



UMC Governing Board Meeting

Wednesday, December 11, 2024 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

AGENDA

University Medical Center of Southern Nevada GOVERNING BOARD

December 11, 2024 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, December 11, 2024, commencing at 2:00 p.m. at the location listed above to consider the following:

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

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

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. Public Comment.

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

2. Approval of Minutes of the meeting of the UMC Governing Board held on November 13, 2024. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the November 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on November 26, 2024; and take action as deemed appropriate. *(For possible action)*
5. Approve the various HR Policies and Procedures regarding references to Compensation Plans, authority to change various economic and non-economic benefits and practices to non-union represented classifications, time card exception form submission timelines; and take action as deemed appropriate. *(For possible action)*
6. Approve the revisions of the Physician & Non-Physician Provider Traditional Productivity Compensation and Benefits Plan, which includes modest changes; and take action as deemed appropriate. *(For possible action)*
7. Approve the revisions of the Physician & Non-Physician Provider (wRVU) Productivity Compensation and Benefits Plan, which includes modest changes; and take action as deemed appropriate. *(For possible action)*
8. Approve the Sixth Amendment to the CEO's Employment Agreement; and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. *(For possible action)*
9. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on October 2 and November 6, 2024; and take action as deemed appropriate. *(For possible action)*
10. Ratify the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Ratify the Second Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
12. Ratify the Third Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
13. Ratify the Second Amendment to Individual / Group Provider Service 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)*
14. Ratify the National Transplant Services Agreement with Kaiser Foundation Hospitals for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
15. Approve the Agreement with Optiv Security Inc. for Exabeam Security Incident and Event Monitoring Platform; execute future Order Forms within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
16. Award the Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc., the lowest responsive and responsible bidder, contingent

upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*

17. Award the RFP No. 2024-09 for Out-of-State Medicaid Billing and Collections to Firm Revenue Cycle Management Services, LLC; and authorize the Chief Executive Officer to sign the Service Agreement, and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
18. Approve and authorize the Chief Executive Officer to sign the RQI Program Renewal Change Order No. 2 with RQI Partners, LLC for CPR training services; execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
19. Approve and authorize the Chief Executive Officer to sign the Memorandum of Understanding with SCAN Health Plan Nevada for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
20. Approve and authorize the Chief Executive Officer to sign the Agreement with Tegria Services Group – US, Inc. for Epic Forms Conversion; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

21. Receive refresher education regarding the Nevada Public Records Act and the Nevada Open Meeting Law from James Conway, UMC Assistant General Counsel; and direct staff accordingly. *(For possible action)*
22. Review and discuss the Governing Board 2024 Action Plan, to include an informational update from regarding the UMC ReVITALize Project; and direct staff accordingly. *(For possible action)*
23. Receive a presentation regarding Tranquility at UMC: An Overview of Integrative Therapies, from Michelle McGrorey, R.N. and Debbie McKinney, R.N.; and direct staff accordingly. *(For possible action)*
24. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take action as deemed appropriate. *(For possible action)*
25. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take action as deemed appropriate. *(For possible action)*
26. Receive a report from the Governing Board Strategic Planning Committee; and take action as deemed appropriate. *(For possible action)*
27. Receive a report from the Governing Board Audit and Finance Committee; and take action as deemed appropriate. *(For possible action)*
28. Receive the monthly financial report for October FY25; and take action as deemed appropriate. *(For possible action)*

29. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take action as deemed appropriate. *(For possible action)*
30. Receive the Hospital CEO update; and take action as deemed appropriate. *(For possible action)*
31. Finalize future meeting dates and times through calendar year 2025; and take action as deemed appropriate. *(For possible action)*
32. Review and determine the committee assignments for the calendar year 2025; and take action as deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

33. 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

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

**University Medical Center of Southern Nevada
Governing Board Meeting
November 13, 2024**

Emerald Conference Room (1st Floor)
Delta Point Building
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, November 13, 2024
2:00 PM

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:09 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

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

Ex-Officio Members:

Present:

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

Absent:

Chris Haase (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Maria Sexton, Chief Information Officer
Brandon Murphy, Information Security Officer
Jill Roberts, CEO of Trauma Intervention Program
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on October 30, 2024. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Accept the Fiscal Year 2024 Basic Financial Statements and Single audit Information from BDO USA, LLP, Certified Public Accountants for University Medical Center of Southern Nevada; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- BDO Audit Wrap-Up Presentation
- Final Financial Summary

ITEM NO. 5 Ratify the Amendment Two to the Hospital Agreement with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Hospital Agreement – Amendment 2
- Disclosure of Ownership

- ITEM NO. 6 Ratify the Telemedicine Professional Services Agreement (Pediatric Neurology) with Pokroy Medical Group of Nevada, Ltd. d/b/a Pediatrix Medical Group of Nevada; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- PSA TeleNeurology
- Disclosure of Ownership

- ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the First Amendment to Master Service Agreement for Architectural Design and Documentation Services with Encompass Studio LLC; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Master Services Agreement – Amendment 1
- Disclosure of Ownership

- ITEM NO. 8 Approve and authorize the Chief Executive Officer to sign the Agreement with Insight Direct USA Inc. for the purchase of computers; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Quotation – Redacted
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 018 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Equipment Schedule No. 018 to Master Agreement
- Disclosure of Ownership

- ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Amendment Six to the Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Provider Agreement – Amendment Six
- Disclosure of Ownership

- ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Residency Affiliation Agreement for dental anesthesia training with The Board of**

Regents of the Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas School of Dental Medicine; execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Residency Affiliation Agreement

ITEM NO. 12 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements with DNV Healthcare USA Inc. for Management System Certification/Accreditation; authorize the Chief Executive Officer to execute any future amendments or addendums; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- DNV System Management Agreement
- Business Associate Agreement
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Hagerty that Consent Items 4-12 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 13 Receive an informational presentation from Brandon Murphy, UMC Information Security Officer, regarding the Cyber Security program at UMC; and direct staff accordingly. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- PowerPoint

DISCUSSION:

Brandon Murphy, UMC Information Security Officer, provided an overview of the Cyber Security program at UMC. Mr. Murphy provided a brief background of his experience in cyber security.

Cyber attacks on healthcare systems has risen by 34% and are expected to continue to rise. Ransomware remains to be the leading threat to businesses across the industry and phishing and social engineering continue to be the top methods of attack. Proper vetting and use of AI presents new challenges and opportunities for cyber attacks.

Critical patching significantly reduces attacks by ensuring rapid application of updates and this enhances the organization's protections. Continuous password testing, education and being proactive through regular assessments and system enhancements strengthens the hospital's defenses.

The cyber security program roadmap includes UMC domain replacement, greater adoption of cloud services and AI technologies, as well as upgrades and investments in digital infrastructure. To strengthen cyber security operations, the team is transitioning to a dedicated Security Operations Center, which will enhance coordination, expedite incident handling and improve communication strategies.

UMC remains committed to organizational and community outreach and fosters strong partnerships and open communication throughout the organization, which supports the mission of advancing healthcare with secure, innovative technology.

There was continued discussion regarding activities of the Security Operations Center and how the department works daily to intercept and repel threats received daily.

FINAL ACTION:

None

ITEM NO. 14 Review and discuss the Governing Board 2024 Action Plan, to include an informational update from Jill Roberts, CEO of Trauma Intervention Program (TIP) of Southern Nevada, Inc., regarding the activities of the TIP program and community assistance in Southern Nevada; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

- PowerPoint

DISCUSSION:

Jill Roberts, CEO of the Trauma Intervention Program (TIP) of Southern Nevada, Inc., provided an overview of the program and how it benefits the community.

The TIP is a non-profit organization dedicated to ensuring that those who are emotionally traumatized in emergency situations receive the assistance they need and it works closely with local emergency response agencies to provide well-trained citizen volunteers to assist in emergencies to provide emotional and practical support to family members, witnesses, and other bystanders directly on-scene and during the investigative process.

TIP has been in Clark County for 30 years and in 2023 it supported over 7,000 individuals in approximately 2,000 scene responses. There are about 60-80 volunteers and 3 paid staff members. Trainings occur 2 to 3 times per year. Ms. Roberts provided TIP facts, including volunteer availability and the type of calls that the volunteers respond to, such as emotional and practical support.

Volunteers are not therapists or counselors, but go through a 36-hour training academy, field training and attendance at monthly continuing education. Training is also provided to emergency responders as well. A list of the types of calls the program receives was reviewed.

FINAL ACTION:

None

ITEM NO. 15 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, November 6, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report on the BDO Audit, which was recommended for approval by the committee. There were no adjustments to the financial audits and no significant deficiencies reported. There are no significant changes to the planned audit strategy.

The Committee received a brief report from the CFO, informing them that the October financial statements were not available, due to the timing of the meeting this month.

The 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 was no public comment and the meeting adjourned.

FINAL ACTION:

None

ITEM NO. 16 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

The Dean thanked the Board for coming to the Medical School for the October meeting.

Dean Kahn was in attendance at the annual meeting of the Association of American Medical Colleges and the meeting of the Alliance of Academic Health Centers and discussed the role of Academic Health Centers in the community and other concerns such private equity and GME funding. This Spring, the Dean will be attending a meeting with the Counsel of Deans and Chief Executives of Hospitals.

The school is preparing for an accreditation visit, which is scheduled for October 2025.

The Dean discussed the need to have collaborative research between the school and the hospital. Two grants were received recently. One was from the Department of Defense to study the unique military/civilian partnership. A second was a grant received by Deb Kuhls regarding traffic studies. The Dean would also like to see collaborative efforts regarding clinical trials.

