrome	10	85730, 85610, 85670, 85613,
117150	Platelet Antibody Profile	5	85598, 86147 (x2), 86146 (x2)
			86022

117157	F-VIII INH, Comprehensive	1		85240, 85730, 85732 (x3)
117159	aPTT 1:1 Normal Plasma	1		85732
117164	Factor VIII Bethesda Titer	1		85335
117203	Thrombin Neutralization	2		85670
117705	Protein C-Functional	81		85303
117713	Plasminogen Activity	2		85420
				81240, 83090, 85420, 85300,
				85303, 85306, 85307, 85732,
				85613, 86147 (x3), 86146 (x3)
117720	Thrombotic Risk Assessment	1		85305, 85306 (x2)
117754	Protein S Panel	1		85307
117762	Activated Protein C Resistance	5		85732, 85613
117892	Lupus Anticoagulant Reflex	122		85613
117912	dRVVT Mix	57		85397
117913	ADAMTS13 Activity	79		85613
117923	dRVVT Confirm	41		85613
117924	dRVVT Confirm	2		84999
120071	Osmolality, Fecal	12		84260
120204	Serotonin, Serum	5		86161
120220	C1 Esterase Inhibitor, Func	14		82553
120816	Creatine Kinase (CK), MB	1		82595
120956	Cryoglobulin, QI, Serum	33		84120
120980	Porphyrins, Qn, Random U	3		83521 (x2)
121137	Free K+L Lt Chains,Qn,S	117		84425
121186	Vitamin B1 (Thiamine), Blood	188		84597
121200	Vitamin K1	7		83521 (x2)
121228	Free K+L Lt Chains,Qn,Ur	20		82610
121265	Cystatin C with eGFR	1		83020
121690	Hgb Fractionation Cascade	73		85660
121697	Hgb Solubility	7		83021
121710	Hgb Fractionation by HPLC	2		85660, 83021
121720	Hgb Frac by HPLC+Solubility	19		83835
121806	Metanephrines, Frac., Pl. Free	44		82103
123010	Alpha-1-Antitrypsin, Fecal, Qn	4		86332
123014	C3d Immune Complexes	1		

123034	Immunofixation, Urine	66	86335
123231	ACE, CSF	27	82164
123234	Pancreatic Elastase, Fecal	34	82653
123255	Calprotectin, Fecal	17	83993
123377	Myelin Basic Protein, CSF	50	83873
			82042, 82784 (x2), 83916,
123390	MS Profile+MBP, CSF	0	83873, 82040
138006	Chlamydia psittaci IgM Ab	1	86632
138230	Epstein-Barr DNA Quant, PCR	2543	87799
138271	Haemophilus influenzae B IgG	1	86317
138289	Epstein-Barr Virus PCR	17	87798
138350	Bartonella DNA PCR	1	87471
138479	Human Herpes Virus 6 PCR	10	87532
138602	Toxoplasma gondii PCR	5	87798
138636	Enterovirus RT-PCR	19	87498
138651	HSV 1/2 PCR	152	87529 (x2)
138685	Lyme (B. burgdorferi) PCR	13	87476
138693	CMV PCR	14	87496
138768	Echinococcus Antibody	3	86682
138842	West Nile Virus Antibody, Serum	2	86788, 86789
138880	BKV Quant PCR (Urine)	7	87799
138966	West Nile Virus Antibody, CSF	29	86788, 86789
139144	CMV Quant DNA PCR (Urine)	2	87497
139172	Coccidioides CF Antibody	153	86635
139290	Donor T. cruzi (Chagas)	35	86753
139326	Parvovirus B19 Quant PCR	30	87799
139340	JC Virus DNA, PCR (CSF)	4	87798
139370	JC Virus DNA, PCR (Whole Blood)	5	87798
139806	DONOR WNV NAT Assay	12	87798
139825	HIV-1/HIV-2 Qualitative RNA	12	87535, 87538
139835	VZV PCR, CSF	4	87798
140050	Albumin, 24-Hr Urine	24	82043
140103	Testosterone, Free and Total	22	84402, 84403
140120	MAG IgM Autoantibodies	1	83520

140152	IGF-BP3	2	83520
140230	Monkeypox (Orthopoxvirus), PCR	16	87593
140277	Erythropoietin (EPO), Serum	99	82668
140280	GM1 IgM Autoantibodies	5	83520
140283	Mumps, PCR, Swab	3	87798
140285	Albumin/Creatinine Ratio,Urine	215	82043, 82570
140293	CA 27.29	97	86300
140385	GM1 IgG Autoantibodies	7	83520
140470	Measles (Rubeola), PCR, Swab	2	87798
140533	Proinsulin	18	84206
140640	VGCC Antibody	5	86596
140731	PSA, Ultrasensitive W/O Serial	1	84153
140749	Thyroid Stim Immunoglobulin	56	84445
140848	Chromogranin A	12	86316
140916	Interleukin-6, Serum	4	83529
141300	AFP with AFP-L3%	18	82107
141325	Des gamma carboxy Prothrombin	3	83951
141330	Anti-PLA2R	36	83516
141531	IA-2 Autoantibodies	37	86341
141598	Insulin Antibodies	29	86337
142331	CEA, Fluid	35	82378
142455	IL-2 Receptor Alpha	10	83520
143000	NT-proBNP	48	83880
143008	GAD-65 Autoantibody	62	86341
143305	Soluble Transferrin Receptor	35	84238
143404	Cancer Antigen (CA) 15-3	6	86300
144012	HDV Antibody, IgG/IgM	14	86692
146704	Pancreatic Polypeptide	2	83519
146795	Inhibin B	13	83520
146803	Inhibin A, Ultrasensitive	6	86336
150018	Serotonin Release Assay	20	82542
150075	Heparin Induced Platelet	1	86022
160178	Measles IgM	4	86765
160184	Striation Abs, Serum	1	86255

160499	Mumps Antibodies, IgM	5	86735
160531	IgG, Subclass 4	1	82787
160721	Antipancreatic Islet Cells	21	86341
161455	Anti-Jo-1	21	86235
161802	Anticardiolipin Ab, IgG/M, Qn	88	86147 (x2)
161810	Anticardiolipin Ab, IgG, Qn	50	86147
161950	Anticardiolip Ab, IgA/G/M, Qn	28	86147 (x3)
162388	Antineutrophil Cytoplasmic Ab	260	86037 (x3)
163050	Anti-GBM Antibodies	89	83516
163059	Anti-MPO Antibodies	88	83516
163061	ANCA Profile	1	86037 (x3), 83516 (x2)
163067	Anti-PR3 Antibodies	85	83516
163084	Zika Virus Antibody, IgM	19	86794
163162	Bartonella Antibody Panel	9	86611 (x4)
163212	Mycoplasma pneumoniae, IgM Ab	42	86738
163295	Coxsackie A IgG/IgM Antibody	2	86658 (x8)
163303	Parvovirus B19, Human, IgG/IgM	18	86747 (x2)
163402	Gliadin IgG/IgA Ab Prof, EIA	4	86258 (x2)
163600	Lyme, Line Blot, Serum	3	86617 (x2)
163691	Tetanus Antitoxoid IgG Ab	1	86317
163741	Mycoplasma pneumoniae, IgG Ab	6	86738
163758	Mycoplasma pneu. IgG/IgM Abs	1	86738 (x2)
163915	Beta-2 Glycoprotein I Ab,G,A,M	105	86146 (x3)
163980	Liver-Kidney Microsomal Ab	90	86376
164000	Strongyloides IgG Antibody	765	86682
164055	SARS-CoV-2 Antibody, IgG	8	86769
164068	SARS-CoV-2 Ab, Nucleocapsid	1	86769
164089	Lyme IgG/IgM	1	86618 (x2)
164099	HSV 1 and 2 Ab, IgG	52	86696, 86695
			86762, 86644, 86695, 86696,
164101	Prenat Infect Dis Ab, IgG	2	86777
164122	Des 1 and Des 3 IgG	1	83516 (x2)
164129	HTLV-I/II Immunoblot	5	86687, 86688
164226	Lyme Disease Serology w/Reflex	120	86618

164284	Fungal Antibodies, DID	1	86606 (x3), 86612
164285	Aspergillus Ab, Qn, DID	40	86606 (x3)
164293	Blastomyces Abs, Qn, DID	45	86612
164319	Histoplasma Abs, Qn, DID	75	86698
164509	vWF Activity	23	85245
164517	Protein S-Antigen	19	85305, 85306
164525	Protein S-Functional	61	85306
164616	Legionella pneumophila Abs.	1	86713
164632	Brucella Antibody IgG/IgM	9	86622 (x2)
164640	t-Transglutaminase (tTG) IgA	16	86364
164657	Saccharomyces cerevisiae Panel	1	86671 (x2)
164722	Ehrlichia Ab Panel	1	86666 (x4)
164798	Coccidioides Abs, IgG/IgM, EIA	445	86635 (x2)
164814	Anti-Centromere B Antibodies	26	86235
164830	Inflammatory Bowel Disease-IBD	2	86671 (x2), 86037
164914	Anti-CCP Ab, IgG/IgA	135	86200
164947	ANA by IFA Rfx Titer/Pattern	629	86038
164988	t-Transglutaminase (tTG) IgG	3	86364
165620	Myasthenia Gravis Profile	3	86041, 86043, 86042, 86255
167351	HLA B*58:01	5	81381
167389	HLA B*51 Disease Association	2	81373
167570	ApoL1 Risk Variants	1	82542
176120	ImmuKnow (R)	12	86352
			87798, 87801, 87661, 87798 59
180039	NuSwab Vaginitis (VG)	1	(x2)
180040	Genital Mycoplasmas NAA, Urine	1	87798, 87563, 87798 59
180141	Campylobacter Culture	1	87046
180232	Pneumocystis Smear, DFA	64	87281
182220	Antifungal Suscep, Fluconazole	1	87186
182329	Antifungal Suscep,Amphotericin	1	87186
182579	Mtb Susceptibility Broth	13	87188 (x5)
182691	Mtb AST Confirmation	3	87190 (x6)
182832	MAC Susceptibility Broth	1	87186
182835	MAC Susceptibility Broth	49	87186

182857	Nocardia Susceptibility Broth	2	87186
182859	Nocardia Susceptibility Broth	5	87186
182865	Org ID by Sequencing Rflx AST	7	87153
182917	Rapid Grower Broth Suscep.	7	87186
182925	Slow Grower Broth Suscep.	1	87186
183155	Tissue Grinding	29	87176
183156	Concentration	908	87015
183157	Tissue Grind/Digestion/Decon	205	87176, 87015
183160	Ct, Ng, Trich vag by NAA	1	87491, 87591, 87661
183166	AFB ID+Susceptibilities	122	87150
183194	Chlamydia/GC Amplification	8	87491, 87591
183260	Yeast Suscep, Rezafungin	1	Test Not Coded
183293	Mycobacteria, ID by Seq.	11	87153
183404	Aerobic ID by MALDI	1	87077
183406	Nocardia ID by MALDI	3	87118
183407	Mycobacteria ID by MALDI	31	87118
183410	Meningitis/Encephalitis by NAA	1	87483
183509	Antifungal Suscep, Micafungin	1	87186
183512	Histoplasma Gal'mannan Ag Ser	3	87385
183531	AFBSm/Cult/AST/MTBRIF,Non-Sput	1	87116, 87564, 87206
183558	Giardia/Cryptosporidium EIA	15	87329, 87328
183560	Histoplasma Gal'mannan Ag Ur	81	87385
183764	Acid Fast Smear+Culture W/Rflx	1171	87206, 87116
183766	Concentration	1	87015
183805	Aspergillus Ag, BAL/Serum	136	87305
186015	Viral Cult, Rapid, Respiratory	11	87254 (x7)
186056	Viral Culture,Rapid,Lesion	3	87254, 87255
186072	HSV Culture Without Typing	10	87255
188052	Trich vag by NAA	2	87661
188080	Chlamydia, Conjunctiva, NAA	4	87491
188227	Legionella pneumophila/Culture	1	87070, 87278
188615	Scabies Examination	3	87169
188672	Ct/GC NAA, Rectal	17	87491, 87591
188698	Ct/GC NAA, Pharyngeal	27	87491, 87591

205281	Crypto+Isospo+O+P	1	87177, 87206, 87015, 87209
206419	Pyruvate Kinase	1	84220
209601	IgG, Subclasses(1-4)	39	82784, 82787 (x4)
211003	Immunoglobulins, IgG/A/M, CSF	1	82784 (x3)
216010	Apo A1 + B + Ratio	31	82172 (x2)
216655	EBV Acute Infection Antibodies	273	86663, 86664, 86665 (x2)
221085	CMV Abs IgG/IgM	21	86644, 86645
224441	C3 Nephritic Factor	1	86161
235010	Lipid Panel With LDL/HDL Ratio	1	80061
247282	Cholesterol, Fluid	92	84311
247864	Mono, Qual W/Rflx if Negative	306	86308
250555	Antiphospholipid Syndrome Prof	1	85613, 85732, 86147 (x2)
252529	CGD:CYBB	1	81479
252559	von Hippel-Lindau:VHL (Opt)	1	81404
252780	Pancreatitis: SPINK1	1	81404
266015	Folate, RBC	16	82747, 85014
270466	Stat Service	1	99199
283655	Protein C Deficiency Profile	1	85302, 85303
316203	Catecholamines,Ur.,Free,Random	1	82384, 82570
322000	Comp. Metabolic Panel (14)	1	80053
334971	Celiac Disease Antibody Screen	45	82784, 86364, 86258
			86644, 86645, 86777, 86778,
349287	Pregnancy, ID Ab	1	86747 (x2)
354928	Protein Electro, Random Urine	59	84166, 84156
361897	ANA+ENA+DNA/DS+JO 1+Scl 70+...	251	86038, 86225, 86235 (x6)
382965	ANA, IFA Rfx 11 Mark Multiplex	1	86038
402362	Enzyme Biotinidase Def, Serum	1	82261
451953	IntelliGEN(R) Myeloid	1	81450
480481	BCR-ABL1, CML/ALL, PCR, Quant	4	81206, 81207
480772	PSA Total (Reflex to Free)	18	84153
480848	%fPSA Reflex	1	84154
481020	JAK2 V617F, Quantitative	13	81270
481025	Cystic Fibrosis, 97 Variants	2	81220

			81292, 81294, 81295, 81297, 81298, 81300, 81317, 81319, 81321, 81323, 81351, 81403, 81404, 81405, 81406, 81407, 81403, 81404, 81405, 81406, 81404, 81405, 81405, 81405,
481407	VistaSeq Renal Cell Cancer	1	81479
481630	Spinal Muscular Atrophy (SMA)	1	81329
481684	Fragile X Syndrome, Carrier	2	81243
482353	GeneSeq PLUS, TTR	1	81404
482449	GeneSeq PLUS, CFTR	1	81223
482632	CF Full-gene Carrier Screen	10	81220
483745	p-tau181	2	83520
486226	sFlt-1/P1GF Ratio	1	0524U
489150	MPL Mutation Analysis	1	81338
489514	NGS JAK2 E12-15/CALR/MPL	1	81279, 81219, 81338
489555	JAK2 V617F rfx CALR/MPL/E12-15	1	81270
489615	NGS JAK2 V617F/CALR/MPL	3	81270, 81219, 81338
500089	C-Telopeptide, Serum	1	82523
500118	Dexamethasone, Serum	2	80299
500148	Von Willebrand Factor Multi.	26	85247
500163	17-Alpha-Hydroxyprogesterone	1	83498
500179	Salivary Cortisol,MS	1	82533
500183	Anti-Mullerian Hormone (AMH)	2	82166
500324	Macroprolactin	1	84146 (x2)
500538	TSH Receptor Antibody (TBII)	1	83519
501902	Free T4 by Dialysis/Mass Spec	1	84439
503380	PTHrP (PTH-Related Peptide)	71	82397
503500	HPV ISH Low/High Risk Subtypes	1	88365, 88364 (x2)
503610	Beta-Hydroxybutyrate	1	82010
503870	Infliximab Drug + Antibody	2	80230, 82397
503995	ZNT8 Antibodies	34	86341
504525	MuSK Abs, Serum	3	86366
504600	MuSK Abs, Serum	5	86366

504805	21-Hydroxylase Antibodies	1	83516
505005	Helper Suppressor Short Prof.	282	86359, 86360
505225	AChR-modulating Ab	14	86043
505240	Anti-Hu, Anti-Ri, Anti-Yo IFA	1	86255 (x3)
505271	CD4/CD8 Ratio Profile	49	86360
505295	Anti-Aquaporin (AQP4), Serum	2	86052
505310	Anti-MOG, Serum	22	86362
505312	Anti-MOG Antibody Titer, Serum	1	86256
505357	Anti-LGI1 Antibody Titer, Serum	1	86256
505375	Anti-NMDAR, Serum	13	86255
505535	Autoimmune Encephalopathy Ab	10	86255 (x22), 86341
505565	Anti-Hu, Anti-Ri, Anti-Yo CSF	13	86255 (x3)
505575	Paraneoplastic Ab	10	86255 (x11), 86596
505614	Autoimmune Axonal Ab	1	86255 (x18), 86341, 84182
505625	Autoimmune Encephalopathy CSF	28	86341, 86255 (x22)
505700	Paraneoplastic, Spinal Fluid	1	86255 (x11)
505720	Anti-NMDAR, Spinal Fluid	34	86255
505725	Beta Amyloid 42/40 Ratio	2	83520 (x2)
505758	Anti-Aquaporin 4 (AQP4), CSF	3	86052
505776	Anti-MOG, CSF	4	86362
506262	IGF-2	1	83520
506311	Activated Lymphocyte Panel #4	1	86356 x3, 86359, 86360
510002	Chromosome Microarray	14	81229
510750	Thiopurine Methyltransferase	23	84433
511154	Factor V Leiden Mutation	74	81241
511162	Factor II, DNA Analysis	26	81240
511200	UGT1A1 Irinotecan Toxicity	2	81350
511210	Angelman/PWS Methylation Assay	1	81331
511238	MTHFR	11	81291
511260	Factor V Leiden Mutation	1	81241
511345	Hered.Hemochromatosis, DNA	33	81256
513002	Alk Phosphatase, Bone Specific	1	84080
520018	Anti-TPO Ab (RDL)	1	86376
520021	Anti-RNA Polymerase III (RDL)	8	86235

520057	Anti-HMGCR Ab (RDL)	1	83516
520080	MyoMarker 3 Profile (RDL)	1	86235 (x7), 83516 (x9)
520085	MyoMarker 3 Plus Profile (RDL)	19	86235 (x7), 83516 (x10)
520114	Anti-Soluble Liver Ag Ab (RDL)	1	83516
520130	Scleroderma Comp Plus (RDL)	1	86038, 86235 (x7), 83516
520202	Interstitial Lung Disease Prof	1	83516 (x7), 86235 (x3)
520385	Anti-HMGCR Ab	4	83516
550072	HCV RNA PCR Qn Rfx NS3/4A	239	87522
550080	HCV RT-PCR, Quant (Non-Graph)	584	87522
550123	HCV FibroSure	41	81596
550230	PhenoSense Integrase(R)	1	87903
550430	RNA, Real Time PCR (Non-Graph)	919	87536
550475	HCV Genotyping Non Reflex	6	87902
550503	Quant, RNA PCR	1	87536
550504	Quant, RNA PCR	3	87536
550539	Rfx to GenoSure(R) HCV NS3/4A	56	87902, 87900
551318	Quant, RNA PCR	2	87536
551610	HBV Real-Time PCR, Quant	625	87517
			87900, 87901, 87903, 87904
551690	PhenoSense GT (R)	1	(x12)
551704	GenoSure PRIme(R)	35	87901, 87906
551707	GenoSure PRIme(R) Interp	35	87900
551710	HBV Genotype	2	87912
551781	HIV GSArchive	4	87901, 87906
551782	HIV GSArchive Interp	4	87900
			87900, 87901, 87903, 87904
551920	PhenoSenseGT(R) plus Integrase	3	(x17), 87906
601013	Allergen Profile, Food-Fish	1	86003 (x7)
602505	F077-IgE Beta Lactoglobulin	5	86008
602627	Allergens w/Total IgE Area 1	1	82785, 86003 (x26)
602638	Allergens w/Total IgE Area 15	6	82785, 86003 (x23)
602644	Allergens w/Total IgE Area 14	1	82785, 86003 (x24)
602985	Allergens w/Total IgE Area 17	1	82785, 86003 (x24)
620016	Huntington Disease Repeat Exp	1	81271

620044	Lactate CSF	1	83605 81178, 81179, 81180, 81184, 81181, 81182, 81183, 81343, 81344, 81177, 81479
620167	Comp Spinocerebellar Ataxia	1	81404, 81479
630320	aHUS Genetic Analysis	1	86003 (x6)
648014	Allergen Profile, Food-Basic	1	86003
650390	K082-IgE Latex	1	86331, 86609, 86606, 86671, 86602 (x2)
660670	Hypersensitivity Pneumonitis	5	86003 (x7)
671926	Allergens(7)	1	80169
700003	Everolimus	1	82139
700068	Amino Acid Profile, Qn, Plasma	7	82139
700140	Amino Acid Profile, Qn, Urine	1	80324, 80359
700811	AMPHETAMINES/MDMA,MS,WB/SP RFX	5	80347
700814	BENZODIAZEPINES,MS,WB/SP RFX	11	83992
700816	PHENCYCLIDINE,MS,WB/SP RFX	1	80349
700817	THC,MS,WB/SP RFX	16	80356, 80361
700818	OPIATES,MS,WB/SP RFX	12	80365
700819	OXYCODONES,MS,WB/SP RFX	12	80307
700886	Drug Screen 10 w/Conf, WB	55	80353
700912	COCAINE,MS,WB/SP RFX	2	80307
701106	Synthetic Cannabinoids,Scr,Ur	1	80299
701768	PENTOBARBITAL IA, SERUM/PLASMA	2	80307
703025	Synthetic Opioids,Scr w/Conf,U	1	80364, 80354, 80376
703026	SYNTHETIC OPIOIDS CONFIRM B, U	1	80159
706440	Clozapine (Clozaril), Serum	8	82379
706500	Carnitine, Total and Free	3	83921
706961	Methylmalonic Acid, Serum	41	83992
712588	Phencyclidine Confirmation, Ur	1	80307
716167	Ethanol, Urine	1	80201
716285	Topiramate (Topamax), Serum	10	80195
716712	Sirolimus (Rapamune), Blood	3	83919
716720	Organic Acid Analysis, Urine	14	80180
716795	Mycophenolic Acid and Metabo.	16	

716910	Selenium, Serum/Plasma	8	84255
716928	Oxcarbazepine (Trileptal),S	17	80183
716936	Levetiracetam (Keppra), S	324	80177
716944	Lamotrigine (Lamictal), Serum	61	80175
717009	Lead, Blood (Pediatric)	5	83655
737834	Opiates Confirmation, Urine	31	80361
738770	Chromium and Cobalt, WB (MoM)	3	82495, 83018
738792	GHB Screen, Urine	3	80307
764258	Ketamine	3	80307
			80307, 80358, 80348, 80354,
			80366, 80355, 80370, 80364,
			80368, 80360, 80326, 83992,
			80334, 80337, 80338, 80331,
			80344, 80341, 80371, 80372,
			80353, 80377, 80373, 80347,
			80361, 80367, 80365, 80357,
791194	Comprehensive Drug Analysis,Ur	1	80359
791584	Phosphatidylethanol (PEth)	84	80321
800599	Factor VII Activity	2	85230
804122	Metformin, Serum/Plasma	1	80299
805245	Neutrophil Oxidative Burst*	1	82657
805259	IFN-γ (serum)*	1	83520
808320	Pregabalin	1	80299
808417	Flunitrazepam (Rohypnol) Scr.U	6	80307
809313	Drug Screen 10 w/Conf,Meconium	63	80307
811064	Fluoxetine, Ur Quantitative	1	80332
811089	Sulfonylurea Screen QT, Ur	17	80377
811158	Thiopental and Metabolite	1	80299
811513	Olanzapine (Zyprexa)	1	80299
812030	Lactic Acid, Body Fluid	1	83605
812166	Pneumococcal Ab (23 Serotype)	3	86581
813527	Carbohydrate, Urine	1	84377
816687	Adenovirus qPCR (Serum)	12	87798
816693	Pneumocystis jiroveci qPCR BAL	1	87594

816767	Pneumococcal IM (14 Serotype)	1	86581
818383	Mold Susceptibility, AmphoterB	1	87188
819213	Dengue Virus IgG and IgM	8	86790 (x2)
819330	CMV qPCR (BAL)	1	87497
			86359, 86357, 86355, 86356
820154	Lymphocyte Subset 6	3	(x2), 86360
820202	Cytokine Panel	1	83529, 83520 (x12)
			86651, 86652, 86653, 86654,
			86789, 86788, 86651 59, 86652
820442	Arbo Virus IgG/IgM Panel CSF	1	59, 86653 59, 86654 59
820452	Arbo Virus IgM Panel Serum	1	86651, 86652, 86653, 86654
820624	Tropheryma whipplei PCR	1	87798
823263	Francisella tularensis Abs	2	86668 (x2)
825440	Bicarbonate (HCO3), Urine	5	82374
827678	Electrolytes, Fecal	20	84302, 84999, 82438
827969	Bilirubin, Total Body Fluid	12	82247
828387	Entamoeba Histolytica Ag, EIA	4	87337
828801	CMV Ab, IgM, CSF	1	86645
828825	CMV Ab IgG, CSF	1	86644
828956	Pneumococcal Antibody Panel	1	86581
829030	Beta-2 Transferrin	3	86335
829034	Lipase, Fluid	6	83690
829482	Hemosiderin, Urine	1	83070
829524	Cancer Antigen-G1, Fluid	1	86301
830035	Leptospira IgM	2	86720
830700	Asialo-GM1 Antibodies, IgG/IgM	1	83516 (x5)
830721	Ganglioside Abs, IgG/IgM	6	83516 (x6)
830811	Reducing Substances - Fecal	1	84376
830893	Adenosine Deaminase, PI Fluid	14	84311
830896	Adenosine Deaminase, Peritoneal	3	84311
830944	Beryllium Lymphocyte Prolif. WB	2	86353
830945	Coccidioides Ab, Reflexive Pnl	2	86635 (x2)
830986	Cysticercosis Ab, IgG by ELISA	1	86682
831083	OmniSeq INSIGHT(sm)	3	81459, 88360 26, 88381

831214	Sensory Neuro Ab Panel w/Rflx	2	86255, 83516 (x2)
831503	Very Long Chain Fatty Acid	1	82726
831680	Liver Cytosol Type 1 Abs	1	86376
832162	Neutrophil Associated Abs(HNA)	1	86021
832224	TRG BF with RFLX to CHYLO	1	82664, 84478
832599	Fungitell Beta-D-Glucan	401	87449
832647	Hepatitis E IgM Antibodies	3	86790
832672	Hepatitis E IgG Antibodies	2	86790
833406	Early Sjogren's Syndrome	1	0522U
834198	Beta-2 Transferrin, BF	11	86335
835027	Hantavirus Antibodies, ELISA	2	86790 (x2)
883051	88305 Surg Path-1st Site	1	88305
910180	Stone Analysis	2	82365
910974	Cotinine, Serum	2	80307
911127	Fentanyl Confirmation, Ur	109	80354
990140	Sendout Service Charge	454	99199
998085	Venipuncture	1	36415
998511	Pass-through Handling Fee	3	Test not coded
C20261	FISH Inter Analysis 100-300x1	2	88275
C20295	ALK Inter FISH Analy 25-99cell	2	88274
C20514	ROS1 Inter FISH Analy 100-300	1	88275
C90120	ROS1 FISH 88271X2	1	88271 (x2)
C90123	CML FISH 88271X2	2	88271 (x2)
C90140	Chromosome Blood Routine 88230	6	88230
C90145	Count 15-20 cells, 2 Karyotype	6	88262
C90146	Chromosomes Leuk/Lymph	2	88237
C90161	Chromosome Instability Syn	1	88230
C90162	Score 50-100 Cells, count 2...	1	88248
C90163	Score 100 cells	1	88249
C90182	ALK FISH, NSCLC, Probes	2	88271 (x2)
G00290	HER2 IHC	1	88360
T18377	HER2 Breast (MD)	1	88377 TC
T20061	IHC 1st AB Stain x1 TECH	7	88342 TC
T20062	IHC 1st AB Stain x2 TECH	1	88342 TC (x2)

T20064	IHC 1st AB Stain x4 TECH	1	88342 TC (x4)
T20141	In situ Hybridization, Tech X1	3	88365 TC
T20142	In situ Hybridization, Tech X2	1	88365 TC (x2)
T20173	Morp Ana,Tumor Immuno,Man TX3	1	88360 TC (x3)
T20193	ISH ea Addl Probe x3 TECH	2	88364 TC (x3)
T20532	IHC ea addl AB Stain x3 TECH	2	88341 TC (x3)
T20999	PD-L1 by IHC (Keytruda (R))	3	88360 TC
T30999	PD-L1 by IHC (Opdivo (R))	1	88360 TC
T40992	PD-L1 22C3 at OmniSeq Tech	3	88360 TC
T90012	IHC ea Addl Single - TECH PP	1	88341 TC
T90013	IHC ea Addl Single - TECH PP	1	88341 TC
T90014	IHC ea Addl Single - TECH PP	1	88341 TC
T90015	IHC ea Addl Single - TECH PP	1	88341 TC
W20040	Flow Marker, First Prognostic	1	88184
W20045	Flow Markers X5 Prognostic	1	88185 (x5)
W20061	IHC 1st AB Stain x1 GLBL	1	88342
W20141	In situ Hybridization, GBL X1	2	88365
W20171	Morp Ana,Tumor Immuno,Man GX1	1	88360
W20172	Morp Ana,Tumor Immuno,Man GX2	1	88360 (x2)
W20173	Morp Ana,Tumor Immuno,Man GX3	1	88360 (x3)
W20191	ISH ea Addl Probe x1 GLBL	2	88364
W20224	FISH DNA Probe X4	2	88271 (x4)
W20226	FISH DNA Probe X6	4	88271 (x6)
W20230	FISH DNA Probe X10	4	88271 (x10)
W20233	FISH DNA Probe X13	1	88271 (x13)
W20262	FISH analyze 100-300 cells x2	1	88275 (x2)
W20263	FISH Analyze 100-300 cells X3	4	88275 (x3)
W20264	FISH analyze 100-300 cells x4	1	88275 (x4)
W20266	FISH analyze 100-300 cells x6	1	88275 (x6)
W20267	FISH analyze 100-300 cells x7	4	88275 (x7)
W20301	Tissue Cult Chromo Analysis	8	88237
W20304	Cytogenetics 20-25 cells	8	88264
W20532	IHC ea addl AB Stain x3 GLBL	1	88341 (x3)

ACCOUNT NUMBER	Account Name	Test Name	Sum Total Quantity	Current Fee
27015280	University Medical Center EPIC	001321	43	
27015280	University Medical Center EPIC	001453	491	
27015280	University Medical Center EPIC	001487	149	
27015280	University Medical Center EPIC	001495	1	
27015280	University Medical Center EPIC	001560	121	
27015280	University Medical Center EPIC	001586	27	
27015280	University Medical Center EPIC	001594	5	
27015280	University Medical Center EPIC	001612	9	
27015280	University Medical Center EPIC	001677	17	
27015280	University Medical Center EPIC	001685	167	
27015280	University Medical Center EPIC	001701	1	
27015280	University Medical Center EPIC	001735	3	
27015280	University Medical Center EPIC	001834	1	
27015280	University Medical Center EPIC	001842	3	
27015280	University Medical Center EPIC	001917	26	
27015280	University Medical Center EPIC	001941	72	
27015280	University Medical Center EPIC	001982	106	
27015280	University Medical Center EPIC	002006	90	
27015280	University Medical Center EPIC	002030	31	
27015280	University Medical Center EPIC	002170	73	
27015280	University Medical Center EPIC	002246	3	
27015280	University Medical Center EPIC	003079	9	
27015280	University Medical Center EPIC	003103	2	
27015280	University Medical Center EPIC	003194	1	
27015280	University Medical Center EPIC	003269	14	
27015280	University Medical Center EPIC	003343	4	
27015280	University Medical Center EPIC	003434	1	
27015280	University Medical Center EPIC	004020	20	
27015280	University Medical Center EPIC	004044	5	
27015280	University Medical Center EPIC	004051	9	
27015280	University Medical Center EPIC	004069	10	
27015280	University Medical Center EPIC	004100	6	
27015280	University Medical Center EPIC	004143	1	
27015280	University Medical Center EPIC	004176	3	

27015280	University Medical Center EPIC	004210	26
27015280	University Medical Center EPIC	004226	66
27015280	University Medical Center EPIC	004234	21
27015280	University Medical Center EPIC	004275	13
27015280	University Medical Center EPIC	004280	17
27015280	University Medical Center EPIC	004333	40
27015280	University Medical Center EPIC	004374	152
27015280	University Medical Center EPIC	004390	34
27015280	University Medical Center EPIC	004432	12
27015280	University Medical Center EPIC	004440	77
27015280	University Medical Center EPIC	004500	4
27015280	University Medical Center EPIC	004549	3
27015280	University Medical Center EPIC	004622	3
27015280	University Medical Center EPIC	004655	40
27015280	University Medical Center EPIC	004705	2
27015280	University Medical Center EPIC	004788	2
27015280	University Medical Center EPIC	004804	214
27015280	University Medical Center EPIC	004861	3
27015280	University Medical Center EPIC	004895	6
27015280	University Medical Center EPIC	004900	1
27015280	University Medical Center EPIC	006072	10
27015280	University Medical Center EPIC	006338	40
27015280	University Medical Center EPIC	006353	2
27015280	University Medical Center EPIC	006445	149
27015280	University Medical Center EPIC	006452	1
27015280	University Medical Center EPIC	006478	42
27015280	University Medical Center EPIC	006486	7
27015280	University Medical Center EPIC	006494	62
27015280	University Medical Center EPIC	006530	140
27015280	University Medical Center EPIC	006619	23
27015280	University Medical Center EPIC	006635	20
27015280	University Medical Center EPIC	006643	169
27015280	University Medical Center EPIC	006650	116
27015280	University Medical Center EPIC	006676	28
27015280	University Medical Center EPIC	006685	33

27015280	University Medical Center EPIC	006718	1148
27015280	University Medical Center EPIC	006726	78
27015280	University Medical Center EPIC	006924	17
27015280	University Medical Center EPIC	006926	3
27015280	University Medical Center EPIC	007010	1
27015280	University Medical Center EPIC	007012	75
27015280	University Medical Center EPIC	007013	4
27015280	University Medical Center EPIC	007046	2
27015280	University Medical Center EPIC	007187	24
27015280	University Medical Center EPIC	007252	1
27015280	University Medical Center EPIC	007476	1
27015280	University Medical Center EPIC	007625	3
27015280	University Medical Center EPIC	007781	1
27015280	University Medical Center EPIC	007856	5
27015280	University Medical Center EPIC	007915	8
27015280	University Medical Center EPIC	008128	1
27015280	University Medical Center EPIC	008201	2
27015280	University Medical Center EPIC	008219	1
27015280	University Medical Center EPIC	008250	7
27015280	University Medical Center EPIC	008474	36
27015280	University Medical Center EPIC	008565	1
27015280	University Medical Center EPIC	008573	12
27015280	University Medical Center EPIC	008623	90
27015280	University Medical Center EPIC	008680	2
27015280	University Medical Center EPIC	009159	1
27015280	University Medical Center EPIC	010108	126
27015280	University Medical Center EPIC	010116	27
27015280	University Medical Center EPIC	010170	1
27015280	University Medical Center EPIC	010173	1
27015280	University Medical Center EPIC	010181	19
27015280	University Medical Center EPIC	010272	139
27015280	University Medical Center EPIC	010314	2
27015280	University Medical Center EPIC	010330	44
27015280	University Medical Center EPIC	010363	33
27015280	University Medical Center EPIC	010397	2

27015280	University Medical Center EPIC	010405	4
27015280	University Medical Center EPIC	010413	9
27015280	University Medical Center EPIC	010447	2
27015280	University Medical Center EPIC	010505	5
27015280	University Medical Center EPIC	010991	2
27015280	University Medical Center EPIC	012211	30
27015280	University Medical Center EPIC	012229	43
27015280	University Medical Center EPIC	012518	14
27015280	University Medical Center EPIC	012708	78
27015280	University Medical Center EPIC	013706	17
27015280	University Medical Center EPIC	015230	8
27015280	University Medical Center EPIC	015594	1
27015280	University Medical Center EPIC	016188	2
27015280	University Medical Center EPIC	016502	6
27015280	University Medical Center EPIC	016774	5
27015280	University Medical Center EPIC	016824	5
27015280	University Medical Center EPIC	017194	6
27015280	University Medical Center EPIC	017509	13
27015280	University Medical Center EPIC	017699	65
27015280	University Medical Center EPIC	018705	38
27015280	University Medical Center EPIC	019216	44
27015280	University Medical Center EPIC	019497	15
27015280	University Medical Center EPIC	019588	5
27015280	University Medical Center EPIC	042580	8
27015280	University Medical Center EPIC	062695	1
27015280	University Medical Center EPIC	070032	22
27015280	University Medical Center EPIC	070045	100
27015280	University Medical Center EPIC	070085	3
27015280	University Medical Center EPIC	070104	3
27015280	University Medical Center EPIC	070115	1
27015280	University Medical Center EPIC	070125	23
27015280	University Medical Center EPIC	070140	10
27015280	University Medical Center EPIC	070228	4
27015280	University Medical Center EPIC	071255	28
27015280	University Medical Center EPIC	071258	1

27015280	University Medical Center EPIC	071282	156
27015280	University Medical Center EPIC	071290	2
27015280	University Medical Center EPIC	071308	25
27015280	University Medical Center EPIC	071316	123
27015280	University Medical Center EPIC	071324	55
27015280	University Medical Center EPIC	071464	3
27015280	University Medical Center EPIC	071571	1
27015280	University Medical Center EPIC	071654	58
27015280	University Medical Center EPIC	080713	1
27015280	University Medical Center EPIC	080926	1
27015280	University Medical Center EPIC	081091	53
27015280	University Medical Center EPIC	081695	2
27015280	University Medical Center EPIC	082016	25
27015280	University Medical Center EPIC	082339	226
27015280	University Medical Center EPIC	083935	4
27015280	University Medical Center EPIC	084152	8
27015280	University Medical Center EPIC	084715	2
27015280	University Medical Center EPIC	085902	26
27015280	University Medical Center EPIC	085926	16
27015280	University Medical Center EPIC	085970	2
27015280	University Medical Center EPIC	086231	3
27015280	University Medical Center EPIC	086249	7
27015280	University Medical Center EPIC	086280	37
27015280	University Medical Center EPIC	086298	16
27015280	University Medical Center EPIC	086306	2
27015280	University Medical Center EPIC	086314	2
27015280	University Medical Center EPIC	086330	1
27015280	University Medical Center EPIC	086868	6
27015280	University Medical Center EPIC	088062	113
27015280	University Medical Center EPIC	095653	1
27015280	University Medical Center EPIC	096001	7
27015280	University Medical Center EPIC	096230	430
27015280	University Medical Center EPIC	096248	2
27015280	University Medical Center EPIC	096289	11
27015280	University Medical Center EPIC	096339	182

27015280	University Medical Center EPIC	096537	16
27015280	University Medical Center EPIC	096651	25
27015280	University Medical Center EPIC	096727	3
27015280	University Medical Center EPIC	096735	32
27015280	University Medical Center EPIC	096776	7
27015280	University Medical Center EPIC	096917	5
27015280	University Medical Center EPIC	096930	1
27015280	University Medical Center EPIC	100156	16
27015280	University Medical Center EPIC	100800	21
27015280	University Medical Center EPIC	101170	53
27015280	University Medical Center EPIC	112754	1
27015280	University Medical Center EPIC	117020	36
27015280	University Medical Center EPIC	117021	2
27015280	University Medical Center EPIC	117035	5
27015280	University Medical Center EPIC	117040	36
27015280	University Medical Center EPIC	117052	1
27015280	University Medical Center EPIC	117079	10
27015280	University Medical Center EPIC	117150	5
27015280	University Medical Center EPIC	117157	1
27015280	University Medical Center EPIC	117159	1
27015280	University Medical Center EPIC	117164	1
27015280	University Medical Center EPIC	117203	2
27015280	University Medical Center EPIC	117705	81
27015280	University Medical Center EPIC	117713	2
27015280	University Medical Center EPIC	117720	1
27015280	University Medical Center EPIC	117754	1
27015280	University Medical Center EPIC	117762	5
27015280	University Medical Center EPIC	117892	122
27015280	University Medical Center EPIC	117912	57
27015280	University Medical Center EPIC	117913	79
27015280	University Medical Center EPIC	117923	41
27015280	University Medical Center EPIC	117924	2
27015280	University Medical Center EPIC	120071	12
27015280	University Medical Center EPIC	120204	5
27015280	University Medical Center EPIC	120220	14