Lastly, the school is preparing for the next legislative session and one priority for discussion is to increase funding for GME and Academic Health.

The Dean wished everyone a Happy Thanksgiving.

Chairman O'Reilly asked about the funding for the grant applications. Dean Kahn responded that the military grant was a joint effort and the school is the PI for the traffic study grant.

FINAL ACTION:

None

ITEM NO. 17 Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

CEO Update

DISCUSSION:

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

- Southern Highlands Primary Care Expansion – opening in mid-December
- Lab vendor transition from LMC to Quest for pathology services
- Preparations for emergency management for Formula 1 is underway
- Becker's Hospital Review
 - Solutions for Clinical Workforce Stabilization
- Cleveland Clinic Lou Ruvo Center for Brain Health conference this evening hosted by UMC at 5:00pm
- UMC Holiday Party
 - December 5th at Pop Stroke from 6:00 pm – 9:00 pm
- The business office recognized, as it had a record month in collections for the month of October
- West Henderson Hospital will be opening this month
- Welcome back to Marsha Turner as the Associate Vice Chancellor for Health Sciences at NSHE
- Farewell to Geoff Empey, Associate Administrator of Operations at UMC, as he will be taking on a new role in Idaho. Congratulations and thank you for your service at UMC!

There was continued discussion regarding the vendor transition for pathology services.

FINAL ACTION:

None

ITEM NO. 18 Consider and forward for to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, four individuals for appointment to the UMC Governing Board for a three-year term commencing on January 1, 2025 from the following list of interested individuals: Renee Franklin (Current Member), John O'Reilly (Current Member), Harry Hagerty (Current Member) and William Noonan (Current Ex Officio Member); and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

All members indicated they would like to continue their service on the Board. Chairman O'Reilly thanked the members for their willingness to continue serving on the board.

FINAL ACTION:

A combined motion was made by Member Mackay to consider and forward to the Board of County Commissioners, also sitting as the Board of Hospital Trustees, the appointments of Renee Franklin, (Current Member), John O'Reilly (Current Member), Harry Hagerty (Current Member), and William Noonan (Current Ex-Officio Member) to the UMC Governing Board commencing on January 1, 2025. Motion carried by unanimous vote. Members abstained with respect to their own individual vote.

To all members, thank you for your service and willingness to continue service to the Board, the hospital and the patients.

ITEM NO. 19 Determine future meeting dates and times through calendar year 2025; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

2025 Calendar

DISCUSSION:

The Board will review dates and finalize the calendar at the next meeting, as well as the committee assignments.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 20 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)*

DISCUSSION:

- The Governing Board Survey
- Future agenda item regarding breathing techniques and healing

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called. No such comments were heard.

At this time, a motion was made by Member Mackay to go into closed session.

FINAL ACTION TAKEN:

At the hour of 3:20 PM, a motion was made by Member Mackay that the Board go into closed session. Motion carried by unanimous vote.

SECTION 5: CLOSED SESSION

ITEM NO. 25 Go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:25 PM.

At the hour of 4:15 PM, the closed session on the above topic ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:15 PM, Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Governing Board Secretary

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

Petitioner: Mason VanHouweling

Recommendation:

That the Governing Board approve the November 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on November 26, 2024; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

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

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC. At the November 21, 2024 meeting, these activities were reviewed by the Credentials Committee and recommended for approval by the MEC.

The MEC reviewed and approved these credentialing activities at the November 26, 2024 meeting.

Cleared for Agenda
December 11 2024

Agenda Item #

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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November 21, 2024

Date: December 11, 2024
To: Governing Board
From: Credentials Committee
Subject: November 21, Credentialing Activities

I. NEW BUSINESS

- General Surgery DOP – Transoral Incisionless Fundoplication (TIF)
- Medicine DOP – Transoral Incisionless Foundoplication (TIF)

II. CREDENTIALS

III. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Barikzi	Leeda	DO	11/26/2024 - 08/31/2026	Internal Medicine	Platinum Hospitalists	Category 1
2	Bekele	Meseret	APRN	11/26/2024 - 05/30/2026	Medicine / Cardiology	UMC Heart Failure	Category 1
3	Beren	Donna	APRN	11/26/2024- 12/31/2026	Radiology	UMC Radiology	Category 1
4	Brian	Rosalie	APRN	11/26/2024 - 07/31/2026	Medicine/Nephrology	Kidney Specialists of So Nevada	Category 1
5	Casper	Kevin	MD	11/26/2024 - 11/30/2026	Radiology	UMC Radiology	Category 1
6	Choi	Min	APRN	11/26/2024 - 02/28/2026	Internal Medicine	Mike O'Callaghan Military Hospital	Category 1
7	De Leon	Emily	PAC	11/26/2024 - 11/30/2025	Surgery/General	Mike O'Callaghan Military Hospital	Category 1
8	DeAndrea	G.A.	MD	11/26/2024 - 01/31/2026	Medicine/Neurology	UNLV Health	Category 1
9	Eckert	Molly	APRN	11/26/2024 - 11/30/2025	Internal Medicine	Pioneer Health Care	Category 1
10	Fu	Pei-Chi	MD	11/26/2024 - 05/30/2026	Family Medicine	UMC Peccole Primary Care	Category 1
11	Giedroc	Sarah	PAC	11/26/2024 - 11/30/2025	Medicine/Internal	Mike O'Callaghan Military Hospital	Category 1
12	Gopalani	Sameer	MD	11/26/2024 - 02/28/2026	OB GYN/Maternal & Fetal Medicine	Desert Perinatal Associates	Category 1
13	Hofstede	Jason	DO	11/26/2024 - 10/31/2026	Family Medicine	Mike O'Callaghan Military Hospital	Category 1
14	Joshi	Dhires	MD	11/26/2024 - 05/31/2026	Medicine Infectious Disease	Infectious Disease Specialists	Category 1
15	Khan	Kamran	DO	11/26/2024 - 07/31/2026	Family Medicine	Reliant Physicians	Category 1

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
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16	Mailland	Kevin	DO	11/26/2024 - 02/28/2026	Family Medicine/Sports Medicine	UNLV Family Medicine	Category 1
17	Mody	Pooja	DO	11/26/2024-09/30/2026	Surgery/General Surgery	Slim Vegas Bariatric & General Surgery	Category 1
18	Nielson	Frederick	MD	11/26/2024 - 06/30/2026	Family Medicine	Mike O'Callaghan Military Hospital	Category 1
19	Pozolo	Cara	MD	11/26/2024 - 05/31/2026	CVT	Mike O'Callaghan Military Hospital	Category 1
20	Prince	McKell	PAC	11/26/2024 - 09/30/2026	Surgery/ENT	UNLV Health	Category 1
21	Ray	Bryan	MD	11/26/2024 - 11/30/2025	Anesthesia	Mike O'Callaghan Military Hospital	Category 1
22	Repko	Brandon	MD	11/26/2024 - 01/31/2026	Radiology	UMC Radiology	Category 1
23	Rodriguez	Carlos	DO	11/26/2024 - 05/31/2026	Medicine/Physical Medicine and Rehabilitation	Medrina	Category 1
24	Roehr	Casey	MD	11/26/2024 - 03/31/2026	Orthopedic Surgery	UMC Orthopedic	Category 1
25	Shah	Bijal	MD	11/26/2024 - 11/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
26	Vellaichamy	Muthukumar	MD	11/26/2024 - 07/31/2026	Pediatric Critical Care Med	Locum Tenens	Category 1
27	Viray	Mark	APRN	11/26/2024 - 07/31/2026	Surgery/Urology	Las Vegas Urology, LLP	Category 1

IV. REAPPOINTMENTS TO STAFF

1	Acquafredda	Joseph	CRNA	01/01/2025 - 12/31/2025	Anesthesiology	APP Dependent Privileges	Office of Military Medicine
2	Ahsan	Chowdhury	M.D.	01/01/2025-12/31/2026	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center
3	Almachar	Emil	APRN	01/01/2025-12/31/2026	Medicine/Internal Medicine	APP Independent Membership and Privileges	Platinum Hospitalists

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AGENDA

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4	Baynosa	Jennifer	M.D.	01/01/2025-12/31/2026	Surgery/General Surgery	Active Membership and Privileges	UNLV Surgery
5	Brosious	John	MD	01/01/2025-12/31/2026	Surgery/Plastic Surgery	**Active with Membership and Privileges to Affiliate with Membership and Privileges	Vegas Plastic Surgery Institute
6	Cordova	Shemrock	MD	01/01/2025-12/31/2026	Ambulatory Care	Active Membership and Privileges	UMC-Blue Diamond Quick Care
7	Djansezian	Natalie	DMD	01/01/2025 - 12/31/2025	Surgery/Oral/Maxillo facial Surgery	Affiliate Initial FPPE Membership and Privileges	UNLV School of Dental Medicine - General Practice Residency
8	Fang	Qin	MD	01/01/2025-12/31/2026	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
9	Flores	Randy	DO	01/01/2025-12/31/2026	Anesthesiology	**Active with Membership and Privileges to Affiliate with Membership and Privileges	Red Rock Anesthesia Consultants, LLC
10	Flores	Janice	APRN	01/01/2025-12/31/2026	Surgery/General Surgery	APP Independent Membership and Privileges	UMC Lion's Burn Care Center
11	Freilich	Adam	DO	01/01/2025-12/31/2026	Anesthesiology	Affiliate Membership and Privileges	Freilich Oasis Anesthesia, PLLC
12	George	Akeem	MD	01/01/2025-12/31/2026	Pediatrics/Neonatology	Active Membership and Privileges	UMC Neonatology Unit
13	Hawkins	Lakisha	MD	01/01/2025-12/31/2026	Ambulatory Care & Medicine	Active Membership and Privileges	UMC-Spring Valley Primary Care
14	Iwamoto	Craig	MD	01/01/2025-12/31/2026	Surgery/General Surgery	**Active with Membership and Privileges to Affiliate with Membership and Privileges	Desert West Surgery
15	Jamison	Arlyne	APRN	01/01/2025 - 12/31/2025	Ambulatory Care	APP Independent Membership and Privileges	UMC-Nellis Primary Care