27015280	University Medical Center EPIC	120816	1
27015280	University Medical Center EPIC	120956	33
27015280	University Medical Center EPIC	120980	3
27015280	University Medical Center EPIC	121137	117
27015280	University Medical Center EPIC	121186	188
27015280	University Medical Center EPIC	121200	7
27015280	University Medical Center EPIC	121228	20
27015280	University Medical Center EPIC	121265	1
27015280	University Medical Center EPIC	121690	73
27015280	University Medical Center EPIC	121697	7
27015280	University Medical Center EPIC	121710	2
27015280	University Medical Center EPIC	121720	19
27015280	University Medical Center EPIC	121806	44
27015280	University Medical Center EPIC	123010	4
27015280	University Medical Center EPIC	123014	1
27015280	University Medical Center EPIC	123034	66
27015280	University Medical Center EPIC	123231	27
27015280	University Medical Center EPIC	123234	34
27015280	University Medical Center EPIC	123255	17
27015280	University Medical Center EPIC	123377	50
27015280	University Medical Center EPIC	123390	0
27015280	University Medical Center EPIC	138006	1
27015280	University Medical Center EPIC	138230	2543
27015280	University Medical Center EPIC	138271	1
27015280	University Medical Center EPIC	138289	17
27015280	University Medical Center EPIC	138350	1
27015280	University Medical Center EPIC	138479	10
27015280	University Medical Center EPIC	138602	5
27015280	University Medical Center EPIC	138636	19
27015280	University Medical Center EPIC	138651	152
27015280	University Medical Center EPIC	138685	13
27015280	University Medical Center EPIC	138693	14
27015280	University Medical Center EPIC	138768	3
27015280	University Medical Center EPIC	138842	2
27015280	University Medical Center EPIC	138880	7

27015280	University Medical Center EPIC	138966	29
27015280	University Medical Center EPIC	139144	2
27015280	University Medical Center EPIC	139172	153
27015280	University Medical Center EPIC	139290	35
27015280	University Medical Center EPIC	139326	30
27015280	University Medical Center EPIC	139340	4
27015280	University Medical Center EPIC	139370	5
27015280	University Medical Center EPIC	139806	12
27015280	University Medical Center EPIC	139825	12
27015280	University Medical Center EPIC	139835	4
27015280	University Medical Center EPIC	140050	24
27015280	University Medical Center EPIC	140103	22
27015280	University Medical Center EPIC	140120	1
27015280	University Medical Center EPIC	140152	2
27015280	University Medical Center EPIC	140230	16
27015280	University Medical Center EPIC	140277	99
27015280	University Medical Center EPIC	140280	5
27015280	University Medical Center EPIC	140283	3
27015280	University Medical Center EPIC	140285	215
27015280	University Medical Center EPIC	140293	97
27015280	University Medical Center EPIC	140385	7
27015280	University Medical Center EPIC	140470	2
27015280	University Medical Center EPIC	140533	18
27015280	University Medical Center EPIC	140640	5
27015280	University Medical Center EPIC	140731	1
27015280	University Medical Center EPIC	140749	56
27015280	University Medical Center EPIC	140848	12
27015280	University Medical Center EPIC	140916	4
27015280	University Medical Center EPIC	141300	18
27015280	University Medical Center EPIC	141325	3
27015280	University Medical Center EPIC	141330	36
27015280	University Medical Center EPIC	141531	37
27015280	University Medical Center EPIC	141598	29
27015280	University Medical Center EPIC	142331	35
27015280	University Medical Center EPIC	142455	10

27015280	University Medical Center EPIC	143000	48
27015280	University Medical Center EPIC	143008	62
27015280	University Medical Center EPIC	143305	35
27015280	University Medical Center EPIC	143404	6
27015280	University Medical Center EPIC	144012	14
27015280	University Medical Center EPIC	146704	2
27015280	University Medical Center EPIC	146795	13
27015280	University Medical Center EPIC	146803	6
27015280	University Medical Center EPIC	150018	20
27015280	University Medical Center EPIC	150075	1
27015280	University Medical Center EPIC	160178	4
27015280	University Medical Center EPIC	160184	1
27015280	University Medical Center EPIC	160499	5
27015280	University Medical Center EPIC	160531	1
27015280	University Medical Center EPIC	160721	21
27015280	University Medical Center EPIC	161455	21
27015280	University Medical Center EPIC	161802	88
27015280	University Medical Center EPIC	161810	50
27015280	University Medical Center EPIC	161950	28
27015280	University Medical Center EPIC	162388	260
27015280	University Medical Center EPIC	163050	89
27015280	University Medical Center EPIC	163059	88
27015280	University Medical Center EPIC	163061	1
27015280	University Medical Center EPIC	163067	85
27015280	University Medical Center EPIC	163084	19
27015280	University Medical Center EPIC	163162	9
27015280	University Medical Center EPIC	163212	42
27015280	University Medical Center EPIC	163295	2
27015280	University Medical Center EPIC	163303	18
27015280	University Medical Center EPIC	163402	4
27015280	University Medical Center EPIC	163600	3
27015280	University Medical Center EPIC	163691	1
27015280	University Medical Center EPIC	163741	6
27015280	University Medical Center EPIC	163758	1
27015280	University Medical Center EPIC	163915	105

27015280	University Medical Center EPIC	163980	90
27015280	University Medical Center EPIC	164000	765
27015280	University Medical Center EPIC	164055	8
27015280	University Medical Center EPIC	164068	1
27015280	University Medical Center EPIC	164089	1
27015280	University Medical Center EPIC	164099	52
27015280	University Medical Center EPIC	164101	2
27015280	University Medical Center EPIC	164122	1
27015280	University Medical Center EPIC	164129	5
27015280	University Medical Center EPIC	164226	120
27015280	University Medical Center EPIC	164284	1
27015280	University Medical Center EPIC	164285	40
27015280	University Medical Center EPIC	164293	45
27015280	University Medical Center EPIC	164319	75
27015280	University Medical Center EPIC	164509	23
27015280	University Medical Center EPIC	164517	19
27015280	University Medical Center EPIC	164525	61
27015280	University Medical Center EPIC	164616	1
27015280	University Medical Center EPIC	164632	9
27015280	University Medical Center EPIC	164640	16
27015280	University Medical Center EPIC	164657	1
27015280	University Medical Center EPIC	164722	1
27015280	University Medical Center EPIC	164798	445
27015280	University Medical Center EPIC	164814	26
27015280	University Medical Center EPIC	164830	2
27015280	University Medical Center EPIC	164914	135
27015280	University Medical Center EPIC	164947	629
27015280	University Medical Center EPIC	164988	3
27015280	University Medical Center EPIC	165620	3
27015280	University Medical Center EPIC	167351	5
27015280	University Medical Center EPIC	167389	2
27015280	University Medical Center EPIC	167570	1
27015280	University Medical Center EPIC	176120	12
27015280	University Medical Center EPIC	180039	1
27015280	University Medical Center EPIC	180040	1

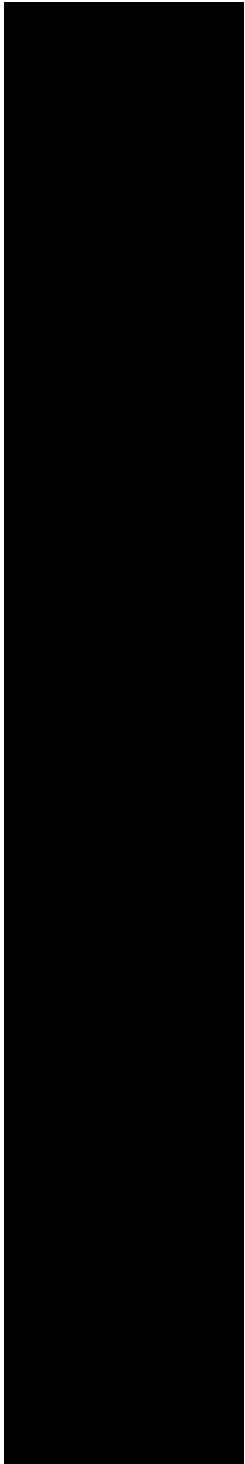
27015280	University Medical Center EPIC	180141	1
27015280	University Medical Center EPIC	180232	64
27015280	University Medical Center EPIC	182220	1
27015280	University Medical Center EPIC	182329	1
27015280	University Medical Center EPIC	182579	13
27015280	University Medical Center EPIC	182691	3
27015280	University Medical Center EPIC	182832	1
27015280	University Medical Center EPIC	182835	49
27015280	University Medical Center EPIC	182857	2
27015280	University Medical Center EPIC	182859	5
27015280	University Medical Center EPIC	182865	7
27015280	University Medical Center EPIC	182917	7
27015280	University Medical Center EPIC	182925	1
27015280	University Medical Center EPIC	183155	29
27015280	University Medical Center EPIC	183156	908
27015280	University Medical Center EPIC	183157	205
27015280	University Medical Center EPIC	183160	1
27015280	University Medical Center EPIC	183166	122
27015280	University Medical Center EPIC	183194	8
27015280	University Medical Center EPIC	183293	11
27015280	University Medical Center EPIC	183404	1
27015280	University Medical Center EPIC	183406	3
27015280	University Medical Center EPIC	183407	31
27015280	University Medical Center EPIC	183410	1
27015280	University Medical Center EPIC	183509	1
27015280	University Medical Center EPIC	183512	3
27015280	University Medical Center EPIC	183531	1
27015280	University Medical Center EPIC	183558	15
27015280	University Medical Center EPIC	183560	81
27015280	University Medical Center EPIC	183764	1171
27015280	University Medical Center EPIC	183766	1
27015280	University Medical Center EPIC	183805	136
27015280	University Medical Center EPIC	186015	11
27015280	University Medical Center EPIC	186056	3
27015280	University Medical Center EPIC	186072	10



27015280	University Medical Center EPIC	188052	2
27015280	University Medical Center EPIC	188080	4
27015280	University Medical Center EPIC	188227	1
27015280	University Medical Center EPIC	188615	3
27015280	University Medical Center EPIC	188672	17
27015280	University Medical Center EPIC	188698	27
27015280	University Medical Center EPIC	205281	1
27015280	University Medical Center EPIC	206419	1
27015280	University Medical Center EPIC	209601	39
27015280	University Medical Center EPIC	211003	1
27015280	University Medical Center EPIC	216010	31
27015280	University Medical Center EPIC	216655	273
27015280	University Medical Center EPIC	221085	21
27015280	University Medical Center EPIC	224441	1
27015280	University Medical Center EPIC	235010	1
27015280	University Medical Center EPIC	247282	92
27015280	University Medical Center EPIC	247864	306
27015280	University Medical Center EPIC	250555	1
27015280	University Medical Center EPIC	252529	1
27015280	University Medical Center EPIC	252559	1
27015280	University Medical Center EPIC	252780	1
27015280	University Medical Center EPIC	266015	16
27015280	University Medical Center EPIC	283655	1
27015280	University Medical Center EPIC	316203	1
27015280	University Medical Center EPIC	334971	45
27015280	University Medical Center EPIC	349287	1
27015280	University Medical Center EPIC	354928	59
27015280	University Medical Center EPIC	361897	251
27015280	University Medical Center EPIC	382965	1
27015280	University Medical Center EPIC	402362	1
27015280	University Medical Center EPIC	480481	4
27015280	University Medical Center EPIC	480772	18
27015280	University Medical Center EPIC	480848	1
27015280	University Medical Center EPIC	481020	13
27015280	University Medical Center EPIC	481025	2

27015280	University Medical Center EPIC	481407	1
27015280	University Medical Center EPIC	481630	1
27015280	University Medical Center EPIC	481684	2
27015280	University Medical Center EPIC	482353	1
27015280	University Medical Center EPIC	482449	1
27015280	University Medical Center EPIC	482632	10
27015280	University Medical Center EPIC	483745	2
27015280	University Medical Center EPIC	486226	1
27015280	University Medical Center EPIC	489150	1
27015280	University Medical Center EPIC	489514	1
27015280	University Medical Center EPIC	489555	1
27015280	University Medical Center EPIC	489615	3
27015280	University Medical Center EPIC	500089	1
27015280	University Medical Center EPIC	500118	2
27015280	University Medical Center EPIC	500148	26
27015280	University Medical Center EPIC	500163	1
27015280	University Medical Center EPIC	500179	1
27015280	University Medical Center EPIC	500183	2
27015280	University Medical Center EPIC	500324	1
27015280	University Medical Center EPIC	500538	1
27015280	University Medical Center EPIC	501902	1
27015280	University Medical Center EPIC	503380	71
27015280	University Medical Center EPIC	503500	1
27015280	University Medical Center EPIC	503610	1
27015280	University Medical Center EPIC	503870	2
27015280	University Medical Center EPIC	503995	34
27015280	University Medical Center EPIC	504525	3
27015280	University Medical Center EPIC	504600	5
27015280	University Medical Center EPIC	504805	1
27015280	University Medical Center EPIC	505005	282
27015280	University Medical Center EPIC	505225	14
27015280	University Medical Center EPIC	505240	1
27015280	University Medical Center EPIC	505271	49
27015280	University Medical Center EPIC	505295	2
27015280	University Medical Center EPIC	505310	22

27015280	University Medical Center EPIC	505312	1
27015280	University Medical Center EPIC	505357	1
27015280	University Medical Center EPIC	505375	13
27015280	University Medical Center EPIC	505535	10
27015280	University Medical Center EPIC	505565	13
27015280	University Medical Center EPIC	505575	10
27015280	University Medical Center EPIC	505614	1
27015280	University Medical Center EPIC	505625	28
27015280	University Medical Center EPIC	505700	1
27015280	University Medical Center EPIC	505720	34
27015280	University Medical Center EPIC	505725	2
27015280	University Medical Center EPIC	505758	3
27015280	University Medical Center EPIC	505776	4
27015280	University Medical Center EPIC	506262	1
27015280	University Medical Center EPIC	506311	1
27015280	University Medical Center EPIC	510002	14
27015280	University Medical Center EPIC	510750	23
27015280	University Medical Center EPIC	511154	74
27015280	University Medical Center EPIC	511162	26
27015280	University Medical Center EPIC	511200	2
27015280	University Medical Center EPIC	511210	1
27015280	University Medical Center EPIC	511238	11
27015280	University Medical Center EPIC	511260	1
27015280	University Medical Center EPIC	511345	33
27015280	University Medical Center EPIC	513002	1
27015280	University Medical Center EPIC	520018	1
27015280	University Medical Center EPIC	520021	8
27015280	University Medical Center EPIC	520057	1
27015280	University Medical Center EPIC	520080	1
27015280	University Medical Center EPIC	520085	19
27015280	University Medical Center EPIC	520114	1
27015280	University Medical Center EPIC	520130	1
27015280	University Medical Center EPIC	520202	1
27015280	University Medical Center EPIC	520385	4
27015280	University Medical Center EPIC	550072	239

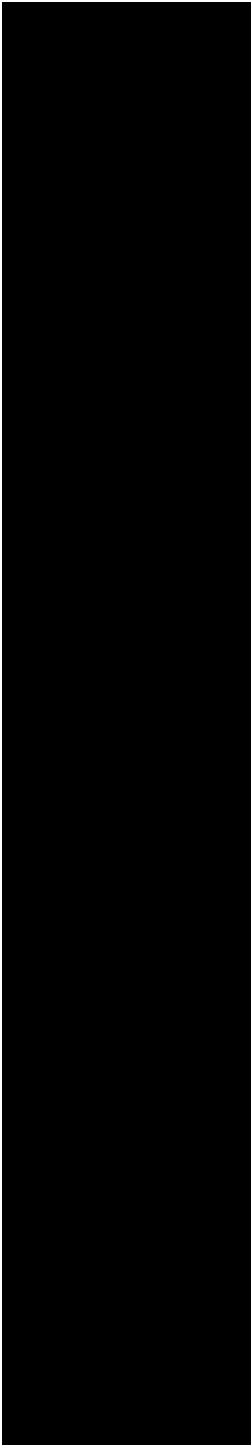


27015280	University Medical Center EPIC	550080	584
27015280	University Medical Center EPIC	550123	41
27015280	University Medical Center EPIC	550230	1
27015280	University Medical Center EPIC	550430	919
27015280	University Medical Center EPIC	550475	6
27015280	University Medical Center EPIC	550503	1
27015280	University Medical Center EPIC	550504	3
27015280	University Medical Center EPIC	550539	56
27015280	University Medical Center EPIC	551318	2
27015280	University Medical Center EPIC	551610	625
27015280	University Medical Center EPIC	551690	1
27015280	University Medical Center EPIC	551704	35
27015280	University Medical Center EPIC	551707	35
27015280	University Medical Center EPIC	551710	2
27015280	University Medical Center EPIC	551781	4
27015280	University Medical Center EPIC	551782	4
27015280	University Medical Center EPIC	551920	3
27015280	University Medical Center EPIC	601013	1
27015280	University Medical Center EPIC	602505	5
27015280	University Medical Center EPIC	602627	1
27015280	University Medical Center EPIC	602638	6
27015280	University Medical Center EPIC	602644	1
27015280	University Medical Center EPIC	602985	1
27015280	University Medical Center EPIC	620016	1
27015280	University Medical Center EPIC	620044	1
27015280	University Medical Center EPIC	620167	1
27015280	University Medical Center EPIC	630320	1
27015280	University Medical Center EPIC	648014	1
27015280	University Medical Center EPIC	650390	1
27015280	University Medical Center EPIC	660670	5
27015280	University Medical Center EPIC	671926	1
27015280	University Medical Center EPIC	700003	1
27015280	University Medical Center EPIC	700068	7
27015280	University Medical Center EPIC	700140	1
27015280	University Medical Center EPIC	700811	5

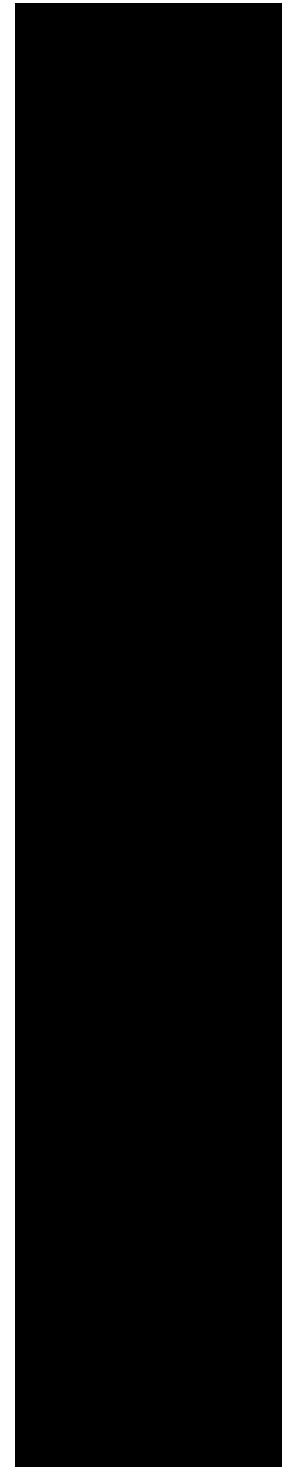
27015280	University Medical Center EPIC	700814	11
27015280	University Medical Center EPIC	700816	1
27015280	University Medical Center EPIC	700817	16
27015280	University Medical Center EPIC	700818	12
27015280	University Medical Center EPIC	700819	12
27015280	University Medical Center EPIC	700886	55
27015280	University Medical Center EPIC	700912	2
27015280	University Medical Center EPIC	701106	1
27015280	University Medical Center EPIC	701768	2
27015280	University Medical Center EPIC	703025	1
27015280	University Medical Center EPIC	703026	1
27015280	University Medical Center EPIC	706440	8
27015280	University Medical Center EPIC	706500	3
27015280	University Medical Center EPIC	706961	41
27015280	University Medical Center EPIC	712588	1
27015280	University Medical Center EPIC	716167	1
27015280	University Medical Center EPIC	716285	10
27015280	University Medical Center EPIC	716712	3
27015280	University Medical Center EPIC	716720	14
27015280	University Medical Center EPIC	716795	16
27015280	University Medical Center EPIC	716910	8
27015280	University Medical Center EPIC	716928	17
27015280	University Medical Center EPIC	716936	324
27015280	University Medical Center EPIC	716944	61
27015280	University Medical Center EPIC	717009	5
27015280	University Medical Center EPIC	737834	31
27015280	University Medical Center EPIC	738770	3
27015280	University Medical Center EPIC	738792	3
27015280	University Medical Center EPIC	764258	3
27015280	University Medical Center EPIC	791194	1
27015280	University Medical Center EPIC	791584	84
27015280	University Medical Center EPIC	800599	2
27015280	University Medical Center EPIC	804122	1
27015280	University Medical Center EPIC	805245	1
27015280	University Medical Center EPIC	805259	1