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16	Jensen	Scott	MD	01/01/2025-12/31/2025	Anesthesiology	Affiliate Membership and Privileges	Office of Military Medicine
17	Lasseigne	Chaz	CRNA	01/01/2025-12/31/2026	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
18	Lee	Herman	DO	01/01/2025-12/31/2026	Emergency Medicine & Trauma Emergency	**Active with Membership and Privileges to Affiliate with Membership and Privileges	UMC Emergency Medicine
19	LeFevre	Kyle	PAC	01/01/2025 - 12/31/2025	Surgery/Urology	APP Initial FPPE Privileges	Las Vegas Urology
20	Makai	Balazs	MD	01/01/2025 - 12/31/2025	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
21	Mauban	Rene	MD	01/01/2025-12/31/2026	Ambulatory Care	Active Membership and Privileges	UMC-Summerlin Primary Care
22	Obi	Okwuchukwu	MD	01/01/2025-12/31/2026	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
23	Ong	Lianne	MD	01/01/2025-12/31/2026	Family Medicine	Active Membership and Privileges to Affiliate Membership and Privileges	UNLV Family Medicine
24	Pukall	Penny	PAC	01/01/2025-12/31/2026	Emergency Medicine/Adult Emergency Medicine	APP Dependent Privileges	UMC EM
25	Reddy	Dhruv	MD	01/01/2025-12/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	UMC
26	Roundy	Lee	DMD	01/01/2025-12/31/2026	Surgery/Dentistry Pediatric	Affiliate Membership and Privileges	UNLV School of Dental Medicine - Advanced Education Program in Pediatrics
27	Rowles	Shawn	MD	01/01/2025-12/31/2026	Pediatrics	Active Membership and Privileges	Rock and Rowles Pediatrics
28	Sanyurah	Omar	MD	01/01/2025-12/31/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Health
29	Stein	Emil	MD	01/01/2025-12/31/2026	Surgery/Ophthalmology	Affiliate Membership and Privileges	Nevada Eye Care Professionals
30	Suarez-Kelly	Lorena	MD	01/01/2025-12/31/2025	Surgery/General Surgery	Affiliate Membership and Privileges	UNLV Health
31	Tadina	Elizabeth	APRN	01/01/2025-12/31/2026	Ambulatory Care	APP Independent Membership and Privileges	UMC-Sunset Quick Care

32	Tomic	Dragana	APRN	01/01/2025-12/31/2026	Surgery/Cardiovascular/Thoracic Surgery	APP Independent Membership and Privileges	UMC
33	Tomlinson	Richard	MD	01/01/2025-12/31/2025	Medicine/Internal Medicine	Affiliate Membership and Privileges	Office of Military
34	Tran	Tan	MD	01/01/2025-12/31/2026	Ambulatory Care	Active Membership and Privileges	UMC-Sunset Quick Care
35	Travis	Chasity	APRN	01/01/2025-12/31/2026	Ambulatory Care	APP Independent Membership and Privileges	UMC Online Care
36	Turner	Angela	APRN	01/01/2025-12/31/2026	Medicine/Hematology/Oncology	APP Independent Membership and Privileges	Integrated Cancer Care of Nevada
37	Vahey	James	MD	01/01/2025-12/31/2026	Orthopaedic Surgery/Hand Surgery & Ortho Surgery	Affiliate Membership and Privileges	Hand Center of Nevada
38	Varras	John	MD	01/01/2025-12/31/2026	Medicine/Internal Medicine	Active Membership and Privileges	UNLV Medicine
39	Voong	Tony	DO	01/01/2025-12/31/2025	Family Medicine	Affiliate Membership and Privileges	UNLV Health
40	Weichers	Stuart	MD	01/01/2025-12/31/2025	Anesthesiology & Trauma Anesthesia	Affiliate Membership and Privileges	UMC Anesthesia
41	Yang	Cheng	MD	01/01/2025-12/31/2025	Anesthesiology	Affiliate Membership and Privileges	Office of Military Medicine
42	Zhou	Anthony	MD	01/01/2025-12/31/2026	Anesthesiology	Active Membership and Privileges	UMC Anesthesia

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Acquafredda	Joseph	CRNA	01/01/2025-12/31/2025	Anesthesiology	Withdraw = **Spinal/epidural anesthesia placement and management. **Anesthesia for Caesarean Section.
2	Baynosa	Jennifer	MD	01/01/2025-12/31/2026	Surgery/General Surgery	Withdraw = Da Vinci Robot and Advanced Laparoscopic Surgery. NEW Privilege - Amputations - no cases required under CORE privileges.
3	Cordova	Shemrock	MD	01/01/2025-12/31/2026	Ambulatory Care	Withdraw : Telemedicine.
4	Flores	Janice	APRN	01/01/2025-12/31/2026	Surgery/General Surgery	NEW Privilege : Pediatric Patients
5	Hawkins	Lakisha	MD	01/01/2025-12/31/2026	Ambulatory Care & Medicine	NEW Privilege : Telemedicine

6	Jamison	Arlyn	APRN	01/01/2025-12/31/2025	Ambulatory Care	Withdraw Privilege: Minor Surgery: Exclusion of Superficial skin lesions or cysts.
7	Lasseigne	Chaz	CRNA	01/01/2025-12/31/2026	Anesthesiology	NEW Privilege: Pediatric > 10 years old. Withdraw Privileges: Central line, Arterial Line, Pediatric>10 years old, Regional and Neuraxial Anesthesia.
8	LeFevre	Kyle	PAC	01/01/2025-12/31/2025	Surgery/Urology	NEW privileges: Pediatric Patients, and Cystoscopy. Withdrawn Privilege: Bedside Incision and drainage of the Scrotum and PAC First Assist.
9	Sanyurah	Omar	MD	01/01/2025-12/31/2026	Medicine/Internal Medicine	Withdraw Privilege: Ambulatory Medicine (Outpatient Services Only) & Telemedicine
10	Suarez-Kelly	Lorena	MD	01/01/2025-12/31/2025	Surgery/General Surgery	New Privilege: Da Vinci Robot
11	Tran	Tan	MD	01/01/2025-12/31/2026	Ambulatory	Withdraw Privilege: Telemedicine & Uncomplicated Dislocations
12	Varras	John	MD	01/01/2025-12/31/2026	Medicine/Internal Medicine	New Privilege = Telemedicine Privileges Withdraw: Ambulatory Medicine (Outpatient Only)

D. MODIFICATION OF PRIVILEGES

1	Blaker	Melissa	DO	Surgery/Cardiovascular /Thoracic Surgery	Modification of Privileges – New Privilege: Da Vinci Robotic
2	Drnovsek	Valerie	MD	Radiology	Modification of Privileges – New Privileges: CORE RADIOLOGY PROCEDURES // SIMPLE ANGIO-INTERVENTIONAL PROCEDURES, ULTRASOUND GUIDED PROCEDURES, CT GUIDED PROCEDURES // DIAGNOSTIC ANGIOGRAPHY AND VENOGRAPHY // PERCUTANEOUS INTERVENTIONAL PROCEDURES // MODERATE SEDATION
3	Miller	Liliana	APRN	Medicine/Internal Medicine	Modification of Privileges – New Department: Ambulatory
4	Orr	Daniel	DDS	Surgery/Oral/Maxillofacial Surgery & Anesthesiology	Modification of Privileges – New Department: Anesthesiology
5	Palone	Tina	APRN	Medicine/Internal Medicine	Modification of Privileges - New Department: Ambulatory
6	Rane	Santosh	MD	Medicine/Cardiology	Modification of Privileges – Withdraw: Moderate Sedation for failure to complete initial FPPE
7	Reddy	Dhruv	MD	Medicine/Internal Medicine	Modification of Privileges – New Department: Ambulatory
8	Salazar	Stephanie	APRN	Medicine/Internal Medicine	Modification of Privileges – New Department: Ambulatory

9	Slade	Stacey	PAC	Surgery/Urology	Modification of Privileges – Withdraw : Cystoscopy Assisted Procedure Stent Removal for failure to complete initial FPPE
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E. EXTENSION OF INITIAL PPE

1	Ludlow	David	MD	Surgery/ Urology	Extend Initial FPPE through May 2025 due to not able to provide cases.
2	Micev	Alan	MD	Orthopedic Surgery & Hand Surgery	Extend FPPE – Extend FPPE for Treatment of Fracture of Distal Radius and Ulna until May 2025.

F. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

1	Bareng	Tamara	CRNA	Anesthesiology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
2	Baude	Jacqueline	MD	Office of Military Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
3	Cunningham	Susan	DO	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
4	DelCasino	Stephen	PAC	Surgery/Urology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
5	Djansezian	Natalie	D.M.D	Surgery/Oral/Maxillo facial Surgery	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
6	Dodds	Colin	MD	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
7	Dodds	Janine	MD	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
8	Eghteraifi	Badi	DO	Ambulatory Care	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
9	Eldemerdash	Alaa-Eldin	MD	Pediatrics/ Neonatology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE

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10	Erickson	Ty	MD	Obstetrics and Gynecology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
11	Evans	Brooke	APRN	Orthopedic Surgery	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
12	Garcia	Hannah	APRN	Surgery/ General	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
13	Gonwa	Mark	MD	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
14	Grissom	Daniel	MD	Emergency Medicine/Pediatric Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
15	Hager	Michael	APRN	Surgery/ General	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
16	Hone	Allison	APRN	Medicine/Hematology/Oncology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
17	Jeffries	Justin	MD	Medicine/Pulmonary Medicine/Respiratory	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
18	Kerr	Hannah	MD	Surgery/ Transplant	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
19	Kersey	John	DDS	Surgery/Oral Max	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
20	LeFevre	Kyle	PAC	Surgery/Urology	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges
21	Madsen	William	DO	Emergency Medicine/Adult Emergency Medicine Trauma/Emergency Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
22	O'Guinn	Devon	MD	Radiology	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE

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23	Voong	Tony	DO	Family Medicine	Change in Staff Status - Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
24	Ward	Mathew	PAC	Neurosurgery	Change in Staff Status - Release from APP Initial FPPE Privileges to APP Dependent Privileges

G. COMPLETION OF FPPE FOR NEW DEPARTMENT/PRIVILEGES

1	Ahsan	Chowdhury	MD	Medicine/ Cardiology	Completion of FPPE – Transcatheter Aortic Valve Replacement (TAVR)
2	Bent	Geraldine	APRN	Surgery/ Cardiovascular & Thoracic	Completion of FPPE – Epicardial Pacing Wires
3	Flores	Carmen	MD	Surgery/Trauma Burn	Completion of FPPE - Trauma Burn
4	Gururaj	Arjun	MD	Medicine/ Cardiology	Completion of FPPE – LAAO (Left Atrial Appendage Occlusion)
5	Micev	Alan	MD	Orthopedic Surgery & Hand Surgery	Completion of FPPE - New Privileges (Ortho Surgery Section of Hand DOP): Telemedicine // (Ortho Surgery DOP): Telemedicine
6	Rane	Santosh	MD	Medicine/Cardiology	Completion of FPPE – Telemedicine
7	Shaw	Lawrence	MD	Obstetrics and Gynecology	Completion of FPPE – Colposcopies and LEEP Excisions
8	Stewart	David	MD	Orthopedic Surgery	Completion of FPPE – LIGAMENT/TENDON TRANSFER/REPAIR SURGERY
9	Williams	Jon	MD	Surgery/ General Surgery	Completion of FPPE – da Vinci Robotic

H. REQUEST FOR LEAVE OF ABSENCE

1	Kottapalli	Sai	DO	Surgery/Cardiovascular/Thoracic Surgery	Vegas Vascular Specialists	Request for LOA – Change in practice, time constraints
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I. REMOVAL/RESIGNATIONS

1	Abdu	Zakir	APRN	Medicine/ Internal Medicine	Pioneer Health Care	Resignation – Unable to complete initial FPPE
2	Andersen	Allison	APRN	Surgery/General Surgery	UMC	Removed from staff – Unable to locate
3	Chen	David	MD	Family Medicine	UMC Military Program	Remove from staff – Military Rotator
4	Halhore	Srinivas	MD	Pediatrics/ Medicine/Neurology	Neurology Specialists	Resignation – Retired

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5	Hutchens	Craig	MD	Anesthesiology	Medicus Healthcare Solutions	Resignation – Chance in Contracted Group
6	Jiang	Mei	MD	Pediatrics	Mednax/Neurology Specialists of Las Vegas	Resignation – Change in practice needs
7	Jones	Justin	MD	Medicine/Psychiatry	UNLV Health	Resignation – No longer works at UMC
8	Kim	Jee-hong	MD	Surgery/Otolaryngology	UNLV Medicine	Resignation - Relocating
9	Knoblock	Ronald	MD	Pathology	Laboratory Medicine Consultants	Resignation – No reason provided
10	Lewis	Paul	DO	Surgery/General Surgery	UNLV Health	Remove from staff - Fellow no longer in training
11	Massey	Hilary	MD	Medicine/Psychiatry	UNLV Health	Resignation - Relocating
12	McDaniel	Huey	MD	Surgery/CVT	Vegas Vascular	Voluntary Resignation - No Reappointment Submitted
13	Newman	Raquelle	MD	Medicine/Family Medicine	Military - Rotator	Resignation
14	Owoyele	Adeyinka	MD	Radiology	Medicus	Voluntary Resignation
15	Pring	Jan	DO	Medicine/Pulmonary Medicine/Respiratory Care	Pulmonary Associates	Resignation – No reason provided.
16	Radford	James	DO	Ambulatory Care/Quick Care	UMC Employed	Resignation – It is not financially feasible to continue per diem status
17	Saad	Rola	MD	Pediatrics	Horizon View Medical	Resignation - No Reason Provided
18	Salem	Nizar	MD	Medicine/Internal Medicine	UMC Employed	Remove from staff – No longer employed with UMC
19	Shah	Rakesh	MD	Radiology	Medicus Healthcare Solutions	Resignation – Credentialing fee
20	Smith	Kenneth	APRN	Family Medicine	Military - Office of Military Medicine	Remove from staff – Military Rotator
21	Turner	Jade	MD	Anesthesia	Medicus	Voluntary Resignation
22	Wilson	Daisha	CRNA	Anesthesia	Military - Office of Military Medicine	Voluntary Resignation - No Reappointment Submitted
23	Wood	Richard	MD	Emergency Medicine & Trauma Emergency Medicine	Military - Rotator	Voluntary Resignation

J. CHANGE IN STATUS

1	Brosious	John	MD	Surgery/Plastic Surgery	Active with Membership and Privileges to Affiliate with Membership and Privileges
2	Flores	Randy	DO	Anesthesiology	Active with Membership and Privileges to Affiliate with Membership and Privileges
3	Iwamoto	Craig	MD	Surgery/General Surgery	Active with Membership and Privileges to Affiliate with Membership and Privileges
4	Jordan	Matthew	MD	Anesthesiology/	Change in Staff Status - Affiliate Membership and Privileges to Active with Membership and Privileges
5	Lee	Herman	DO	Emergency Medicine & Trauma Emergency	Active with Membership and Privileges to Affiliate with Membership and Privileges
6	Ong	Lianne	MD	Family Medicine	Active Membership and Privileges to Affiliate Membership and Privileges

**UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF GENERAL SURGERY
DELINEATION OF PRIVILEGES**



NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ TO: _____

The establishment of privileges and procedures in the Department of Surgery shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Surgery have privileges to admit, treat adult and pediatric patients and to direct the course of treatment for the condition for which these patients are admitted.

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must be a member of the Medical and Dental Staff, the Department of Surgery and meet the following criteria.

Basic Education: M.D. or D.O.

Minimal Formal Training: Successful completion of an accredited ACGME or AOA Residency training program in surgery;
On initial application, must be Board certified by the American Board of Surgery as certified by the American Board of Medical Specialist (or equivalent by the American Osteopathic Association) or the American Board of Physician Specialties or Board Certified within 5 years of completion of residency or fellowship.

Experience: Upon request, must be able to demonstrate that he/she has performed ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence.

History & Physical: Competent to perform patient's medical history & physical examination.

Privilege	Special Requirements	R=Requested	A=Approved	C=Approved with Conditions
<u>AMBULATORY MEDICINE (Outpatient Services Only):</u> For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of General Surgery Delineation of Privileges.				
<u>CORE</u> general surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, and/or pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges: General Surgery Privileges: Admit Patients and perform history/physical exam for patients with general surgery related problems, Provide consultation on patient's general surgery related problems, Order diagnostic studies/procedures related to general surgery related problems, Treat/manage patients with general surgery related problem Service.				
Telemedicine	See below criteria			
Integumentary System (Breast, skin, and soft tissue Musculoskeletal System) Gastrointestinal Tract (Mouth, Esophagus, Stomach Intestines, Anus/Rectum/ Sigmoidoscopy Liver, Biliary Tract, Pancreas, Peritoneum, Abdomen including hernias).				

Complex Wound Management				
Female Genital (Uterus, Tubes, Ovaries), Endocrine (Thyroid, Parathyroid, Thymus, Adrenals, Carotid Body).				
Hyper-alimentation, Chest/Respiratory Tract (Lungs-non-resectional, Pleura, Diaphragm, Trachea-non-reconstructive).				
Emergency Vascular Repair				
Urinary Tract (Kidney, Ureters, Bladder, Testicles, and spermatic cord)				
Amputations				
Nervous System (Sympathectomy/Neurolisis)				
Hemic and Lymphatic System (Spleen and Lymph Nodes)				
Endoscopy: Esophagoscopy, Gastroscopy, Colonoscopy				
Endoscopic Ultrasound	See below Initial & Reappointment criteria			
Endorectal Ultrasound	See below Initial & Reappointment criteria			
Endoscopic Retrograde Cholangiopancreatography (ERCP) Diagnostic or Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal and Stricture Dilation	See below Initial & Reappointment criteria			
Burn Care (NO BURN ADMIT PRIVILEGES –TREATMENT ONLY)				
General Laparoscopic Surgery: Diagnostic laparoscopy, laparoscopic cholecystectomy, laparoscopic appendectomy	See below Initial Criteria			

SPECIAL PRIVILEGES

SPECIAL PRIVILEGES are defined as high risk, problem prone or new technology and not routinely part of general surgery practice.