27015280	University Medical Center EPIC	808320	1
27015280	University Medical Center EPIC	808417	6
27015280	University Medical Center EPIC	809313	63
27015280	University Medical Center EPIC	811064	1
27015280	University Medical Center EPIC	811089	17
27015280	University Medical Center EPIC	811158	1
27015280	University Medical Center EPIC	811513	1
27015280	University Medical Center EPIC	812030	1
27015280	University Medical Center EPIC	812166	3
27015280	University Medical Center EPIC	813527	1
27015280	University Medical Center EPIC	816687	12
27015280	University Medical Center EPIC	816693	1
27015280	University Medical Center EPIC	816767	1
27015280	University Medical Center EPIC	818383	1
27015280	University Medical Center EPIC	819213	8
27015280	University Medical Center EPIC	819330	1
27015280	University Medical Center EPIC	820154	3
27015280	University Medical Center EPIC	820202	1
27015280	University Medical Center EPIC	820442	1
27015280	University Medical Center EPIC	820452	1
27015280	University Medical Center EPIC	820624	1
27015280	University Medical Center EPIC	823263	2
27015280	University Medical Center EPIC	825440	5
27015280	University Medical Center EPIC	827678	20
27015280	University Medical Center EPIC	827969	12
27015280	University Medical Center EPIC	828387	4
27015280	University Medical Center EPIC	828801	1
27015280	University Medical Center EPIC	828825	1
27015280	University Medical Center EPIC	828956	1
27015280	University Medical Center EPIC	829030	3
27015280	University Medical Center EPIC	829034	6
27015280	University Medical Center EPIC	829482	1
27015280	University Medical Center EPIC	829524	1
27015280	University Medical Center EPIC	830035	2
27015280	University Medical Center EPIC	830700	1

27015280	University Medical Center EPIC	830721	6
27015280	University Medical Center EPIC	830811	1
27015280	University Medical Center EPIC	830893	14
27015280	University Medical Center EPIC	830896	3
27015280	University Medical Center EPIC	830944	2
27015280	University Medical Center EPIC	830945	2
27015280	University Medical Center EPIC	830986	1
27015280	University Medical Center EPIC	831214	2
27015280	University Medical Center EPIC	831503	1
27015280	University Medical Center EPIC	831680	1
27015280	University Medical Center EPIC	832162	1
27015280	University Medical Center EPIC	832224	1
27015280	University Medical Center EPIC	832599	401
27015280	University Medical Center EPIC	832647	3
27015280	University Medical Center EPIC	832672	2
27015280	University Medical Center EPIC	833406	1
27015280	University Medical Center EPIC	834198	11
27015280	University Medical Center EPIC	835027	2
27015280	University Medical Center EPIC	883051	1
27015280	University Medical Center EPIC	910180	2
27015280	University Medical Center EPIC	910974	2
27015280	University Medical Center EPIC	911127	109
27015280	University Medical Center EPIC	990140	454
27015280	University Medical Center EPIC	998511	3
27015280	University Medical Center EPIC	C20261	2
27015280	University Medical Center EPIC	C90123	2
27015280	University Medical Center EPIC	C90140	6
27015280	University Medical Center EPIC	C90145	6
27015280	University Medical Center EPIC	C90146	2
27015280	University Medical Center EPIC	C90161	1
27015280	University Medical Center EPIC	C90162	1
27015280	University Medical Center EPIC	C90163	1
27015280	University Medical Center EPIC	W20040	1
27015280	University Medical Center EPIC	W20045	1
27015280	University Medical Center EPIC	W20226	3



27015280	University Medical Center EPIC	W20263	3
85577702	University Med Ctr Las Vegas	005009	1
85577702	University Med Ctr Las Vegas	005199	1
85577702	University Med Ctr Las Vegas	114466	5
85577702	University Med Ctr Las Vegas	114472	2
85577702	University Med Ctr Las Vegas	114952	1
85577702	University Med Ctr Las Vegas	114975	1
85577702	University Med Ctr Las Vegas	114980	2
85577702	University Med Ctr Las Vegas	115005	1
85577702	University Med Ctr Las Vegas	115530	3
85577702	University Med Ctr Las Vegas	270466	1
85577702	University Med Ctr Las Vegas	322000	1
85577702	University Med Ctr Las Vegas	451953	1
85577702	University Med Ctr Las Vegas	831083	3
85577702	University Med Ctr Las Vegas	998085	1
85577702	University Med Ctr Las Vegas	C20295	2
85577702	University Med Ctr Las Vegas	C20514	1
85577702	University Med Ctr Las Vegas	C90120	1
85577702	University Med Ctr Las Vegas	C90182	2
85577702	University Med Ctr Las Vegas	G00290	1
85577702	University Med Ctr Las Vegas	T18377	1
85577702	University Med Ctr Las Vegas	T20061	7
85577702	University Med Ctr Las Vegas	T20062	1
85577702	University Med Ctr Las Vegas	T20064	1
85577702	University Med Ctr Las Vegas	T20141	3
85577702	University Med Ctr Las Vegas	T20142	1
85577702	University Med Ctr Las Vegas	T20173	1
85577702	University Med Ctr Las Vegas	T20193	2
85577702	University Med Ctr Las Vegas	T20532	2
85577702	University Med Ctr Las Vegas	T20999	3
85577702	University Med Ctr Las Vegas	T30999	1
85577702	University Med Ctr Las Vegas	T40992	3
85577702	University Med Ctr Las Vegas	T90012	1
85577702	University Med Ctr Las Vegas	T90013	1
85577702	University Med Ctr Las Vegas	T90014	1



85577702	University Med Ctr Las Vegas	T90015	1
85577702	University Med Ctr Las Vegas	W20061	1
85577702	University Med Ctr Las Vegas	W20141	2
85577702	University Med Ctr Las Vegas	W20171	1
85577702	University Med Ctr Las Vegas	W20172	1
85577702	University Med Ctr Las Vegas	W20173	1
85577702	University Med Ctr Las Vegas	W20191	2
85577702	University Med Ctr Las Vegas	W20224	2
85577702	University Med Ctr Las Vegas	W20226	1
85577702	University Med Ctr Las Vegas	W20230	4
85577702	University Med Ctr Las Vegas	W20233	1
85577702	University Med Ctr Las Vegas	W20262	1
85577702	University Med Ctr Las Vegas	W20263	1
85577702	University Med Ctr Las Vegas	W20264	1
85577702	University Med Ctr Las Vegas	W20266	1
85577702	University Med Ctr Las Vegas	W20267	4
85577702	University Med Ctr Las Vegas	W20301	8
85577702	University Med Ctr Las Vegas	W20304	8
85577702	University Med Ctr Las Vegas	W20532	1





January 3rd, 2022

John Goodnow
Contract Specialist
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Reference Laboratory Testing Services.

Dear Mr. Goodnow:

This letter is provided in response to the University Medical Center of Southern Nevada's ("UMC") request for information about HealthTrust Purchasing Group, L.P.'s ("HealthTrust") competitive bidding process for Reference Laboratory Testing Services. We are pleased to provide this information to UMC in your capacity as a Participant of HealthTrust, as defined in and subject to the Participation Agreement between HealthTrust and UMC, effective August 3, 2016.

HealthTrust's bid and award process is described in its Contracting Process Policy [HT.008] available on its public website (<http://healthtrustpg.com/about-healthtrust/healthcare-code-of-ethics/>). As described in the policy, HealthTrust operates a member-driven contracting process. Advisory Boards are engaged to determine the clinical, technical, operational, conversion, business and other criteria important for each specific bid category. The boards are comprised of representatives from HealthTrust's membership who have appropriate experience, credentials/licensures, and decision-making authority within their respective health systems for the board on which they serve.

HealthTrust's requirements for specific products and services are published on its Contract Schedule on its public website. HealthTrust's requirements for vendors are outlined in its Supplier Criteria Policy [HT.010]. A listing of the minimum Supplier Criteria is also published on HealthTrust's public website, as well as an on-line form for prospective vendor submission.

The Contracting Process Policy includes criteria for the selection of contract products and services and documents and the procedures followed by HealthTrust's contracting team to select vendors for consideration. HealthTrust's Advisory Boards may provide additional requirements or other criteria that would be incorporated into the RFP (request for proposals) process, where appropriate. Vendor proposals submitted in response to RFPs are analyzed using an extensive clinical/technical review as described above, as well as a financial/operational review.



The above-described process was followed with respect to the Reference Laboratory Testing Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Reference Laboratory Testing Services category. A contract was executed with Laboratory Corp of America and Quest Diagnostics in January of 2017. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Laboratory Corporation of America				
(Include d.b.a., if applicable)						
Street Address:		7777 Forest Lane C350		Website: www.labcorp.com		
City, State and Zip Code:		Dallas, Texas 75230		POC Name: Marisa Bruhn		
				Email: volgenm@labcorp.com		
Telephone No:		972-598-6000		Fax No: 844-430 -1006		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

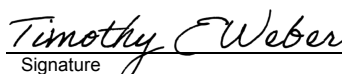
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

 Signature	Tim Weber Print Name
GM Title	18Jan'23 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
As Labcorp is a publicly traded company, we are unable to know with absolute certainty whether any individual members, partners, owners or principals of Labcorp 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. However, to the best of our knowledge, no shareholder holding more than 10% is currently 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.			

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Adam H. Schechter
Chairman, President and CEO

Lance V. Berberian
Executive Vice President and Chief Information and Technology Officer

Brian J. Caveney, M.D.
Executive Vice President, President, Diagnostics and Chief Medical Officer

Glenn A. Eisenberg
Executive Vice President and Chief Financial Officer

Paul R. N. Kirchgraber, M.D.
EVP and CEO of Early Development, Central Labs and Oncology

Thomas H. Pike
President and CEO of Clinical Development

Mark S. Schroeder
Executive Vice President and President of Diagnostics Laboratory Operations and
Global Supply Chain

Judi C. Seltz
Executive Vice President, Chief Human Resources Officer

Amy B. Summy
Executive Vice President and Chief Marketing Officer

Sandra D. van der Vaart
Executive Vice President, Chief Legal Officer, Chief Compliance Officer, and Corporate
Secretary

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

Issue:	Equipment Schedule No. 019 to Master Agreement 21237667 (Equipment Lease Schedule) with Flex Financial, a division of Stryker Sales, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 019 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000702100
Description: Sonopet & Neptune Equipment
Bid/RFP/CBE: NRS 450.525 - GPO
Term: 60 Months from the Effective date
Amount: \$3,699,546.60
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

In August, 2008 UMC entered Master Lease Agreement No. 21237667 with Stryker Finance, a division of Stryker Sales Corporation (“Stryker”), for laparoscope equipment and endoscopic services. In subsequent years, equipment schedules have been added to the Agreement for various hospital departments.

This request seeks approval for Equipment Schedule No. 019 under Master Agreement 21237667 (“Agreement”) with Stryker. This schedule pertains to the replacement of the Neptune 3 systems and docking stations. The objectives of this initiative include reducing disposable costs associated with the Neptune system and enhancing UMC’s current inventory.

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

Stryker currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their October 22, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 29, 2025

Agenda Item #

12

Date: October 14, 2025

RE: Reference no:21237667

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 W CHARLESTON BLVD
LAS VEGAS, Nevada 89102-2329

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

- Lease Schedule to Master Agreement
- Exhibit A - Detail of Equipment
- State and Local Government Rider
- Opinion of Counsel
- Addendum

**Conditions of Approval: Accounts Payable Contact Information, Customer PO., Opinion of Counsel, State and Local Government Rider, Federal ID

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal Tax ID number:	886000436	Accounts Payable contact:	Accounts payable
Purchase order number:		Accounts Payable Email:	Accounts.payable@umcsn.com
Upfront payment check number (if applicable):		Accounts Payable Phone:	
		Accounts Payable Address:	1800 W. Charleston Blvd. Las Vegas, NV 89102
Administrative Contact(s):			
Administrative contact name:		Administrative contact name:	
Email address:		Email address:	
Phone number:		Phone number:	

Please send completed documents to your Stryker team for processing or fax documents to (877) 204-1332.

If you have any questions regarding these documents, please contact your Stryker team.

The proposal evidenced by these documents is valid through the last business day of October, 2025 _

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

**EQUIPMENT SCHEDULE NO. 019 TO MASTER AGREEMENT NO.21237667
(Equipment Lease Schedule)**

Owner: Flex Financial, a division of Stryker Sales, LLC 1941 Stryker Way Portage, MI 49002	Customer: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102-2329
Supplier: Stryker Sales, LLC, 4100 E. Milham Avenue, Kalamazoo, MI 49001	
Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment")	
Equipment Location: 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102-2329	
Schedule of periodic rent payments:	
60 Monthly payments of \$61,659.11 (Plus Applicable Sales/Use Tax)	
Term in months: 60	Minimum monthly uses: <u>n/a</u>
Fee per use: <u>n/a</u>	
Purchase term (If blank, the Fair Market Value Option will be deemed chosen): <u>Fair Market Value Option</u>	

TERMS AND CONDITIONS

1. Lease agreement/term/acceptance/payments. The undersigned Customer ("Customer") unconditionally and irrevocably agrees to lease from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full, and shall remain fully enforceable throughout the Term of this Schedule (as defined below). Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. The term of this Schedule ("Term") shall start on the day the Equipment is delivered to Customer and shall continue for the number of months set forth above beginning with the Rent Commencement Date (as defined below). Customer shall be deemed to have accepted the Equipment for lease under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. **No acceptance of any item of Equipment may be revoked by Customer.** The Periodic Rent Payments described above ("Periodic Rent") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Rent Commencement Date"). Unless otherwise instructed by Owner in writing, all Periodic Rent and other amounts due hereunder shall be made to Owner's address above. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under this Schedule may only be made after Owner's prior written agreement to accept such payment amount. Periodic Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term regardless of whether or not Customer receives an invoice for it. The Minimum Monthly Uses and Fee Per Use described above shall not affect the amount of any monthly payment.

2. Purchase terms/return of equipment/renewal. If either the Fair Market Value Option or the Fixed Purchase Option applies to this Schedule, upon expiration of the Term and provided that this Schedule has not been terminated early and Customer is in compliance with this Schedule in all respects, Customer may upon at least 90 but not more than 180 days prior written notice to Owner exercise the applicable purchase option and upon the giving of such notice Customer shall be irrevocably and unconditionally obligated to purchase all (but not less than all) of the Equipment for the purchase amount shown above (plus all applicable Taxes), which amount shall be due and payable upon the expiration of the Term of this Schedule. If the \$1.00 Buyout applies to this Schedule, upon expiration of the Term, Customer shall pay all amounts owed by Customer hereunder but unpaid as of such date and \$1.00 (plus all applicable Taxes). Any purchase of the Equipment by Customer pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. Upon (x) any early termination of this Schedule or (y) the expiration of the Term of this Schedule and Customer has not exercised any option to purchase available to it under the terms of this Schedule, if any, the \$1.00 Buyout does not apply and Customer has given Owner at least 90 days but not more than 180 days written notice by certified mail prior to the end of the Term (the "Return Notice") that Customer will return the Equipment to Owner, Customer shall at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. **If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 90 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above.** All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance. If Customer fails to return the Equipment as and when required, Customer shall continue to remit Periodic Rent ("Remedial Payments") to Owner on the dates such payments would be payable under this Schedule as if this Schedule had not expired or terminated.

3. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly. If the Fair Market Value Option or Fixed Purchase Option applies to this Schedule, Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature: 	Date: 10/15/25
Print name: Mason Van Houweling		Print name: Mark Molenkamp	
Title: CEO		Title: Director, Sales Operations	

Exhibit A to Lease Schedule019 to Master Agreement No.21237667

Description of equipment

Customer name: UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Delivery Location: 1800 W CHARLESTON BLVD, LAS VEGAS,Nevada , 89102-2329

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
SHIP TO:	UNIV MED CTR, 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada, 89102-2329, United States	
5500-050-000	Sonopet iQ Ultrasonic Aspirator Console	3
5450-850-410	Sonopet Cart	3
5450-800-039	Sonopet Torque Wrench, 7mm	3
5500-255-000	Sonopet iQ Universal Angled Handpiece	3
5500-800-278	Sonopet iQ Sterilization Tray	3
5500-007-000	Sonopet iQ Advanced Foot Pedal - Wired	3
0996-851-011	POWER CORD (B), 3.0 M, NEMA	8
6700-313-003	BIPOLAR FOOTPEDAL SINGLE	8
6700-313-004	BIPOLAR INTERCONNECT CABLE	8
6700-313-304	FOOTSWITCH ADAPTER CABLE	8
6700-313-500	BIPOLAR GENERATOR	8
6700-313-600	BIPOLAR IRRIGATOR	8
6700-313-700	CART/FLOOR STAND	8
5402-007-000	CORE FOOTSWITCH	8
5407-FA1-000	Footed Attachment 12mm	12
5407-FA2-000	Footed Attachment 16mm	12
5407-FA3-000	Footed Attachment 25mm	12
5407-120-070	Hd 14cm Straight Attachment	12
5400-210-060	PERFORATOR CHUCK	12
5407-120-486	Elite 17cm Angled Attachment	12
5407-120-470	Elite 12cm Straight Attachment	12
5407-120-480	Elite 14cm Straight Attachment	12
5407-120-482	Elite 14cm Angled Attachment	12
5407-NF2-8CM	NON FOOTED ATTACHMENT 8CM	12
5407-120-442	ELITE 7CM MODIFIED ANGLED ATTACHMENT	12
5407-120-440	ELITE 7CM MODIFIED STRAIGHT ATTACHMENT	12
5407-350-000	PI DRIVE 2 PLUS MOTOR	12
5400-052-000US	CORE 2 - UNITED STATES	8
5400-210-020	PD Series Maestro Straight O" Attachment"	12
0703-001-000	Neptune 3 Rover (120V)	29
0770-100-000	NEPTUNE SMART DOCKING STATION (120V)	4
0711-001-000	120V NEPTUNE S ROVER	4

Total equipment: \$1,939,992.50

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
-------------	-----------------------------	----------

SHIP TO: UNIV MED CTR, 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada, 89102-2329, United States

9999-999-999 Trade Up To Return of Agreement #21237667-012 1

Total trade-up/buyout: \$1,306,318.02

Freight: \$14,000.00

Total Amount: \$3,260,310.52

Customer signature	
Signature:	Date:
Print name:	
Mason Van Houweling	
Title:	
CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
	10/15/25
Print name:	
Mark Molenkamp	
Title:	
Director, Sales Operations	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **SCHEDULE019 TO MASTER AGREEMENT No. 21237667** (the "Agreement") between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Customer") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name: Mason Van Houweling	
Title: CEO	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 10/15/25
Print name: Mark Molenkamp	
Title: Director, Sales Operations	

Opinion of Counsel Letter

September 19, 2025

Flex Financial, a division of Stryker Sales, LLC
1941 Stryker Way
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 019 TO MASTER AGREEMENT NO. 21237667 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

- 1. The Customer is a public body corporate and politic of the State of Nevada and is authorized by the Constitution and laws of the State of Nevada to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
- 2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
- 3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
- 4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	



ADDENDUM TO EQUIPMENT SCHEDULE NO. 019 TO MASTER AGREEMENT NO. 21237667 BETWEEN FLEX FINANCIAL, A
DIVISION OF STRYKER SALES, LLC AND UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

1. The fifth sentence of Section 1 of the Schedule is hereby replaced in its entirety with the following provision:

"Within fifteen (15) days after the date the Equipment is delivered to Customer under this Schedule, Customer shall either: (i) accept the Equipment by executing and delivering to Owner a Certificate of Acceptance in a form acceptable to Owner; or (ii) reject the Equipment and promptly return the Equipment to Owner, at no expense to Customer, at which time the Schedule shall terminate. If Customer fails within fifteen (15) days after the Equipment is delivered to Customer under this Schedule to execute and deliver to Owner a Certificate of Acceptance or reject and promptly return the Equipment to Owner the Customer shall be deemed to have accepted the Equipment for all purposes hereunder."

2. The second to last sentence of Section 1 of the Schedule is hereby amended in its entirety read as follows:

"Rent is due monthly beginning on the Rent Commencement Date and continuing on the same day of each consecutive month thereafter during the Term."

3. The sixth sentence of Section 2 of the Schedule is hereby amended in its entirety to read as follows:

"If Customer fails to give the Return Notice or the Return Notice is not sent timely, the Term will be automatically extended (upon the same terms and payments) until the first Periodic Rent Payment date which is more than 60 days after Customer has given Owner written notice by certified mail that Customer will return the Equipment to Owner and at the end of such extended Term, Customer shall return the Equipment as described above."

4. The first sentence of Section 3 of the Schedule is hereby amended in its entirety to read as follows:

"If Customer fails to pay (within forty-five days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Periodic Rent Payments set forth above and Customer authorizes Owner to adjust such Periodic Rent Payments accordingly."

5. The following language is hereby added to the end of Section 3 of the Schedule:

"Notwithstanding anything to the contrary herein, Customer shall be entitled to self-insure in accordance with NRS Chapter 41 with respect to its insurance obligations hereunder. Customer shall furnish to Owner at Owner's request, a written description of its self-insurance program together with a certification from Customer's risk manager or insurance agent or consultant to the effect that Customer's self-insurance program provides adequate coverage against the risks listed herein."

6. New Sections 4 and 5 and 6 are hereby added to the Schedule which shall read as follows:

"4. Customer is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes. Under that law, all of Customer's records are public records (unless otherwise declared by law to be confidential and are subject to inspection and copying by any person.

5. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Schedule between the parties shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. This Schedule shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years (the "Termination Date") in which Customer'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 Schedule (a "Non-Appropriation Event"). Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Schedule. In the event this section is invoked, this Schedule will expire on the 30th day of June of the then current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated. Customer represents and warrants to Owner that the amounts that could become due under this Schedule in the current fiscal year do not exceed those monies appropriated and approved by Customer's governing body for the current fiscal year.

Customer represents and warrants to Owner that as of the date of, and throughout the Term of, this Schedule: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with this Schedule, the performance of its obligations under this Schedule and the acquisition and use of the Equipment; (c) The person(s) signing this Schedule and any other documents required to be delivered in connection with this Schedule (collectively, the "Documents" have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of this Schedule only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to this Schedule, it has funds available to pay all Schedule payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body authorizing the appropriation of funds for the payment of Customer's obligations under the Schedule during the Customer's then-current fiscal year.

If Customer terminates this Schedule prior to the expiration of the end of this Schedule's initial (primary) term, or any extension or renewal thereof, as permitted under *this Section 5*, Customer shall (i) on or before the Termination Date, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event has occurred, and (iv) pay Owner all sums payable to Owner under this Schedule up to and including the Termination Date.

6. Notwithstanding anything herein to the contrary, to the extent that Customer maintains a tax exempt status and such status exempts Owner, any Schedule and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and Customer provides Owner with proof of the same reasonably satisfactory to Owner, then Owner shall not charge Customer for such property, sales and/or use taxes regarding Owner, such Schedule and/or Equipment. Customer acknowledges and agrees that: (i) even though Customer is exempt from certain taxes, such status may not exempt Owner, any Schedule and/or Equipment from applicable property, sales and/or use taxes and Customer will be liable to pay or reimburse Owner for all such applicable taxes, as billed; and (ii) if Customer disagrees with any determination by Owner that a tax exemption is not available for a certain tax, Customer shall pay or reimburse Owner for such tax, as billed, until such time as Customer obtains a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to Owner) stating that the tax exemption is available for such tax."

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature: 	Date: 10/15/25
Print name: Mason Van Houweling		Print name: Mark Molenkamp	
Title: CEO		Title: Director, Sales Operations	

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

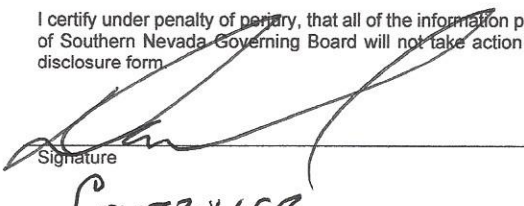
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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


 Signature
 CONTROLLER
 Title

DEION /v/
 Print Name
 12/4/23
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Terms and Conditions of Appointment GME	Back-up:
Petitioner: Jennifer Wakem, Chief Financial Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Terms and Conditions of Appointment for Resident Physician template agreement; exercise any extension options and amendments; or take action as deemed appropriate. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000869500
Description: Resident Appointment Letter
Bid/RFP/CBE: n/a
Term: Period of Appointment TBD
Amount: Annual Salary TBD

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

BACKGROUND:

This request seeks approval for the template agreement that will be utilized by UMC in the employment of resident physicians within the Radiology Residency Program. The agreement delineates the respective obligations of both the resident and UMC, as well as various additional terms and conditions applicable throughout the program year.

UMC's Academic and External Affairs Administrator 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 22, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 29, 2025

Agenda Item #

13

University Medical Center of Southern Nevada
Graduate Medical Education
Terms and Conditions of Appointment for Resident Physician

This Terms and Conditions of Appointment (the "Agreement"), is made and entered into by and between University Medical Center of Southern Nevada (hereinafter referred to as "Hospital" and _____, _____ (hereinafter referred to as "Resident") as of the last date affixed on the signature block below, with the intent that it be effective upon the commencement of the Current Period of Appointment (defined below).

SUMMARY OF DEFINED TERMS:

It is the purpose and intention of Hospital to assist Resident in the pursuit of their studies as a graduate medical education student by employing them as a resident physician. For purposes of this Agreement, the terms used herein are defined as follows:

1. Resident: the above-referenced individual who, by execution of this Agreement, has agreed to engage in a post-graduate training program sponsored by Hospital.
2. Department: Click or tap here to enter text.
3. Training Program: Click or tap here to enter text.
4. Program Director: Click or tap here to enter text.
5. PGY Level: Choose an item.
6. Current Period of Appointment: From Click or tap to enter a date. Through Click or tap to enter a date.
7. Annual Salary: \$ Click or tap here to enter text.

I. Obligations of the Resident

1. Resident accepts appointment by Hospital and agrees to participate in the Training Program (at Hospital and each of its applicable affiliated educational sites) for the Current Period of Appointment. Renewal of this appointment is dependent upon satisfactory performance as determined by the Program Directors' review of the conditions of reappointment in accordance with the GME policy titled Resident Promotion Appointment Renewal and Dismissal, a copy of which has been made available to Resident. This Agreement does not establish any right or expectancy of an appointment for any subsequent residency year regardless of the number of years generally associated with a particular Training Program.
2. Resident agrees to perform all assigned training duties to the best of their ability and to abide by Hospital and Hospital's affiliated educational sites rules, regulations, policies, procedures, directives, as well as the Nevada Medical Practice Act (NRS Chapter 630 or Chapter 633, as applicable).

3. Specific policies involving individual Resident moonlighting will be determined by the Training Program. However, a prospective written statement of permission must be obtained prior to moonlighting. No professional liability coverage is provided by the Hospital for external moonlighting. Moonlighting privileges may be revoked by the Program Director if the Program Director feels that the moonlighting is adversely affecting Resident's patient care or education or if the same is putting Resident at risk for work hours violation or excessive sleepiness/fatigue.
4. As a condition of this appointment, Resident must maintain or possess the following:
 - Must be authorized to work in the United States without sponsorship.
 - Residents must be licensed by the applicable Nevada State Board to practice within the limits of the Training Program. All residents with a limited license may practice only under such conditions as approved by their Program Director, Designated Institutional Official, and the applicable Nevada State Board Regulations.
 - Graduation from a medical school in the United States, accredited by the Liaison Committee on Medical Education (LCME); or, graduation from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association (AOA); or, graduation from a medical school outside of the United States, and meeting one of the following additional qualifications:
 - Holds a currently-valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment; or,
 - Holds a full and unrestricted license to practice medicine in a United States licensing jurisdiction in his or her current ACGME specialty-/subspecialty program.

Failure to obtain or maintain necessary licenses and permits and to maintain eligibility to work in the United States will result in automatic suspension and may result in dismissal which shall render this Agreement null and void. Furthermore, this Agreement, and Resident's participation in the Training Program, is subject to immediate termination without the need for further notice, nor right of appeal, if at any time Resident's license is suspended, revoked or lapses in any way and for whatever reason.

5. Residents are expected to:
 - Develop a personal program of self-study and professional growth with guidance from the teaching staff.
 - Participate fully in the educational activities of their Training Program, and as required, assume responsibility for teaching and supervising other residents and students.
 - Participate in institutional committees and councils, especially those that relate to patient care review activities.
 - Keep charts, records, and/or reports up to date and signed at all times.
 - Complete the GME exit survey in order to receive a certificate of training.

- Develop an understanding of ethical, socioeconomic, and medical/legal issues that affect the practice of medicine.
 - Consider clinically appropriate cost containment measures in the provision of patient care.
 - Participate in the evaluation of the Training Program and its faculty in a timely manner using the mechanisms provided by the Training Program.
 - Participate fully and collaboratively with other members of the care team including, but not limited to, attending physicians, nursing staff, therapists, case managers, and ancillary staff.
6. This Agreement is contingent upon Resident successfully completing all UMC onboarding requirements, including but not limited to a criminal background check, drug screen, etc. This Agreement shall be null and void if Resident does not complete all onboarding requirements.
 7. Resident is responsible for fulfilling any and all obligations that Hospital deems necessary for them to begin and continue duties as a resident, including but not limited to attending orientations, receiving appropriate testing and follow-up if necessary for communicable diseases, fittings for appropriate safety equipment, necessary training, and badging procedures. This Agreement is expressly conditioned on Resident fulfilling these obligations prior to beginning any resident duties. Failure to complete these obligations prior to beginning resident duties will render this Agreement null and void and subject them to immediate termination from the Training Program without further notice or right of appeal.

II. Obligations of Hospital

1. Hospital shall endeavor to maintain the accreditation status of the Training Program through the Accreditation Council for Graduate Medical Education (ACGME). The Training Program will have as its primary purpose the graduate medical education of Residents.
2. Hospital shall provide Resident with the Annual Salary as referenced in the Resident Salaries and Benefits document located at <http://www.umcsn.com/GME> in accordance with the PGY-level stated above, payable in accordance with applicable established policies of Hospital. Payment of this Annual Salary shall be contingent upon satisfactory performance of all assigned duties by Resident.
3. The duration of appointment will be 12 months contingent on the Resident satisfying and adhering to all Obligations of the Resident.
4. Hospital may assign Resident to one or more of the Hospital affiliated educational sites and/or organizations.
5. Hospital is responsible for adhering to all clinical and educational work hour requirements as outlined by the ACGME and the Resident Clinical and Educational Work Hours policy.
6. Resident is entitled to certain Administrative Leave Days (ALDs), as set forth in the Resident Vacation and Leaves of Absence policy, a copy of which has been made available to Resident. ALDs may not be carried over from one year to the next. All accumulated

ALDs must be taken prior to the termination of this appointment and is not paid out upon termination or completion of the program.

7. Resident may receive certain sick leave by way of an Extended Illness Bank (EIB), as outlined in the Resident Vacation and Leaves of Absence policy.
8. Resident is entitled to a leave of absence including medical, parental, and caregiver leave as outlined the Resident Vacation and Leaves of Absence policy. Resident will be provided accurate and timely information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the Training Program and upon Resident eligibility to participate in examinations by the relevant certifying board(s).
9. Hospital will provide basic health and dental care coverage, with applicable premiums and deductibles paid by Resident, for residents/fellows and their eligible dependents, through a health insurance program as described on the website at <http://www.umcsn.com/GME>. Enrollment in the benefit programs will be available on the first of the month following 15 days of employment. For health and dental care coverage outside of the established UMC benefits period, the Resident may consider obtaining coverage solely at their own cost through such outside vendors as: <https://www.nevadahealthlink.com/>.
10. Hospital shall provide life and disability insurance, with applicable premiums paid by Resident, as described on the Hospital website at <http://www.umcsn.com/GME>.
11. Residents will be eligible to participate in the Public Employee Retirement System (PERS), pursuant to the terms and conditions of the State of Nevada, as set for in NRS 286 and related guidance.
12. Residents will be covered under Hospital workers' compensation program.
13. Pursuant to NRS 41.038, Hospital has adopted a self-insurance program for professional liability. UMC maintains a self-insured retention fund that provides insurance coverage to employed providers. Providers are also afforded protection under NRS 41.035. Hospital may, from time to time, also purchase a policy of insurance that is excess to Hospital's self-insurance program for professional liability. Hospital is statutorily authorized to indemnify Resident for compensatory damages that may be rendered against them as a result of acts or omissions within the course and scope of their employment with Hospital as alleged in a lawsuit, action or claim (even should the lawsuit, action or claim arise subsequent to the termination of Resident's employment with Hospital) unless those damages arise from reckless, wanton or malicious conduct on the part of Resident. Hospital is legally prohibited from indemnifying Resident and paying damages on his or her behalf in any of the following circumstances: (a) there is an award of compensatory damages against Resident based on reckless, wanton or malicious conduct; or (b) there is an award of punitive or exemplary damages against Resident; or (c) there is an assessment of attorney's fees and/or costs to be paid to the plaintiff or claimant based upon a damage award as described in the aforementioned sections (a) and (b); or (d) Resident fails to provide a written request for defense; or (e) Resident fails to cooperate in good faith with defending the lawsuit, action or claim. Coverage shall be limited to medical activity engaged within the scope of Resident's employment and training duties during the course of Resident's graduate medical education but does not include moonlighting activities.

Hospital will not provide tail coverage for any claims arising prior to and/or outside of employment with the Hospital.

14. Hospital and its affiliated educational sites will abide by Institutional ACGME requirements to provide adequate and appropriate Resident working conditions.
15. Resident's will have the ability to submit grievances relating to Accreditation Council of Graduate Medical Education's (ACGME)-accredited residency programs at the program and/or institutional level through a formal process as outlined in the Resident Grievances policy.
16. The applicable Program Director will provide specific details related to board examination eligibility. Information regarding board examinations and eligibility can be found at <https://www.abms.org/>.

III. Additional Terms

1. As outlined in the Resident Promotion Appointment Renewal and Dismissal policy, Resident may be provided with written notice of non-renewal, as applicable therein. A resident who has received a notice of non-renewal, suspension, non-promotion, or dismissal may seek review of the non-renewal, suspension, non-promotion, or dismissal through the Resident Due Process policy. A resident in their final year of training expressly understands and agrees that the provisions of this paragraph constitutes notice to the employee of the non-renewal of appointment with Hospital upon close of business at Hospital on the latest day indicated in this Agreement.
2. Resident agrees and acknowledges that Hospital alone has the right to bill and receive payment from patients and third-party payors, including all government-sponsored programs, for physician services rendered by Resident, and Resident shall not bill any patient or third-party payor for such services. All income or fees for physician services rendered by Resident shall belong to, and be the property of, Hospital. Resident agrees to complete and execute any and all documentation deemed necessary by Hospital to effectuate the assignment of his or her professional billings. This section shall survive termination of this Agreement.
3. Failure to abide by the terms and conditions outlined in this Agreement, or failure to complete the full term of this Agreement as stated above, may result in no credit granted for the training completed, no issuing of a Certificate of Completion by the institution, and no letters of recommendation offered by the Training Program.
4. 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. 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.

5. This Agreement shall have no force and effect, and shall in no way bind Hospital, unless and until the same has been approved in accordance with all applicable requirements of the Hospital Board of Hospital Trustees, Governing Board, or any delegated authority in accordance with state law and applicable Clark County ordinance.
6. THIS AGREEMENT MAY BE TERMINATED BY THE HOSPITAL DURING THE CURRENT PERIOD OF APPOINTMENT FOR REASONS OF IMPROPER CONDUCT, MORAL OR ETHICAL REASONS, AND FOR INABILITY TO PERFORM TO DEPARTMENT OR EDUCATIONAL STANDARDS AND OBJECTIVES. PROCEDURES FOR NOTICE, HEARING, AND APPEAL OF TERMINATIONS OR OTHER ACTIONS, OTHER THAN FOR FINANCIAL REASONS, SHALL BE FOLLOWED AS ESTABLISHED BY THE HOSPITAL. (SEE RESIDENT DUE PROCESS POLICY).

[SIGNATURE PAGE TO FOLLOW]

The undersigned accepts the appointment outlined above and agrees to all Hospital rules, regulations, policies, procedures, and directives of Hospital, as well as those of Hospital's affiliated educational sites to which they are assigned. The undersigned also agrees to discharge all the duties of a Resident as determined jointly by the affiliated educational sites and respective Program Director of the Training Program at Hospital.

Signature of Resident Appointee **Date**

Accepted on behalf of the Hospital by:

Mason Van Houweling **Date**
CEO, University Medical Center

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

Issue:	First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage)	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) with Nicholas M. D'Alesio, DO; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714000	Funded Pgm/Grant: N/A
Description: Amendment - Diagnostic Teleradiology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 1 year with two, 1-year renewal options	
Amount: \$4,000 per shift, NTE \$720,000 annually; NTE \$900,000 annually for additional shift work	
Out Clause: Upon 180 days' written notice without cause	

BACKGROUND:

On May 7, 2024, the Board of Hospital Trustees approved the template Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) for use with various providers. UMC subsequently utilized the template agreement to contract with individual radiology providers for teleradiology coverage services.

This request is for approval of an increase to the Professional Services Agreement with Nicholas M. D'Alesio, DO, entered into on November 18, 2024, for individual diagnostic teleradiology coverage. This amends the Agreement for the renewal term with an increased rate per shift of \$4,000 (previously \$3,575), reflecting a new not-to-exceed annual compensation of \$720,000. If additional shifts are worked, the compensation will increase, not exceed \$900,000 annually (previously \$804,375).

UMC's Executive Director of Support Services 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 22, 2025 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
October 29, 2025

Agenda Item #

14

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
(Individual Diagnostic Teleradiology Coverage)**

This First Amendment ("First Amendment") is effective as of the date last signed by the parties below ("First Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** ("Hospital"), and **Nicholas M. D'Alesio, DO** ("Provider").

WHEREAS, Hospital and Provider have agreed to that certain Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) dated November 18, 2024, (the "Agreement"); and

WHEREAS, Hospital and Provider wish to amend the Agreement in certain respects as provided in this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hospital and Provider hereby agree as follows:

1. Section V, 5.1, Compensation of Services in the Agreement is hereby deleted in its entirety and replaced with the following:

Compensation for Services. During the Term of this Agreement and subject to Section 7.5, Hospital will compensate Provider \$4,000.00 per shift for the performance of the Services provided by Provider, with a total annual expected base compensation of \$720,000.00. Provider may at hospital request work additional shifts, provided however the annual compensation shall not exceed the total annual amount of \$900,000.00. Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (1st) day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

Payments to Provider shall be directed to Provider via electronic transfer of funds to an account specified in writing by Provider.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates set forth below.