Eligibility Criteria:

To be eligible to request **SPECIAL PRIVILEGES**, the applicant must meet the minimum criteria for **CORE** privileges in addition to the following:
Acceptable supervised training in residency, fellowship or other acceptable program; **AND**

Demonstration of knowledge of indications for the procedure/test/therapy, PLUS

Previous Experience:

Documentation of successful completion of training and demonstrated current competence in the privilege (s) requested, and Documentation of competence to obtain and retain clinical privileges as set forth in Surgery Department Rules & Regulations governing the exercise of specific privileges.

Privileges	Special Requirements	R=Requested	A=Approved	C=Approved with Conditions
Bariatric Surgery	See below Initial & Reappointment criteria			
Laparoscopic Adjustable Gastric Band Surgery	See below Initial & Reappointment criteria			
Da Vinci Robot	See below Initial & Reappointment criteria			
Elective Vascular: Major Vascular-Veins and Arteries Peripheral Vascular-Veins and Arteries	See below Initial & Reappointment criteria			
Endovascular Prosthesis for Repair of Aortic Aneurysm	See below criteria			
Peripheral Endovascular Stent Placement and Peripheral Angioplasty	See below criteria			
Laser Surgery: (Circle each being requested) Co2 Yag Holmium	See below criteria			
Spy Glass	See below Initial criteria			
Electrohydraulic Lithotripsy	See below Initial criteria			
Moderate Sedation	See below sedation criteria			
Cystoscopy	See below criteria			
Hospice & Palliative Care	See below initial criteria			
Total Parenteral Nutrition (TPN)	See below criteria			
Advanced Laparoscopic Surgery: Those advanced laparoscopic procedures that require advanced skills such as the ability to perform laparoscopic suturing, i.e. laparoscopic common bile duct, laparoscopic anti-reflux procedures, laparoscopic colon resection, paroscopic solid organ procedures.	See below Initial & Reappointment criteria			
Transoral Incisionless Fundoplication (TIF)	See below Initial & Reappointment criteria			

In the event of a dire emergency and if, in the opinion of the physician, death will result without immediate treatment to the patient, the practitioner will exercise medical judgment and initiate lifesaving treatment as is necessary regardless of his privileges, when it has been determined that an expert in the field is unavailable.

ACKNOWLEDGEMENT OF PRACTITIONER:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Surgery, General Surgery, and I understand that:

- In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules

applicable generally and any applicable to the particular situation.

- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

I have attached the supporting documentation required to request these General Surgery CORE and/or Special Privilege:

I attest to have obtained and/or attended the required number of continuing medical education (CME) hours as required per the Departments Delineation of Privileges (DOP) related to the clinical privileges I am requesting.

I agree and will be able to provide proof of attendance and program content upon request.

APPLICANT SIGNATURE

DATE

****MEDICAL STAFF USE ONLY****

I have reviewed the requested clinical privileges and privilege criteria (cases, education, etc.) for the above named applicant and recommend action on the privileges noted above.

SECTION CHIEF, GENERAL SURGERY

DATE

CHIEF, DEPARTMENT OF SURGERY

DATE

Revised: 00, 01, 06, 02/14/07; 11/15/07; 03/12/08; 10/1/2008; 11/12/08, 05/13/2009, 1/20/10, 11/12/2010; 10/14/2011; 2/9/2012; 5/15/2012; 6/7/2012; 12/13/12; 2/1/13; 3/13/13; 9/13/13; 5/15/14, 12/18/14, 01.19.2017; 09.2017, 10/2018, 03.2019; 10/2020, 03/18/2021; 04/2021; 11/2021
MEC: 11/28/07; 04/22/08; 10/28/2007; 11/25/08, 05/29/2009; 01/26/10; 11/23/2010; 11/22/2011; 02/28/2012; 6/26/2012; 12/24/12; 2/26/13; 3/26/13; 9/24/13; 07/22/2014, 12/23/14; 01.26.2016, 01.26.2017; 09.26.2017, 11/27/2018, 03.2019; 10/2020, 03/23/2021; 05.2021; 11/2021
BOT: 10/19/00; 05/15/01; 08/16/06; 03/20/07; 12/18/07; 05/20/08; 11/18/08; 12/16/08, 06/16/2009; 02/16/2010; 12/18/2011; 03/20/2012; 7/17/2012; 1/15/13; 3/19/13; 4/16/13; 10/15/13; 08/19/2014, 01/20/15; 03.15.2016, 02.21.2017; 10.17.2017, 12/18/2018, 04.2019; 11/2021
Governing Board 10/2020, 03/2021; 05/2021; 11/2021

CORE PRIVILEGES CRITERIA

CRITERIA FOR ENDOSCOPIC ULTRASOUND:

All of the following criteria must be met for an applicant to perform Endoscopic Ultrasound:

Initial:

Successful completion of an accredited residency/ fellowship which included training in this procedure **OR**

Completed an approved Hands on Course **AND**

Board Certified or Eligible in General Surgery; **AND**

Demonstrated current competence and evidence of the performance of the following;

- | | |
|-----------------------------------|-----------|
| ○ Mucosal Tumors: | 75 cases |
| ○ Submucosal lesions only: | 40 cases |
| ○ Mucosal and submucosal lesions: | 100 cases |
| ○ Pancreaticobiliary: | 75 cases |

- EUS-guided FNA
 - Non-pancreatic: 25 cases
 - Pancreatic: 25 cases

Reappointment:

Demonstrated current competence by providing evidence of the performance of 50 procedures in the past 24 months based on results of quality assessment/improvement activities and outcomes.

CRITERIA FOR ENDORECTAL ULTRASOUND:

Initial:

1. Must be Board Certified by the American Board of Colon Rectal Surgery (ABCRS) **OR** have completed an approved colon rectal fellowship, and be in the process of Board Certification; **AND**
2. Demonstrated current competence and evidence of the performance of 20 cases in the past 24 months based on results of quality assessment/improvement activities and outcomes.

Reappointment:

Demonstrated current competence by providing evidence of the performance of 20 cases in the past 24 months based on results of quality assessment/improvement activities and outcomes.

CRITERIA FOR ENDOSCOPIC RETROGRADE CHOLANGIOPANCREATOGRAPHY (ERCP):

Initial:

All of the following criteria must be met for an applicant to perform Endoscopic Retrograde Cholangiopancreatography (ERCP):

Track One – Fellowship Track:

Successful completion of an ACGME or AOA accredited program that included training in ERCP of a minimum 100 procedures (40 Sphincterotomies and 10 stent placements)

Track Two – Non-Fellowship Track:

Provide documentation of 100 ERCP procedures within the past 12 months with documented successful outcomes. These cases may be performed at UMC or provided from another Joint Commission Accredited institution **OR**

Complete proctorship of the first 50 ERCP procedures with a practitioner credentialed in ERCP and sanctioned by the proctor on completion. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another Joint Commission Accredited institution.

Reappointment:

Demonstrated current competence and evidence of the performance of at least 25 ERCP procedures (10 sphincterotomies and stent placements) in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

GENERAL LAPAROSCOPIC SURGERY CRITERIA (INITIAL):

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on animate, didactic course. **OR**
2. Performance of at least 10 cases performed in past 12 months.

SPECIAL PRIVILEGES CRITERIA

DA VINCI ROBOT:

Initial:

Application of a Candidate requesting privileges in da Vinci robotic-assisted surgery must have full and unrestricted privileges in performing the specific privileges (procedures) either by open approach, laparoscopic or endoscopic approach **AND** one of the following criteria must be met for the applicant to utilize the da Vinci surgical robot:

1. Didactic and hands-on experience in a course during an ACGME or AOA residency or fellowship program that

incorporates robotic-assisted surgery into the program. Required documentation includes a letter from the training director attesting to experience and a log of ten cases performed as the primary operator.

2. If the surgeon is credentialed for robotic privileges at another facility then a letter from the department chair attesting that the surgeon has privileges and is deemed competent (as a result of quality monitoring) and documentation of (5) five cases, to include operative reports or dictation reports, performed as the primary operator in the previous 12 months.
3. Certificate of da Vinci Robotic training (to include the type of training) and delineation of training experience from Intuitive Surgical AND the first (5) five cases must have a proctor present (to be assigned by the Department Chief or Vice Chief) to be completed within the first (6) six months from the time privilege being granted. Additional monitoring may be requested by the Chief or Section Chief of the Department or the Credentials Committee.

Reappointment:

The physician must provide documentation to include operative reports or dictation indicating the physician has performed at least (10) ten cases in the previous 24 months and outcomes have been successful.

Exclusions to this requirement can be made at the Surgery Committee's discretion for unique and needed specialties and will be reviewed and approved by the, Robotic Chairperson, Surgery Committee and Medical Executive Committee at each application for reappointment.

BARIATRIC SURGERY CRITERIA

Initial:

A. Track One – Fellowship Track

1. Successful completion of Minimally-Invasive Bariatric Surgery Fellowship **AND**
2. Performance of 12 successful cases in the past 12 months **OR** a letter from the Program Director indicating competence in bariatric surgery **AND**
3. Must have Advanced Laparoscopic surgery privileges.

B. Track Two – Non-Fellowship Track

1. Successful completion of a Minimally-Invasive Bariatric Surgery course that offers Category I CME credits and is approved by the Medical Directory of Bariatrics and the Chief of Surgery **AND**
2. Must have performed a lifetime 125 bariatric cases as primary surgeon, with at least 12 cases within the past 12 month; **or** proctorship of 12 laparoscopic bariatric cases by the Chief of Bariatric Surgery or a bariatric surgeon approved by the Chief of Surgery **AND**
3. Must have Advanced Laparoscopic surgery privileges.