Nicholas M. D'Alesio, DO



Nicholas M. D'Alesio, DO

Date: 10/15/2025

University Medical Center of Southern Nevada

Mason Van Houweling
Chief Executive Officer

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☒ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>0</u>						
Corporate/Business Entity Name: <u>Sole Proprietor</u>						
(Include d.b.a., if applicable)						
Street Address: <u>211 Queenshall Rd</u>			Website:			
City, State and Zip Code: <u>Mocksville, NC 28117</u>			POC Name: <u>Self</u>			
Telephone No: <u>(850) 512-9882</u>			Email: <u>nicksdalesio@gmail.com</u>			
Local Telephone No:			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

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

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

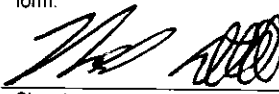
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Nicholas DAlesio	Self, Sole Proprietor	100

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

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

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

 Signature	<u>Nicholas DAlesio, D.O.</u> Print Name
	<u>10/16/2025</u> Date

DISCLOSURE OF RELATIONSHIP

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

N/A

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Education – Information Technology	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a presentation from Don Barnwell, UMC Executive Director of Information Technology, regarding Information Technology program updates at UMC; and direct staff accordingly. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an informational presentation regarding technology updates at UMC.

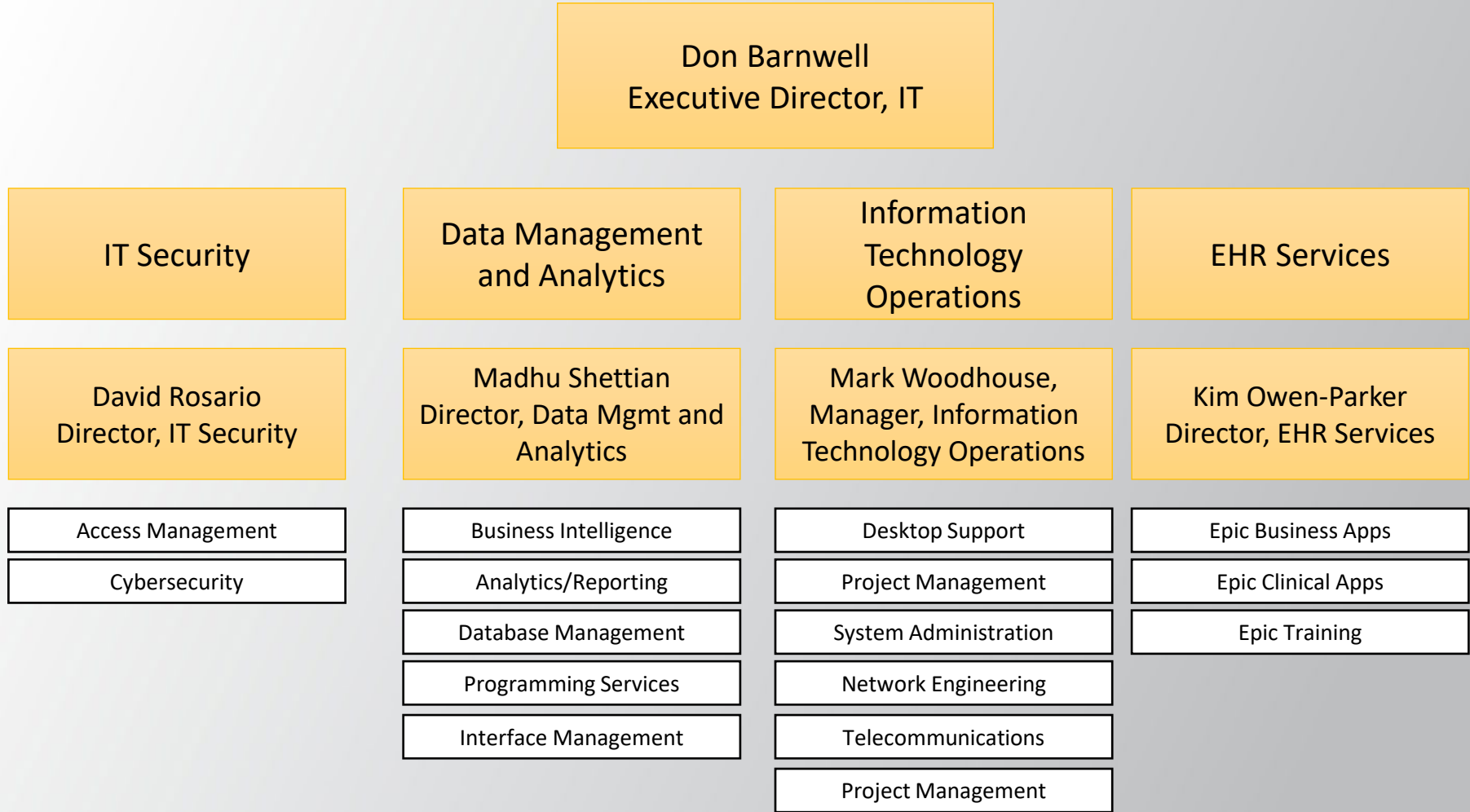
Cleared for Agenda
October 29, 2025

Agenda Item #

15

UMC Information Technology

Don Barnwell
Executive Director
October 2025



IT Mission Statement

Our mission is to create innovative and reliable information technology solutions to enhance patient care and operational efficiency.

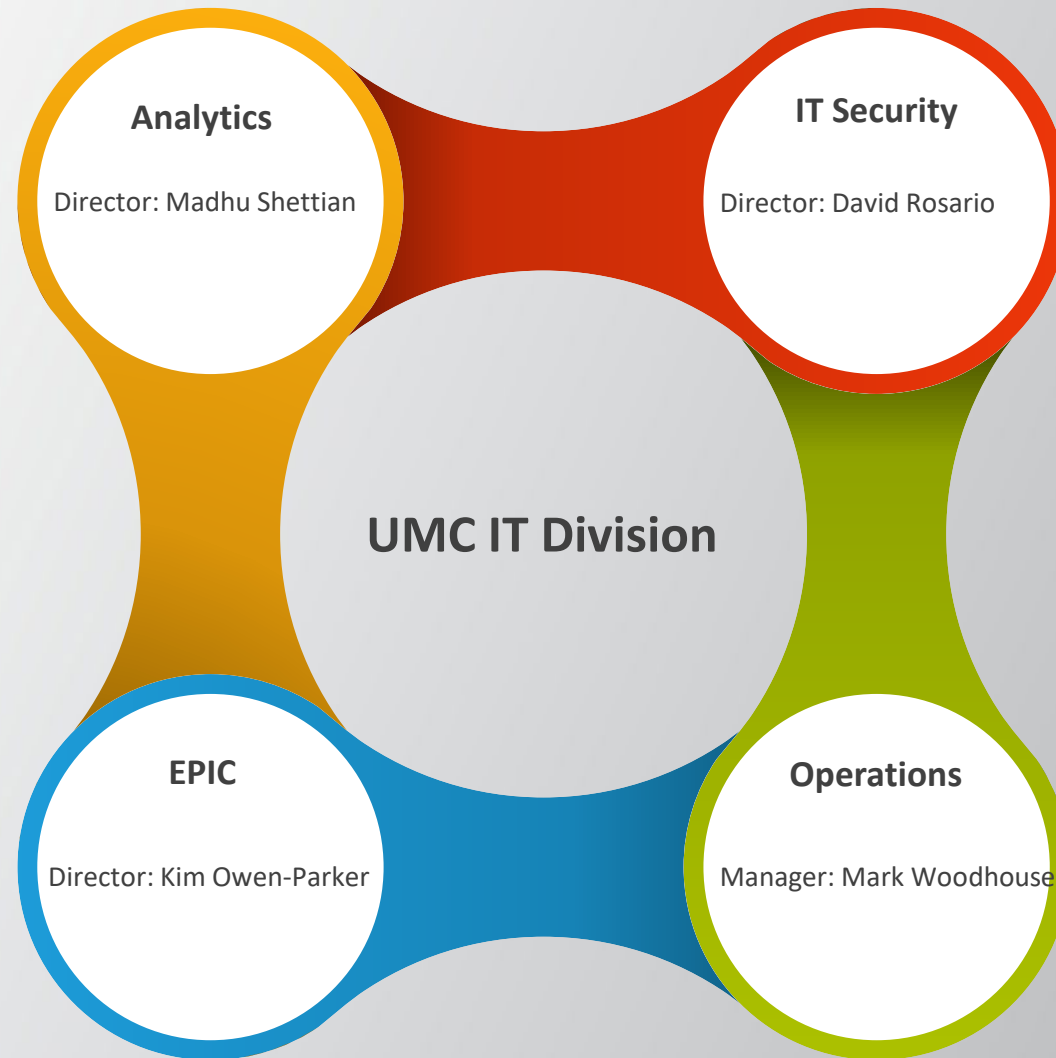
We commit to providing secure, seamless, and user-friendly IT services that support UMC's goal of improving healthcare delivery while ensuring the safety and privacy of our electronic information.

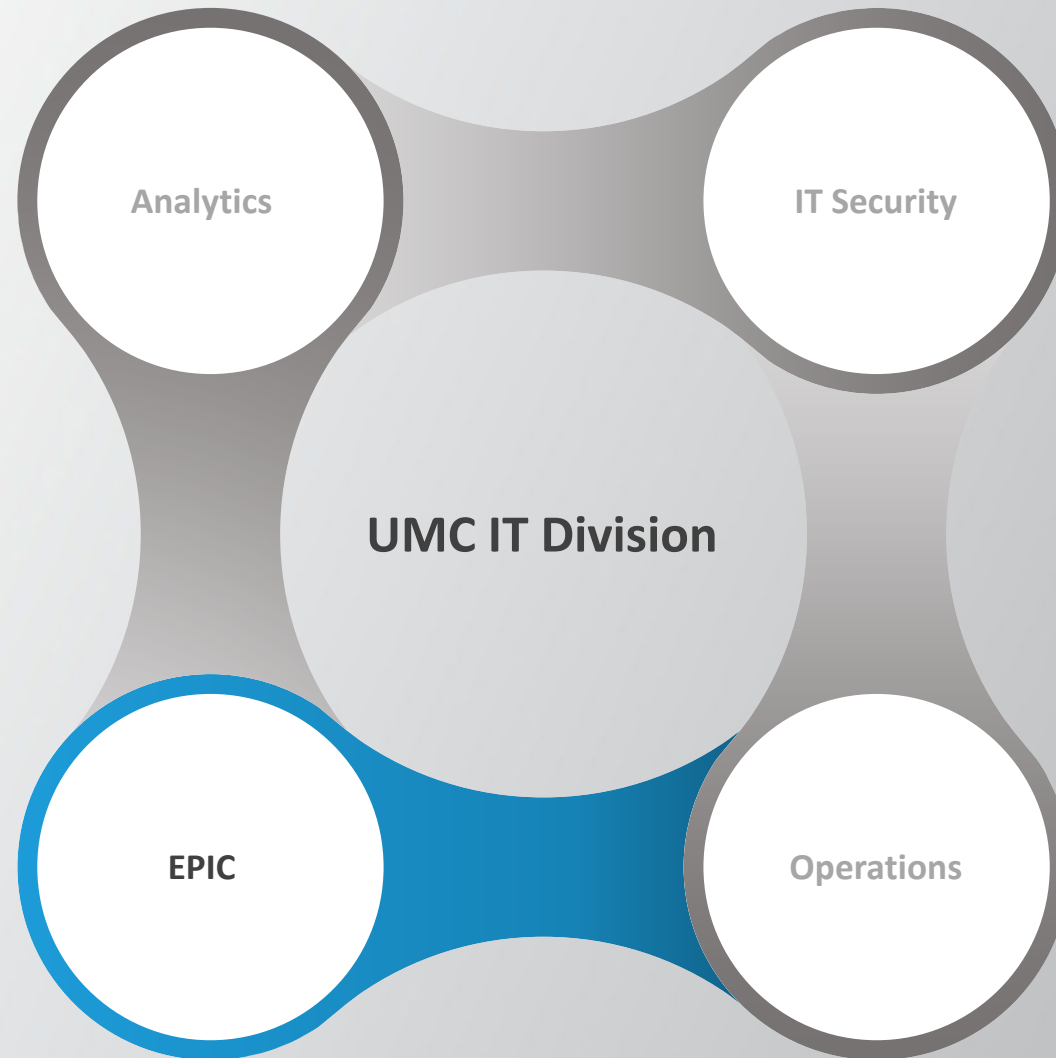
We partner with our healthcare professionals to deliver exceptional care and improve patient outcomes by fostering a culture of collaboration, continuous improvement, and excellence.

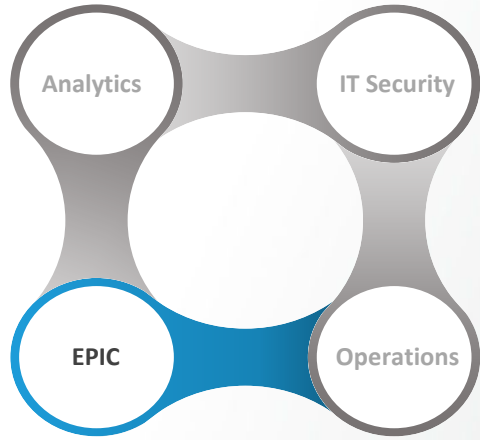
IT Strategic Goals

We realize our mission through strategic goals:

- Deliver organizational value by aligning IT initiatives with UMC's patient-centered and fiscally responsible objectives.
- Effectively communicate and collaborate with our peers to support a learning-focused environment.
- Maintain a culture of innovation and continuous improvement to advance patient care and operational excellence.
- Maintain robust risk management practices and prevent cybersecurity incidents while ensuring clear plans for disaster recovery and business continuity.
- Create opportunities for professional growth for our team members in a learning-focused setting.
- Use metrics to measure the success of IT initiatives, ensuring fiscal responsibility and alignment with UMC's mission.





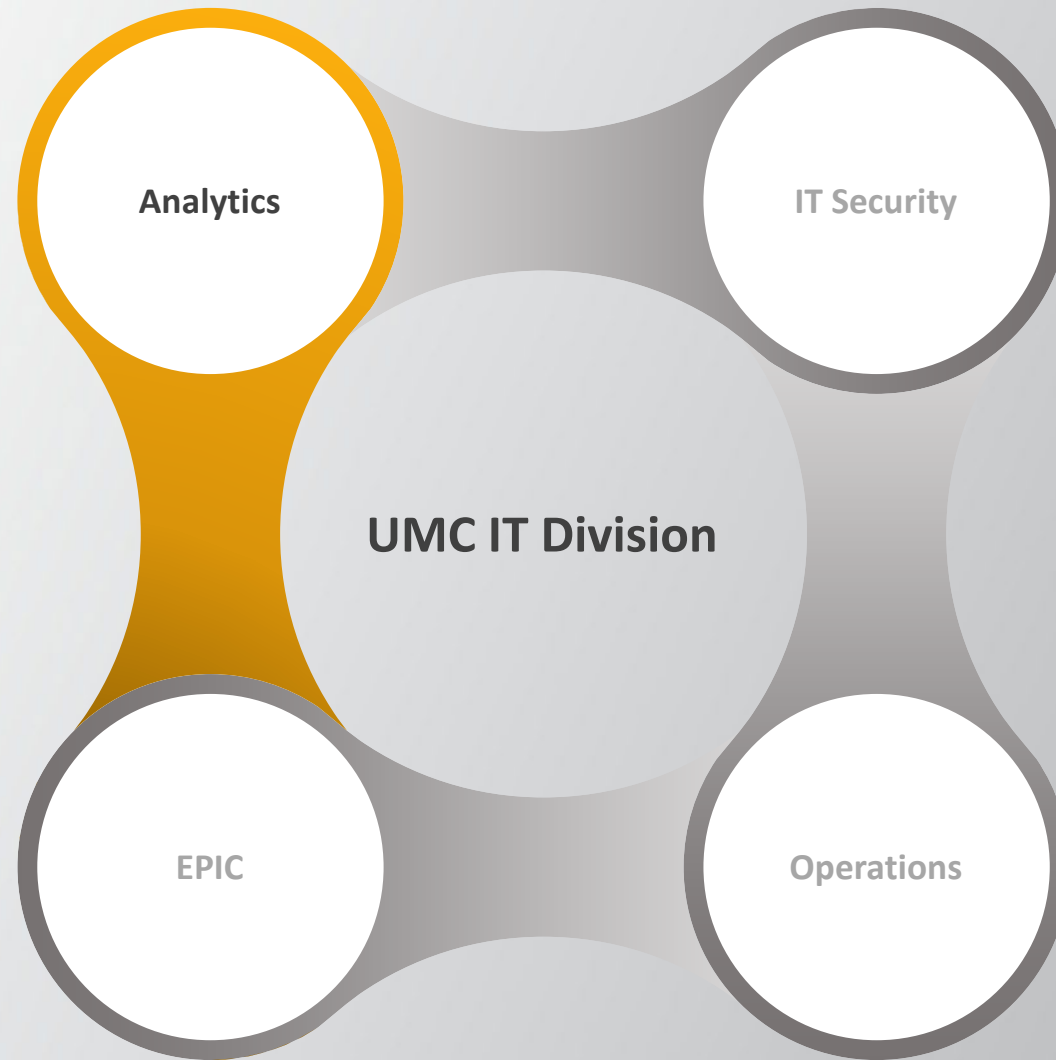


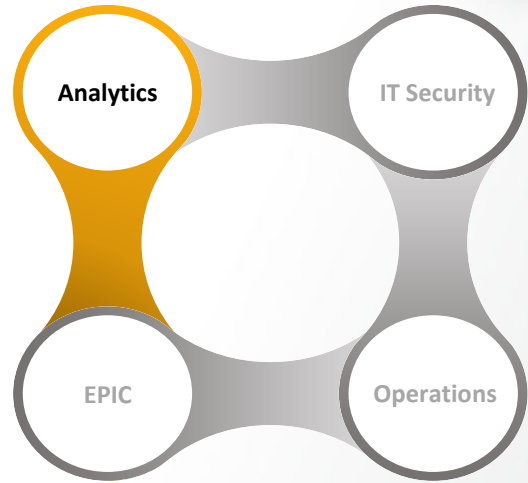
2025

- March UMC Online Care
- March Digital Arrive
- April SSA API Connection
- April Payer Platform: Humana
- May Payer Platform: Centene
- Q3 Payer Platform: Aetna

2026

- Q1 Willow Ambulatory
- Q2/3 Cheers and Campaigns
- Q3/4 Epic Provider Finder
- Q4 Epic Forms



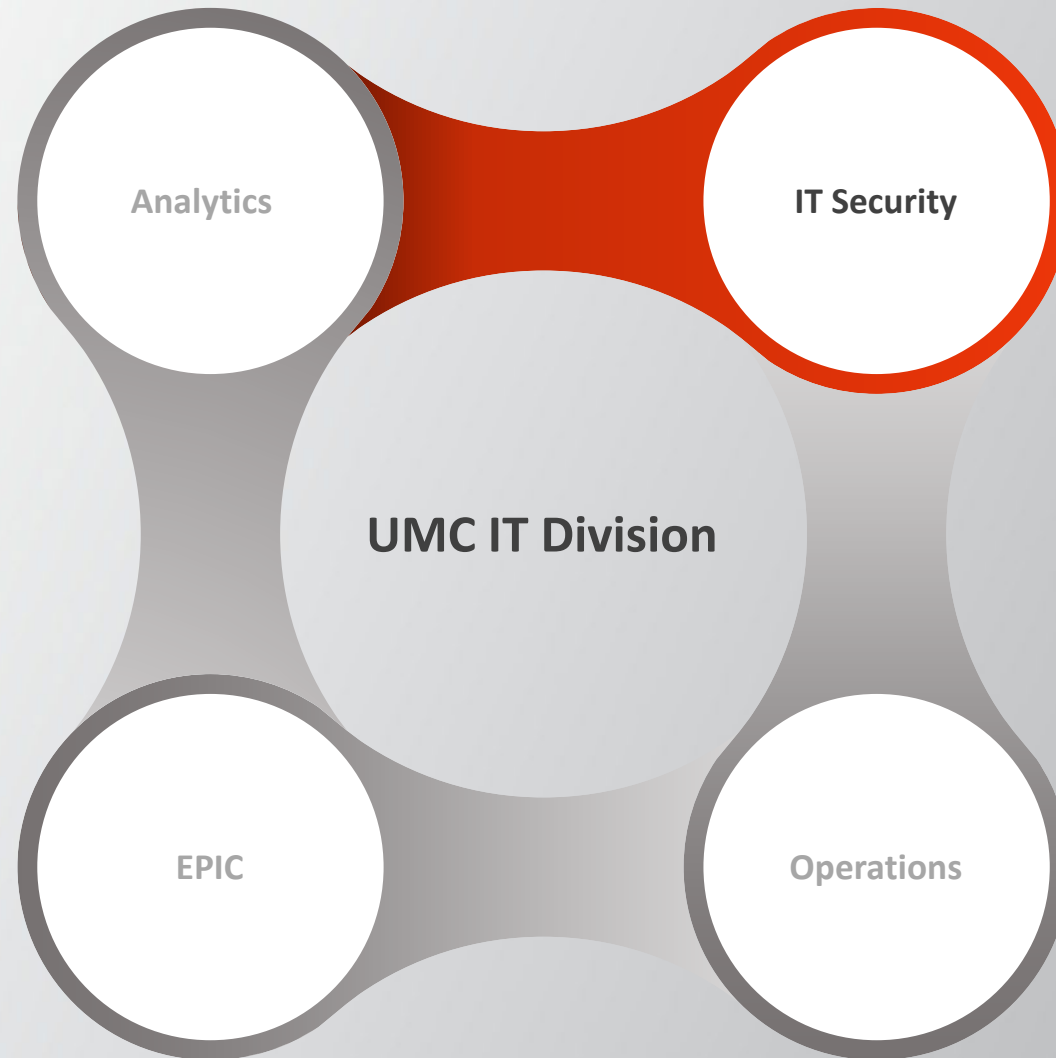


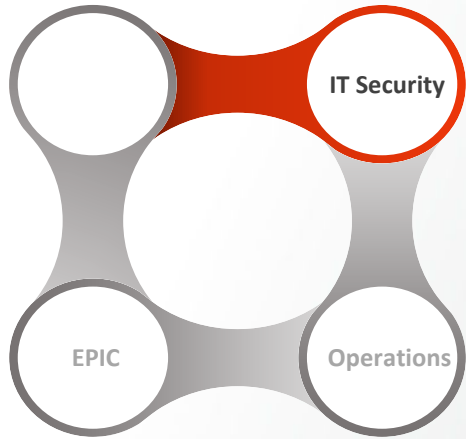
2025

- TriNetX Dataset
- Intellimed Dataset
- Vizient Dataset
- PI/MIPS/ACO Quality
- AURR Infection Control Reporting
- Cornerstone Data Migration
- Social Drivers of Health Dataset
- UKG Upgrade