Reappointment:

At the time of Reappointment, physician must provide:

1. 10 CME hours in Bariatric Surgery **AND**
2. 10 cases that have been performed in the previous reappointment period (primary and assistant cases).

LAPAROSCOPIC ADJUSTABLE GASTRIC BAND SURGERY CRITERIA

Initial:

At the time of Initial Application, the physician must provide:

1. Documentation of participation in a sponsored or authorized comprehensive workshop.
2. Must have privileges to perform Advanced Laparoscopic Bariatric Surgery.
3. Documentation of successful outcomes of at least 15 Laparoscopic adjustable gastric band surgery procedures in the past 12 months.
4. Must provide 10 CME hours in Laparoscopic Adjustable Gastric Band Surgery at the time requesting privilege.

Reappointment:

At the time of reappointment, physician must provide:

1. 10 CME hours in Laparoscopic Adjustable Gastric Band Surgery **AND**
2. 10 cases that have been performed in the previous reappointment period (primary and assistant cases).

ELECTIVE VASCULAR CRITERIA

Initial:

At the time of Initial Application, the physician must provide:

1. Vascular Surgery Certified, **OR**
2. Completion of a vascular fellowship or residency **OR**
3. Completion of a Transplant Fellowship with vascular **OR**
4. A letter from residency program director attesting to satisfactory completion of vascular program
5. Documentation of fifty (50) cases within the previous 12 months.

Reappointment:

1. Documentation of 10 cases within the previous 24 months.

CRITERIA FOR ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM

Initial:

At the time of Initial Application, the physician must provide:

A. PHYSICIANS ELIGIBLE TO APPLY

Cardiovascular or Vascular Surgeons

Diagnostic Radiologists with Interventional Privileges

Cardiologists with Interventional Privileges

B. TRAINING REQUIREMENTS

Track One – Fellowship Track

1. Documentation of formal Endovascular Fellowship training; **AND**
2. Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing endovascular prosthesis for repair of aortic aneurysm independently and safely, **AND**
3. List of appropriate procedures done in fellowship provided to Medical Staff Office including a statement of patient outcomes including morbidity and mortality events.

Track Two – Non-Fellowship Track

1. Provide documentation of satisfactory participation at a “device-specific” hands on course; and
2. Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; and
3. Complete proctorship of the first 10 Endovascular prosthesis for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Physicians who have successfully completed 10 proctored cases may then proctor other physicians requesting these privileges.

PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY

Initial:

1. PHYSICIANS ELIGIBLE TO APPLY
 - a. Cardiovascular or Vascular Surgeons
 - b. Diagnostic Radiologists with Interventional Privileges
 - c. Cardiologists with Interventional Privileges

2. TRAINING REQUIREMENTS

Track One – Fellowship Track

- a. Documentation of formal Endovascular Fellowship training; **and**
- b. Letter of recommendation from the Fellowship Program director stating the applicant physician is adequately trained and should be capable of performing Peripheral Angioplasty and Stent Placement independently and safely; **and**
- c. List of appropriate procedures done in fellowship provided to Medical Staff Office, including a statement of patient outcomes including morbidity and mortality events; **and**
- d. Successfully complete proctorship of the first 5 cases of peripheral endovascular stent placement and first 5

cases of peripheral angioplasty in the last 12 months.

Tract Two – Non-Fellowship Track

- a. Provide documentation of successful completion of one “hands-on” peripheral vascular course in each stenting and angioplasty method; **and**
- b. Privileges under proctorship (Interim Privileges) will be granted upon approval by the Credentials Committee for the first 5 cases; **and**
- c. Complete proctorship of the first 5 peripheral endovascular stent placement cases and first 5 peripheral angioplasty cases performed at UMC. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Physicians who have successfully completed the 5 proctored cases may then proctor other physicians requesting these privileges.

LASER SURGERY

Documentation of training for each laser privilege requested and documentation of proctorship of cases provided by Vendor.

SPY GLASS

Documentation of training.

ELECTROHYDROLIC LITHOTRIPSY

Documentation of training.

CRITERIA FOR MODERATE AND DEEP SEDATION PRIVILEGES:

CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege **AND**
2. Physician must provide:
 - a. Maintain current ACLS*, ALS* or ATLS, or NRP, or PALS (as appropriate to patient population); **OR**
 - b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; **AND**
3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful **AND**
4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, www.umcsn.com and is required on initial request of privileges only **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*ACLS – Accepted by American Heart Association *OR*

*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation **AND**
2. Be an attending physician in the field of Emergency Medicine, Trauma, or Critical Care Medicine **AND**
3. At Initial request the physician must provide:
 - a. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:

- a. Documentation of five (5) intubations or supervised intubations in the past 24 months **OR**
- b. Documentation of completion of a high fidelity simulation of airway management course approved by the Critical Care Committee completed within the past 24 months.

Residents and all other learners performing intubations are required to have a privileged attending physician that is credentialed with deep sedation/intubation present with direct supervision at all times.

Department Chiefs with consultation and approval of the Chair of Critical Care Committee, can require additional education, training or demonstration of competency.

Other Specialties, not included above, can request and be approved for Deep Sedation/Intubation privileges upon approval of the Critical Care Committee.

Pediatric Deep Sedation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation AND
2. Documentation of five (5) intubations in the last 24 months or supervised intubations in the past 24 months
3. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Neonatology, or, Critical Care.
4. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

CYSTOSCOPY

Initial

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on animate, didactic course; **OR**
2. Performance of at least 10 cases performed in past 12 months.

HOSPICE & PALLIATIVE CARE

Minimum Formal Training/Experience: Successful completion of an ACGME or AOA accredited residency in internal medicine, anesthesiology, emergency medicine, family medicine, OB/GYN, Physical Medicine and rehabilitation, psychiatry and neurology, radiology, or surgery and:

- Board Certified in Hospice and Palliative Care Medicine as per the relevant specialty **OR**
- Completion of ACGME residency in primary specialty and Certificate of Added Qualification **OR**
- Completion of ACGME residency in primary specialty and Hospice and Palliative Medicine Fellowship **OR**
- Completion of ACGME residency in primary specialty and equivalent practice experience by providing 50 patient cases in the previous 24 months **OR**
- American Board of Hospice and Palliative Medicine Board Certificates.

Special Privileges in hospice and palliative medicine: Admit, evaluate, diagnose, and provide primary care or consultative services to all patients with life- threatening illness or serious chronic illness who require, or may require, specialist-level palliative care services. May provide care to patients in the intensive care setting in conformance with unit policies. Assess, stabilize, and determine disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services. Core privileges include but are limited to:

- Perform history and physical exam
- Assess pertinent diagnostic studies
- Direct treatment and forming a treatment plan
- Manage common co morbidities and complications and neuropsychiatric co morbidities
- Manage palliative care emergencies (e.g. spinal cord compression, suicidal ideation)
- Manage psychological, social, and spiritual issues of palliative care patients and their families
- Symptoms management, including patient and family education, psychological and spiritual support, and appropriate referrals for other modalities, such as invasive procedures.
- Provision of appropriate advanced symptom control techniques, such as parental infusion techniques.
- Perform pain-relieving procedures, and/or administration and management of palliative sedation

- Manage symptoms, including various pharmacologic and non-pharmacologic modalities and pharmacodynamics of commonly used agents

CRITERIA FOR PERFORMING TOTAL PARENTERAL NUTRITION (TPN):

Initial

One of the following criteria must be met for an applicant to perform Total Parenteral Nutrition (TPN):

- Documentation of Total Parenteral Nutrition (TPN) training.
- Documentation of completion of CME in Total Parenteral Nutrition (TPN).
- Documentation of certification in specialized nutrition support.
- Documentation of previous experience by providing 5 cases in the past two years.

ADVANCED LAPAROSCOPIC SURGERY CRITERIA

Initial

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on animate, didactic course.
2. Performance of at least 10 cases performed in past 12 months.

Reappointment:

At the time of reappointment, physician must provide 5 cases that have been performed in the previous reappointment period.

TRANSORAL INCISIONLESS FUNDOPLICATION (TIF)

Initial

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on training course by vendor.
2. Demonstrated current competence and evidence of the performance of 5 TIF procedures in the past 24 months based on results of ongoing professional practice evaluation and outcomes or first 2 cases proctored by a physician experienced in the procedure.

Reappointment:

1. Demonstrated current competence and evidence of performance of 5 TIF procedures in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

It is the expectation of the Medical Staff and Board of Trustees of University Medical Center (UMC) that all anesthesia providers and non-anesthesia providers who provide anesthesia or sedation to UMC's patients consistently follow the below- listed standards:

Pre-Anesthesia Assessment:

- All patients will receive a pre anesthesia assessment by an appropriately qualified and privileged provider.
- The assessments will be documented on the same day and time the assessments are completed.

The pre anesthesia assessment must contain:

- A notation of anesthesia risk (ASA)
- Anesthesia, drug and allergy history
- Any potential anesthesia problems identified
- Patient's condition prior to induction of anesthesia
- Airway Management

Post-Anesthesia Assessment:

- All patients will receive a post anesthesia assessment by an appropriately qualified and privileged provider
- The post assessment will be completed and documented within 48 hours of completion of surgery or the procedure requiring anesthesia/sedation

These requirements apply to all deep sedation and anesthesia (general, regional, MAC)

The post anesthesia assessment must contain:

- Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- Cardiovascular function, including pulse rate and blood pressure
- Mental status
- Temperature
- Pain
- Nausea and vomiting
- Postoperative hydration
- Patient Participation

Medication Management:

All medication containers or syringes are labeled when not immediately administered to the patient. An immediately administered medication is one administered to the patient without **ANY** break in the process.

I hereby acknowledge that I have read and understand my responsibilities as a member of the UMC's medical staff for providing anesthesia/sedation care as outlined above. I also understand that failure to comply with these requirements may result in disciplinary action as provided for in the Medical and Dental Staff Bylaws, Rules and Regulations and Hospital Policies.

Physician Signature

Date

Physician Name Typed or Printed Legibly

*Sources: US Department of Health and Human Services
Center of Medicare & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services- Title 42 §482.52
"Practice Guidelines for Postanesthetic Care"
Anesthesiology, Vol 96, No3, March 2002
*2011 Comprehensive Accreditation Manual for Hospitals
Provision of Care, Treatment and services, PC. 03.01.07, EP 7
Medication Management MM 05.02.09 EP 1
CMS 42CFR 482.52(b)(3)*

*MEC: July 26, 2011, April 24, 2012
BOT August 16, 2011, May 15, 2012*

DRAFT

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF MEDICINE DELINEATION OF PRIVILEGES



PHYSICIAN NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

PRIVILEGES EFFECTIVE FROM: _____ TO: _____

PRIVILEGES IN MEDICINE

The establishment of privileges and procedures in the Department of Medicine shall be in accordance with the Bylaws of the Medical and Dental staff. Physicians in the Department of Medicine have privileges to admit, treat and consult on adult patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center of Southern Nevada.

ELIGIBILITY CRITERIA: To be eligible to request clinical privileges in the Medicine Department, the applicant must meet the following minimum criteria:

BASIC EDUCATION: M.D. or D.O.

MINIMUM TRAINING: Completion of Internal Medicine residency approved by the Accreditation Council for Graduate Medical Education; AND

Board Certification or active candidate for Board Certification status in Internal Medicine and certification within five (5) years of becoming eligible AND must continue to meet MOC requirements as defined and required by the American Board of Internal Medicine (ABIM) or American Osteopathic Board (AOA) or National Board of Physicians and Surgeons (for re-certification) (NBPS) AND Successful re-certification within two (2) years of expiration of certificate.

Physicians on staff prior to October 1, 2022 who are not Board certified OR Board eligible must provide proof of joining and completing a Board certification pathway in the next two (2) years. Upon successful completion of pathway, the physician must be Board certified within two (2) years.

AND

Documented experience in the treatment of major, and/or complicated illnesses or performance of procedures that do carry a significant threat to life.

EXPERIENCE: Physicians must be able to demonstrate that he or she performed a combination of twenty-four (24) inpatient procedures, treatments, or therapy for privileges requested in the past twenty-four (24) months from an inpatient acute care Joint Commission accredited facility to be able to assess his or her clinical competence; AND Documentation of twenty (20) related Continuing Medical Education (CME) hours at the time of initial appointment or reappointment and modification of privileges from Refer & Follow.

Variety and type of services performed on these twenty-four (24) cases must be reflective of the scope of privileges requested.

Physicians with Ambulatory Medicine (UMCSN Outpatient Services only) Privileges must provide a combination of twenty-four (24) outpatient procedures, treatments or therapy for privileges requested in the past twenty-four (24) months from an UMCSN outpatient clinic.

****PLEASE NOTE THAT ALL CASES REQUIRED IN THIS DOP MUST BE FROM AN INPATIENT ACUTE CARE JOINT COMMISSIONED ACCREDITED FACILITY UNLESS SPECIFICALLY NOTED IN SUBSPECIALTY; ACTIVE MILITARY ROTATING THROUGH UMC IS EXEMPT****

For Medical Directors Use Only (Please check box): <input type="checkbox"/>	
Qualifications:	<ul style="list-style-type: none"> • Active member of the Medical and Dental Staff in good standing. • Maintain approved privileges for respective specialty. • Pulmonary Disease Boarded and in active Pulmonary practice at UMC.

CORE MEDICINE PRIVILEGES

The following categories **DO NOT** entitle the physician to **CORE** or Special Privileges. Please **READ THE DESCRIPTIONS CAREFULLY** and only check either Refer & Follow **OR CORE** Internal Medicine.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
REFER & FOLLOW: MAY read patients chart; may write notes in patient chart; may talk to patient and patients' caregivers; may consult with Attending Physician; MAY NOT admit patients; may not write orders in patient chart; may not manage patient care; may not function as Sponsor of an Advanced Practice Professionals.			
INTERNAL MEDICINE I hereby request CORE internal medicine privileges, which include the admission, evaluation, diagnosis, and provision of non-surgical treatment including consultation for patients admitted or in need of care, to treat general medical problems. CORE privileges include performance of history and physical exam, abdominal paracentesis, drawing of arterial blood, excision of skin and subcutaneous tumors, nodules, and lesions, incision and drainage of abscesses, IV narcotics, interpretation of EKGs, local anesthetic technique, management of burns, superficial and partial thickness, performance of simple skin biopsy, placement of anterior and posterior nasal hemostatic packing, removal of non-penetrating foreign body from the eye, nose, or ear, other procedures and problems of similar complexity will fall within the CORE privileges.			
AMBULATORY MEDICINE (UMCSN Outpatient Services Only) For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Medicine Delineation of privileges.			
TELEMEDICINE			

CORE PRIVILEGES IN INTERNAL MEDICINE SUBSPECIALTIES

Physicians requesting **SUBSPECIALTY** privileges in the Department of Medicine must be able to demonstrate a level of competence within a given field considered appropriate for a subspecialty and are therefore qualified to act as consultants.

- Minimum Formal Training:** Completion of an accredited Fellowship approved by the Accreditation Council for Graduate Medical Education; AND
- Board Certification or active candidate Board Certification status in an Internal Medicine subspecialty is required and certification within five (5) years of becoming eligible AND must continue to meet MOC requirements.
- Successful re-certification within two (2) years of expiration of certificate;
- An exception to this can be made in extreme circumstances, where patient care may be compromised or rare specialty. This must be approved by the Chief of Medicine, and the Medical Executive Committee; AND
- Experience:** Documentation of twenty (20) subspecialty related Continuing Medical Education (CME) hours at the time of reappointment.
- Demonstrate that he or she has performed or supervised any combination of twenty-four (24) inpatient procedures, treatments, or therapy for subspecialty privileges requested. Cases must be within the past twenty-four (24) months and submitted from an inpatient acute care Joint Commission accredited facility to be able to assess his or her current clinical competence at the time of initial application and reappointment.
- Variety and type of services performed on these twenty-four (24) cases must be reflective of the scope of privileges requested.

To be eligible to request **SUBSPECIALTY** clinical privileges, the applicant must meet the minimum criteria for privileges in the Department of Internal Medicine, as well as, CORE Internal Medicine privileges.

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<u>Allergy & Immunology</u> I hereby request CORE allergy & immunology privileges, which include the ability to admit, evaluate, diagnose, consult and provide non-surgical therapy and treatment to patients who present with conditions or disorders involving the immune system. CORE privileges include drug desensitization procedures, skin testing for allergies to drugs, diseases associated with autoimmune responses & respiratory tract. Other agents and other procedures and problems of similar complexity will fall within the CORE privileges.			

<p><u>Cardiovascular General Core</u> Cardiovascular General Core privileges include the ability to admit, evaluate, diagnose, treat and provide consultations to patients presenting with diseases of the heart, lungs, and blood vessels. Cardiologists also manage complex cardiac conditions. Practitioners may provide care to patients in the intensive care setting in conformance with unit policies. Privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Non-invasive procedures include the following: Electrical Cardioversion, Echocardiograph (Transthoracic, 2D, Doppler, and color flow; ECG, Stress test) Right Heart Catheterization (Swan Ganz), Tilt Table Testing. Core privileges are a representation of the types of procedures that can be performed and not all inclusive.</p>			
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<p><u>Invasive Cardiology Core</u> Core privileges in invasive cardiology include the ability to admit, evaluate, diagnose, treat, and provide consultation to patients presenting with diseases of the heart, lungs, and blood vessels. Cardiologists also manage complex cardiac conditions. Practitioners may provide care to patients in the intensive care setting in conformance with unit policies. Privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Invasive privileges include Cardiology General Core privileges and the following: Arteriography/Angiogram/Venograms (coronary and peripheral excluding carotid, Intra-Aortic Balloon Pump, Pericardiocentesis, Temporary Cardiac Pacemaker, Left Heart catheterization and TEE Core privileges are a representation of the types of procedures that can be performed and not all inclusive.</p>	<p>Must have CORE Cardiovascular Disease Privileges</p>		
<p><u>Interventional Cardiology Core</u> Interventional Cardiology Core privileges include the ability to admit, evaluate, diagnose, treat and provide consultations to patients presenting with diseases of the heart, lungs, and blood vessels. Cardiologists also manage complex cardiac conditions. Practitioners may provide care to patients in the intensive care setting in conformance with unit policies. Privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Interventional Cardiology Core privileges include: Cardiology General Core privileges, Invasive Cardiology Core privileges and the following: Percutaneous Coronary Intervention, Intravascular Ultrasound, Intracoronary mechanical thrombectomy, IVUS/FFR (intravascular ultrasound/fractional flow reserve), Performance of balloon angioplasty, stents and other commonly used interventional devices, CTO (Total Coronary Occlusions Procedures), Intracoronary infusion of pharmacological agents, including thrombolytics and TEE. Core privileges are a representation of the types of procedures that can be performed and not all inclusive.</p> <p><u>*Special privileges in Interventional Cardiology are listed in the following pages of the DOP*</u></p>	<p>Must have CORE Cardiovascular Disease and Core Invasive Cardiology Privileges</p>		