2026

- Curaspan/Wellsky Integration
- 2025 Attestation
- Internet and Intranet Redesign



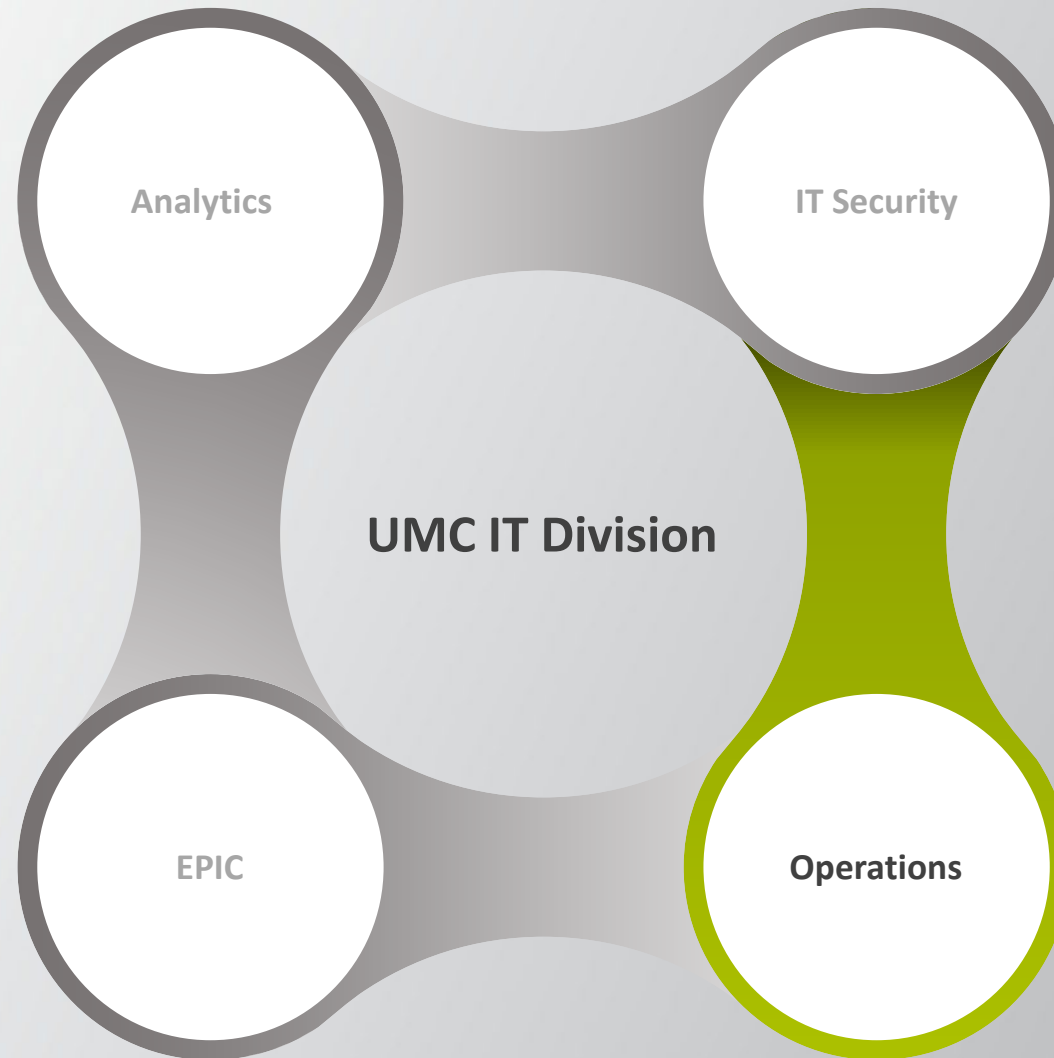


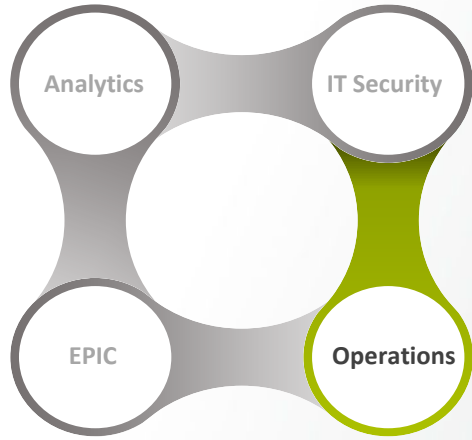
2025

- Epic Service Account Refresh
- Non-Employee Role-Based Access
- Refreshed Process Documentation

2026

- Improved Collaboration & Communication with Local Government Entities
- Enhance Employee Awareness Training (Focus on AI and Social Engineering)
- Expand Multi-Factor Authentication for Vendor Access
- External Network Penetration Test





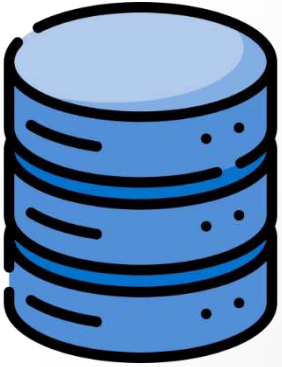
2025

- Printer/Copier Replacement
- Refreshed Over 500 Workstations
- 700 EPIC Endpoints Deployed
- WOW Cart Refresh
- Windows 11 Update 90% Complete
- MS Teams Rollout in Progress

2026

- Complete Upgrade to Office 365
- Avaya Phone System Upgrade
 - Softphone capability
- Thin-Client Deployment

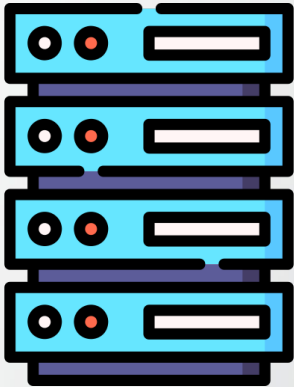




Production Storage: 1.5 Petabytes
 Disaster Recovery Storage: 2.2 Petabytes
 (1.5 Petabytes = 1.5 BILLION books)



Average Email Volume (24 hrs)
 Sent: 155,070
 Received: 105,760

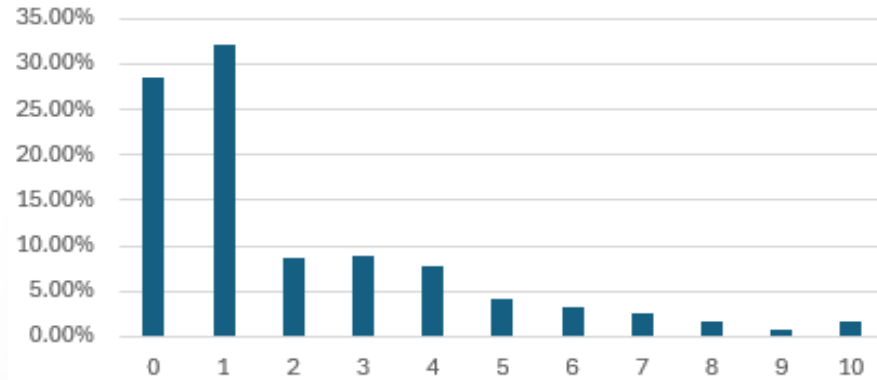


Physical Servers: 20
 Virtual Servers: 577

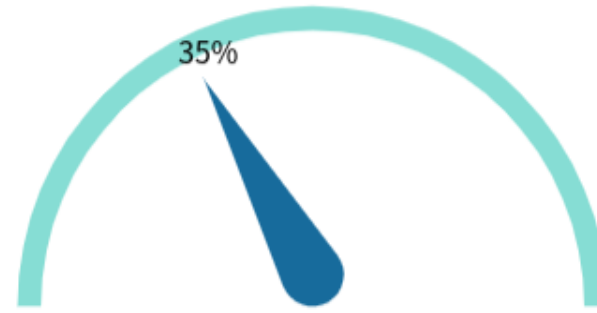
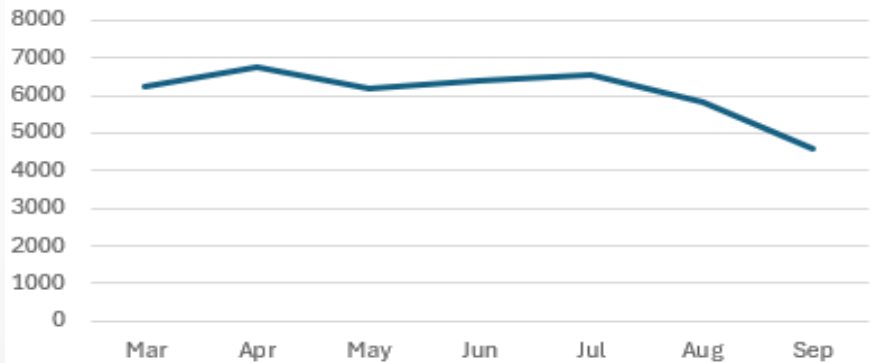


70TB Email Storage
 Approx. 700 million emails

Days to Close Service Ticket



Ticket Volume by Month



VMware Storage



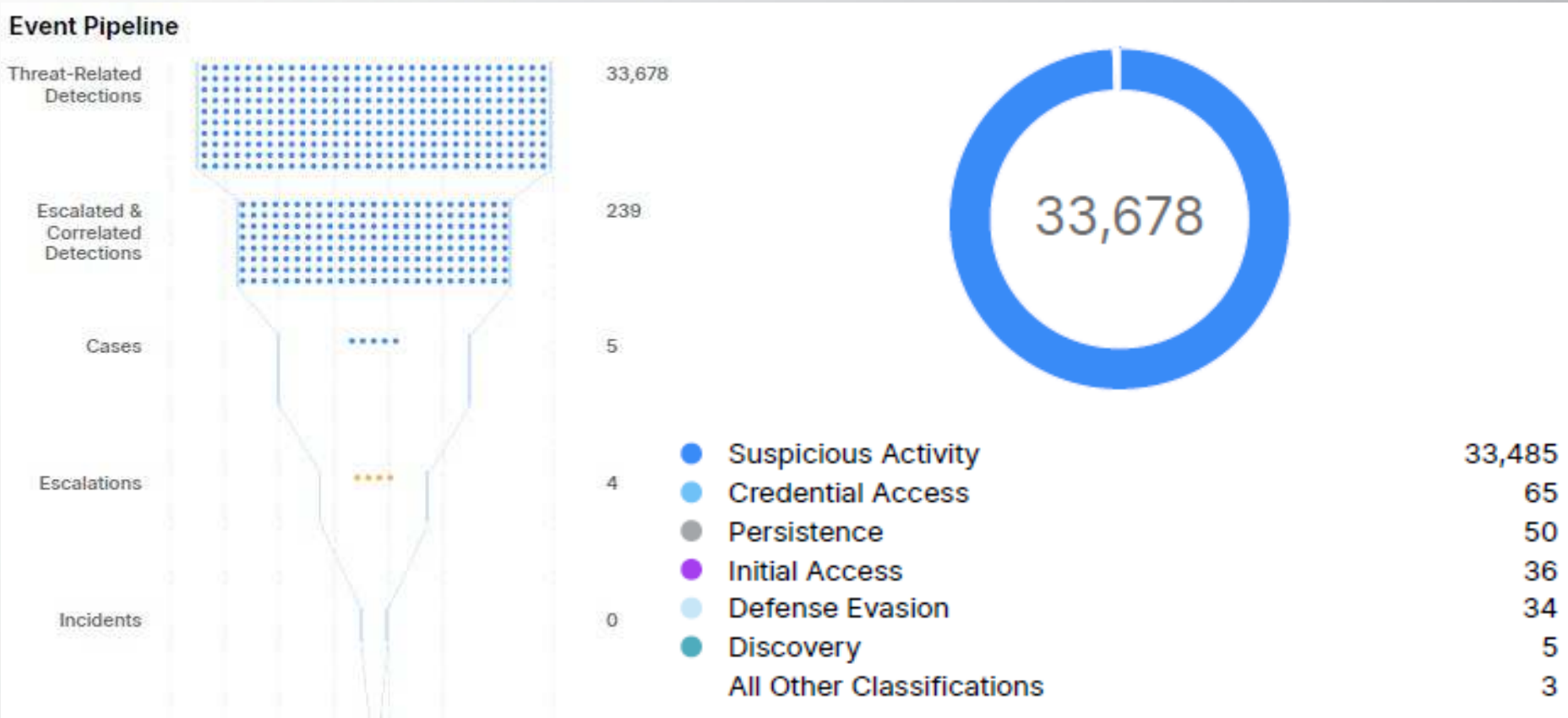
PACS Storage

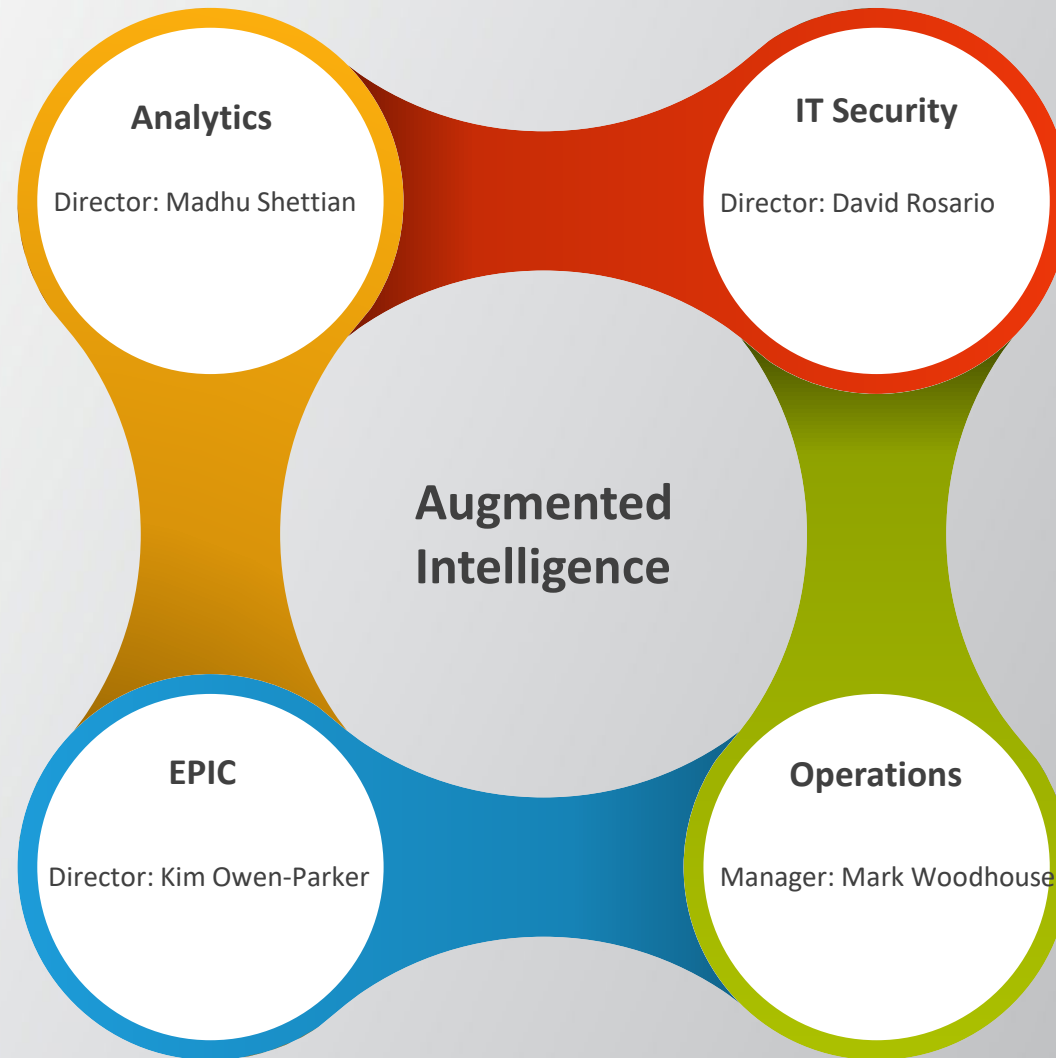


System Uptime

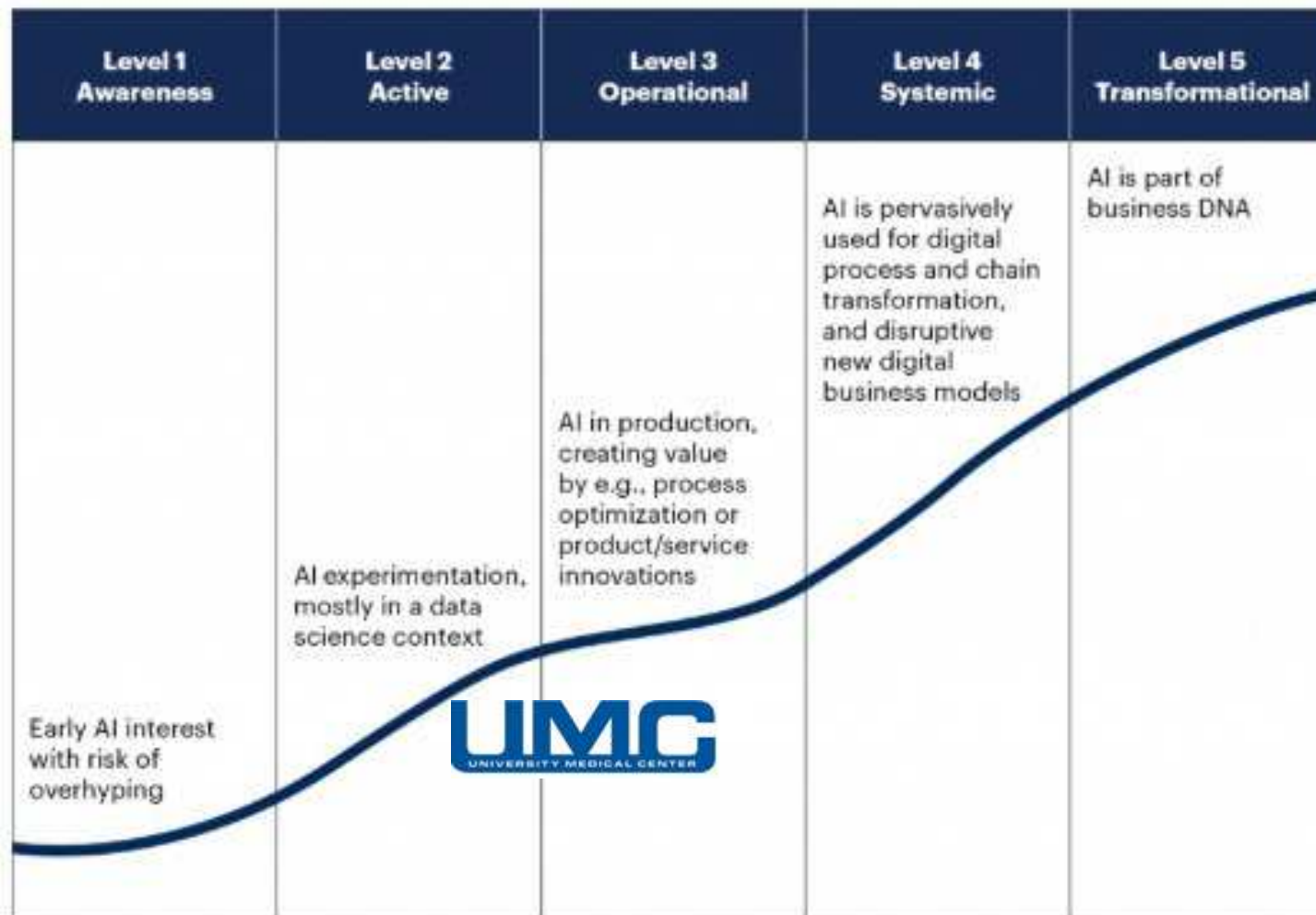


Windows 11 Conversion





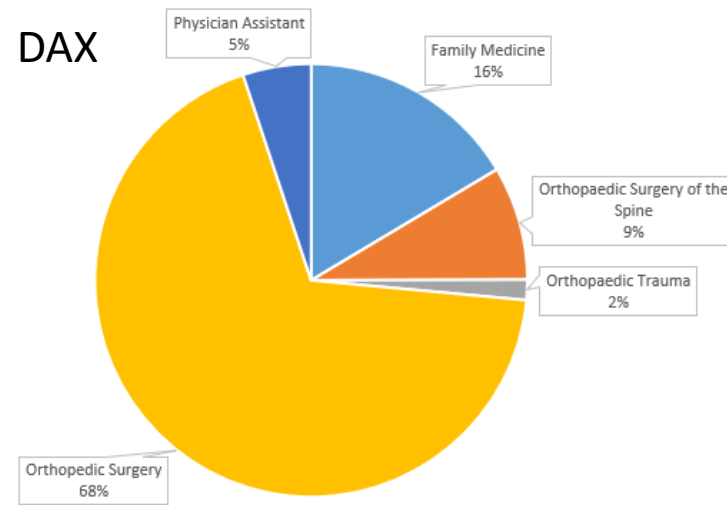
AI Maturity Model



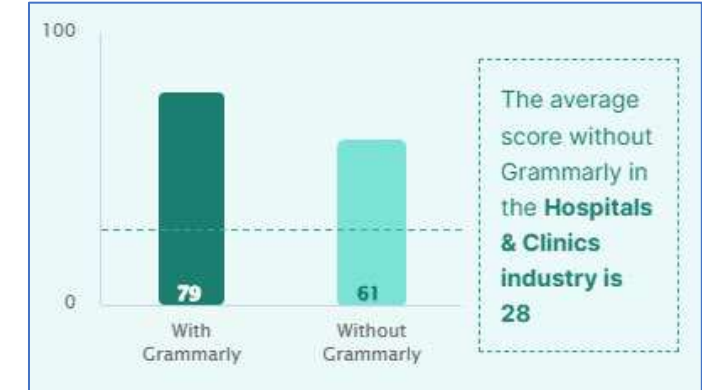
AI Initiatives

- Grammarly
- Dax Copilot (ambient AI)
- Sectra Radiology
- Fluency for Imaging
- Epic
 - ❖ HB & PB Denial Appeal Letters (Partial)
 - ❖ PB Coding Assistant (Live)
 - ❖ Outpatient Note Summarization (Pilot)
 - ❖ In Basket ART (Partial)
 - ❖ AI-Powered Text Assistant (Live)
 - ❖ Draft Hospital Course Notes (Live)
 - ❖ End-of-Shift Care Plan Notes (Partial)

Key Achievements



Impact

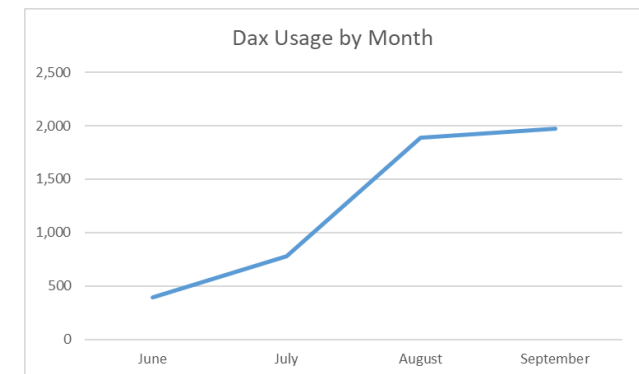


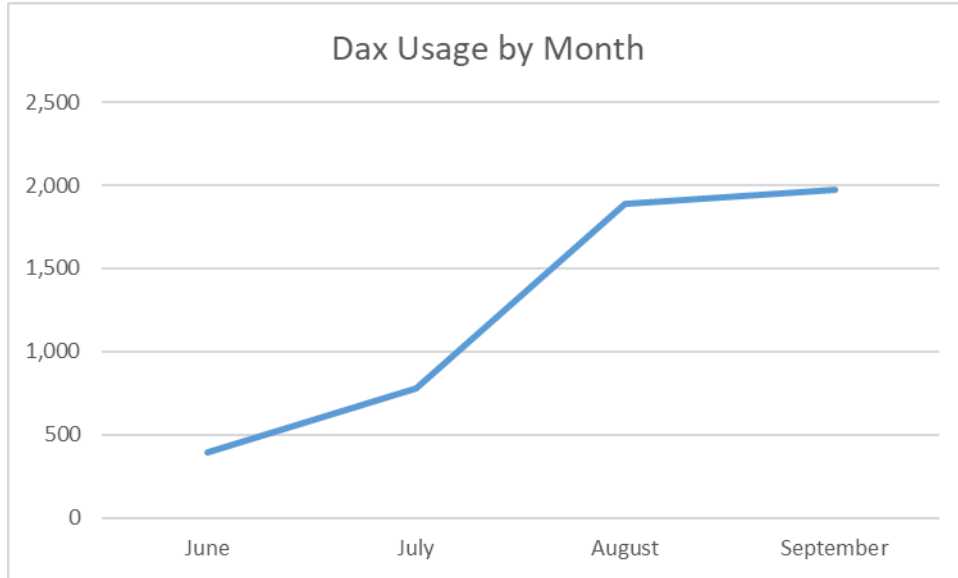
Your AI Adoption

5 of 13
Starter Kit
Features Live

100%
Increase in AI Uses
(Since last quarter)


Adoption Above
Community Average





June: Initial use

July: 99% increase in usage

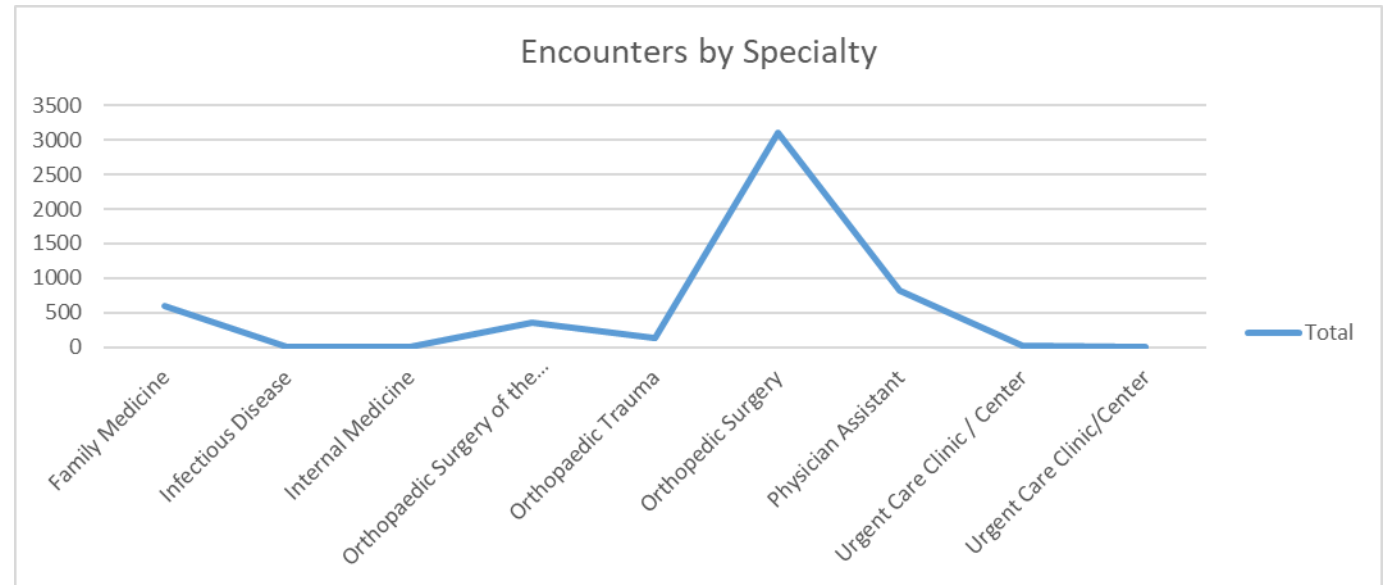
August: 142% increase in usage

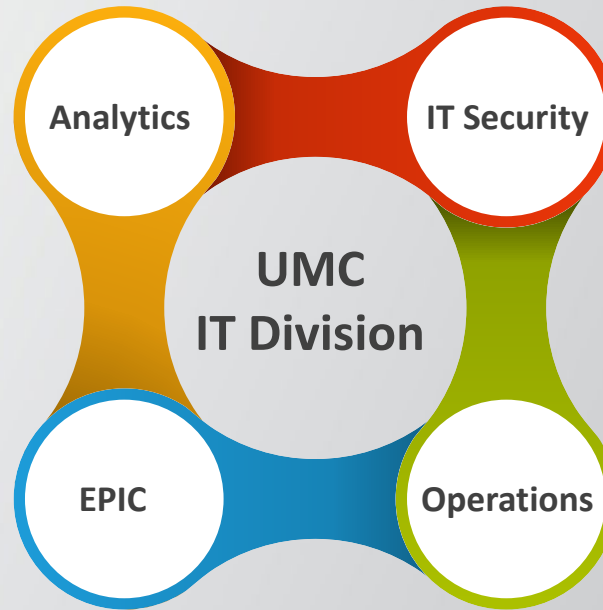
September: 5% increase in usage

5,041 Encounters With Dax Since June 2025

64% of providers increased quality score by average of 3.5%.

55% of providers have a LOWER score their first month, by an average of 5.1%





Questions?

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

Issue: 2025 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 2025 Action Plan, to include a presentation from Shana Tello, UMC Academic and External Affairs Administrator and Lynn Heather, Academic Affiliation Analyst, regarding the Annual Institutional Review (AIR) Summary for Graduate Medical Education; and direct staff accordingly. (For possible action)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update regarding the Annual Institutional Review Summary for Graduate Medical Education.

October 29, 2025

Agenda Item #

16

Annual Institutional Review (AIR) Summary

Background

The AIR is an Accreditation Council for Graduate Medical Education (ACGME) requirement. It is conducted by the Graduate Medical Education Committee (GMEC) to oversee the Sponsoring Institution and program adherence.

GMEC Committee Members

- Shana Tello, BSBA, MPA, Designated Institutional Official
- Albert Cook, MD, Radiology Residency Program Director
- Srivathsa Veeraraghavan, MD, Assistant Radiology Residency Program Director
- Jeremy Kilburn, MD, Director of Military Medicine
- Ronald Roemer, Director of Clinical Research and Compliance
- Patricia Scott, MSNA, BSN, RN, Quality, Patient Safety, & Regulatory Officer
- Lynn Heather, Institutional Coordinator (Non-voting)

Sponsoring Institution Citations

Two citations were received with actions plans immediately implemented.

- Inadequate GMEC membership
 - ✓ Elected Dr. Jeremy Kilburn and Ronald Roemer to the GMEC
- Monitoring of resident & faculty education and professional responsibilities.
 - ✓ New Innovations Residency Management Software was purchased
 - ✓ AAMC Membership
 - ✓ Sim lab agreement, library expansion, medical literature subscriptions
 - ✓ Added participating site

Institutional Performance Indicators

- Annual Program Evaluation Forms (APE)
- Clinical Experience and Education (Work Hour) Compliance
- Board Pass Rates
- Graduate Feedback
- Resident participation in QI and Patient Safety
- Resident alignment with Institution mission
- Radiology Resident/Faculty surveys (In-house & ACGME)

Surveys

The ACGME distributes annual surveys to Residents and Core Faculty. The categories include:

- Resources
 - Professionalism
 - Patient Safety and Teamwork
 - Faculty Teaching and Supervision
 - Educational Content
 - Evaluation
 - Diversity Patient Populations
 - Clinical Experience and Education
- Faculty
- Residents

Programs are also required to distribute anonymous program evaluations to Residents and Faculty.

Annual Program Action Plans



- Program Evaluation Committee
- Program evaluation = performance indicators

Actions Plans



1. Compliance Templates – Create templates to ensure fulfillment of ACGME Sponsoring Institution and program requirements.
 - To be completed throughout the 2025-2026 academic year
2. Faculty Development – Work collaboratively with the program to create faculty development workshops and sessions.
 - To be conducted throughout the 2025-2026 academic year
3. New Innovations – Implement the Resident Management Software.
 - Go live and full implementation March 2026
4. Simulation – Finalize Simulation Agreement
 - March 2026
5. Library Expansion Agreement
 - March 2026
6. Scholarly Activity Template
 - January 2026

Performance Monitoring Procedures



The GMEC will ensure compliance with updates and review of the action plans at each GMEC meeting until voted and approved that all action items have been successfully accomplished.

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

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. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
October 29, 2025

Agenda Item #

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

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. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October Governing Board Strategic Planning Committee meetings.

Cleared for Agenda
October 29, 2025

Agenda Item #

18

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

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the October Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
October 29, 2025

Agenda Item #

19

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

Issue: Monthly Financial Reports for September FY26	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive the monthly financial report from the Chief Financial Officer for the September FY26 financial report; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the September FY 2026 financial report from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
October 29, 2025

Agenda Item #

20



September 2025 Financials

GB Meeting



KEY INDICATORS – SEP



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,750	18,439	(689)	(3.74%)	18,169	(420)	(2.31%)
Total Admissions	1,888	2,027	(139)	(6.86%)	1,829	59	3.23%
Observation Cases	732	926	(194)	(20.95%)	926	(194)	(20.95%)
ADC	361	379	(18)	(4.78%)	372	(11)	(3.02%)
ALOS (Admits)	5.71	5.61	0.10	1.78%	6.23	(0.52)	(8.35%)
ALOS (Obs)	1.19	1.30	(0.10)	(7.94%)	1.30	(0.10)	(7.94%)
Hospital CMI	1.88	1.90	(0.02)	(1.05%)	1.90	(0.03)	(1.05%)
Medicare CMI	2.08	2.13	(0.05)	(2.35%)	2.13	(0.05)	(2.35%)
IP Surgery Cases	833	819	14	1.71%	836	(3)	(0.36%)
OP Surgery Cases	637	668	(31)	(4.64%)	661	(24)	(3.63%)
Transplants	17	19	(2)	(10.53%)	19	(2)	(10.53%)
Total ER Visits	9,418	9,039	379	4.19%	8,949	469	5.24%
ED to Admission	13.46%	-	-	-	12.09%	1.37%	-
ED to Observation	7.33%	-	-	-	10.01%	(2.69%)	-
ED to Adm/Obs	20.79%	-	-	-	22.10%	(1.31%)	-
Quick Cares	15,441	16,369	(928)	(5.67%)	15,222	219	1.44%
Primary Care	7,073	7,505	(432)	(5.76%)	6,894	179	2.60%
UMC Telehealth - QC	342	467	(125)	(26.77%)	456	(114)	(25.00%)
OP Ortho Clinic	3,192	2,381	811	34.08%	1,961	1,231	62.77%
Deliveries	109	104	5	4.81%	104	5	4.81%
Crisis Stabilization Center	162	1,541	(1,379)	(89.49%)	-	162	100.00%

SUMMARY INCOME STATEMENT – SEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$87,261,121	\$89,724,739	(\$2,463,618)	(2.75%)	●
Net Patient Revenue as a % of Gross	16.74%	18.16%	(1.42%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$90,432,430	\$93,347,793	\$2,915,364	3.12%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$3,171,308)	(\$3,623,054)	\$451,745	12.47%	●
Add back: Depr & Amort.	\$4,615,892	\$4,914,380	\$298,488	6.07%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$1,444,583	\$1,291,326	\$153,258	11.87%	●
EBITDA Margin	1.66%	1.44%	0.22%		

SUMMARY INCOME STATEMENT – YTD SEP



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$262,865,785	\$271,433,001	(\$8,567,216)	(3.16%)	●
Net Patient Revenue as a % of Gross	16.69%	18.04%	(1.35%)		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$272,576,728	\$281,367,007	\$8,790,279	3.12%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$9,710,943)	(\$9,934,006)	\$223,063	2.25%	●
Add back: Depr & Amort.	\$13,658,783	\$14,784,942	\$1,126,159	7.62%	●
Tot Inc from Ops plus Depr & Amort. (EBITDA)	\$3,947,840	\$4,850,935	(\$903,096)	(18.62%)	●
EBITDA Margin	1.50%	1.79%	(0.29%)		

SALARY & BENEFIT EXPENSE – SEP



	Actual	Budget	Variance	% Variance	
Salaries	\$37,091,455	\$38,548,654	\$1,457,200	3.78%	●
Benefits	\$17,582,564	\$17,041,707	(\$540,857)	(3.17%)	●
Overtime	\$514,367	\$906,109	\$391,742	43.23%	●
Contract Labor	\$1,420,575	\$1,294,843	(\$125,732)	(9.71%)	●
TOTAL	\$56,608,961	\$57,791,313	\$1,182,352	2.05%	●

EXPENSES – SEP



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,803,985	\$2,809,082	\$5,097	0.18%	●
Supplies	\$16,489,248	\$17,728,513	\$1,239,265	6.99%	●
Purchased Services	\$7,039,896	\$7,250,999	\$211,104	2.91%	●
Depreciation	\$2,857,217	\$3,052,112	\$194,895	6.39%	●
Amortization	\$1,758,675	\$1,862,268	\$103,593	5.56%	●
Repairs & Maintenance	\$1,060,934	\$984,645	(\$76,289)	(7.75%)	●
Utilities	\$625,372	\$621,602	(\$3,770)	(0.61%)	●
Other Expenses	\$1,082,528	\$1,072,061	(\$10,467)	(0.98%)	●
Rental	\$105,615	\$175,200	\$69,584	39.72%	●
Total Other Expenses	\$33,823,469	\$35,556,481	\$1,733,012	4.87%	●

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

Issue:	Kirk Kerkorian School of Medicine Dean’s Update	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
October 29, 2025

Agenda Item #

21

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

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

Cleared for Agenda
October 29, 2025

Agenda Item #

22



CEO Update

October 2025

- Magnet Health Links prep survey November 3-5th
- Magnet survey November 17-19th
- APP Appreciation Breakfast – November 4th
- 8th Annual Research Symposium – November 5th
- DNV Cardiology survey – Nov 4th and 5th
- ACGME Accreditation for UMC's Radiology Program – interviewing residents
- Laughlin's "Connection to UMC Online Care" - opening today
- Successful "Halloween Safetacular" – hosting 2000 people for safety event

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

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
October 29, 2025

Agenda Item #

23

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(4)(c), 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. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 29, 2025

Agenda Item #

24

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
October 29, 2025

Agenda Item #

25