<p><u>Clinical Cardiac Electrophysiology (EP) Core</u></p> <p>Clinical Cardiac Electrophysiology Core privileges include the ability to admit, evaluate, diagnose, treat and provide consultations to patients presenting with diseases of the heart, lungs, and blood vessels. Cardiologists also manage complex cardiac conditions. Practitioners may provide care to patients in the intensive care setting in conformance with unit policies. Privileges also include the ability to assess, stabilize, and determine the disposition of patients with emergent conditions. Clinical Cardiac Electrophysiology Core privileges include the following: Cardiology General Core Privileges, and the following: Interpretation of activation sequence mapping recordings and invasive intracardiac electrophysiological studies, including endocardial electrogram recording and imaging studies, Performance of therapeutic catheter ablation procedures, Signal Averaged EKG Interpretation, Insertion and management of CEIDs, including IDCs pacemakers (including single/dual chamber and biventricular), CRTs, implantable/injectable loop recorders and implantable monitors, Pacemaker programming/reprogramming and interrogation, and Transvenous lead extraction. Core privileges are a representation of the types of procedures that can be performed and not all inclusive.</p>	<p>Must have CORE Cardiovascular Disease Privileges</p>		
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<p><u>Dermatology</u></p> <p>I hereby request CORE dermatology privileges, which include the ability to admit, evaluate, diagnose, and provide treatment or consultative services to patients presenting with dermatological disease. CORE privileges include the following: Skin Biopsy, Other procedures and problems of similar complexity will fall within the CORE privileges.</p>			
<p><u>Endocrinology</u></p> <p>I hereby request CORE Endocrinology privileges, which include admission, work up, diagnosis of, and consultation of patients presenting with injuries or disorders of the internal (endocrine) glands, such as the thyroid and adrenal glands. Core privileges also include management of disorders such as diabetes, metabolic and nutritional disorders, obesity, pituitary diseases, and menstrual and sexual problems, and may include providing care to patients in the intensive care setting in conformance with unit policies. Endocrinologists may assess, stabilize, and determine disposition of patients with emergent conditions. The core privileges in this specialty includes the following procedures list and such other procedures that are extensions of the same techniques and skills. This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform and inherent activities/procedures/privileges requiring similar skill sets and techniques. Performance of history and physical exam, Interpretation of laboratory studies, including the effects of non-endocrine disorders, Interpretation of hormone assays, Performance and interpretation of stimulation and suppression tests, Performance of fine needle aspiration of the thyroid, Radiologic measurement of bone density and performance of other tests used in the management of osteoporosis and other metabolic bone diseases, Interpretation of radiologic and other imaging studies for diagnosis and treatment of endocrine and metabolic diseases, Radionuclide localization of endocrine tissue, Ultrasonography of the soft tissues of the neck.</p>			

<p><u>Gastroenterology</u></p> <p>I hereby request CORE Gastroenterology privileges, which include admission, work up, diagnosis of, and consultation of patients presenting with illness, injuries, and disorders of the stomach, intestines, and related structures, such as the esophagus, liver, gallbladder, and pancreas. CORE privileges include the following: Colonoscopy with Biopsy, Polypectomy, with Placement of Decompression Tube, Esophagogastroduodenoscopy (EGD) including biopsy, polypectomy, and feeding tube placement, Esophageal Dilation with Non-Pneumatic Dilators, Flexible and Rigid Sigmoidoscopy with Biopsy and Polypectomy, Hemorrhoid Therapy, Hemostasis on Non-Variceal Bleeding with Electrocautery, Injection Therapy, Botulismotoxin injections, Hemostasis of Variceal Bleeding with Injection Therapy and/or Banding, Percutaneous Endoscopic Gastrostomy Tube Placement, Percutaneous Liver Biopsy, Small Bowel Enteroscopy, including Biopsy and Polypectomy, Diagnostic and Therapeutic Paracentesis, Motility Studies, Anorectal, Motility Studies Gastroduodenal Peritoneoscopy with Liver and Peritoneal Biopsy, Physiology Studies, Gastric Analysis, Physiology Studies Pancreatic Function Tests, Endoscopic Laser Therapy, Pneumatic Dilation of Lower Esophageal Sphincter for Achalasia, Enteric Stent Placement (esophagus, colon, small bowel), Wireless Capsule Endoscopy and other procedures and problems of similar complexity.</p> <p><u>EXCLUSION: GASTROENTEROLOGY ERCP & EUS PRIVILEGES CAN BE GIVEN TO ADULT TRAINED GASTROENTEROLOGIST TO PERFORM ERCP ON PEDIATRIC PATIENTS 10 YEARS 364 DAYS AND OLDER. (Pediatric Gastroenterology consultations on these patients are recommended.)</u></p>			
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<p><u>Hematology</u></p> <p>I hereby request CORE hematology privileges that include admission, work up, diagnosis, and provision of treatment or consultative services to patients presenting with illnesses and disorders of the blood and blood-forming tissues. CORE privileges include the following: Coagulation Disorder assessment, Bone marrow aspiration & interpretation, Bone marrow biopsy & interpretation of peripheral blood smear, Fine needle aspiration, Prescribing of chemotherapeutic agents and biological response modifiers through all therapeutic routes, Therapeutic phlebotomy, Therapeutic thoracentesis and paracentesis, Plasmapheresis. Other procedures and problems of similar complexity will fall within the CORE privileges.</p>			
<p><u>Hospice & Palliative Care</u></p> <p>I hereby request CORE hospice & palliative care privileges, which include admission, evaluate, diagnose, treat and provide consultation to patients with life-threatening illness or end of life.</p>			
<p><u>Infectious Disease</u></p> <p>I hereby request CORE infectious disease privileges, which include admission, work up, diagnosis, and provision of treatment of or consultative services to patients presenting with infectious diseases. CORE privileges include the following: Aspiration of Superficial Abscess, Incision and Drainage of Superficial Abscess Interpretation of Gram Stain, Management of unusually severe infections, such as tuberculosis meningitis, disseminated tuberculosis systemic mycoses, and unusual infections in the immune-compromised host. Selection of antibiotics in patients with allergies or drug toxicity who have serious infections, Other procedures and problems of similar complexity will fall within the CORE privileges.</p>			

<u>Nephrology</u> I hereby request CORE nephrology privileges, which include admission, evaluate, diagnose, treat and provide consultation to patients presenting with illnesses or disorders of the kidney, high blood pressure, fluid and mineral balance, and dialysis of body wastes when kidneys do not function. CORE privileges include Management of Arteriovenous Shunts, Dialysis Catheter Insertion – Femoral, Subclavian, Internal Jugular, Hemodialysis, Immunosuppression: Transplantation/Non-Transplant Patients, Peritoneal Dialysis, Placement of Temporary Vascular Access, Plasmapheresis, Renal Biopsy, Acute and chronic hemodialysis, continuous renal replacement therapy, image-guided techniques as an adjunct to privileged procedures, percutaneous biopsy of both autologous and transplanted kidneys, peritoneal dialysis, placement of temporary vascular access for hemodialysis, hemoperfusion or related procedures and problems of similar complexity will fall within the CORE privileges.			
<u>Neurology</u> I hereby request CORE neurology privileges, which include diagnosis and treatment of diseases of the nervous system, including spinal taps, EEG, lumbar punctures. Other procedures and problems of similar complexity will fall within the CORE privileges.			
<u>Oncology</u> I hereby request CORE oncology privileges, which include admission, work up, diagnosis, and provision of treatment or consultative services to patients presenting with malignant tumors. CORE privileges include the following: Bone marrow aspiration and biopsy, Fine needle aspiration, Insertion, management and maintenance of indwelling venous access catheters, Prescribing chemotherapeutic agents and biological response modifiers through all therapeutic routes, Therapeutic thoracentesis and paracentesis, Other procedures and problems of similar complexity will fall within the CORE privileges.			
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<u>Physical Medicine and Rehabilitation</u> I hereby request CORE physical medicine and rehabilitation privileges, which include the admission and consultative services to patients presenting with deterioration of function as result of neurological, traumatic or other organ systems conditions CORE privileges include the following: Trigger point injection, Nerve Conduction Study/Needle EMG, Somato-Sensory Evoked Potential Other procedures and problems of complexity will fall within the CORE privileges.	CASES MAY BE SUBMITTED FROM A JOINT COMMISSIONED ACCREDITED FACILITY		

<p><u>Pulmonary Medicine</u></p> <p>I hereby request CORE pulmonary medicine privileges, which include admission, evaluate diagnosis and provision of treatment, or consultative services, to patients presenting with pulmonary conditions. Core privileges include Airway management, CPAP, Diagnostic and therapeutic procedures, including thoracentesis, endotracheal intubation, and related procedures, Emergency cardioversion, Examination and interpretation of sputum, bronchopulmonary secretions, pleural fluid, and lung tissue, Flexible fiber-optic bronchoscopy procedures, Inhalation challenge studies, Insertion of arterial, central venous, and pulmonary artery balloon flotation catheters, Management of pneumothorax (needle insertion and drainage system), Operation of hemodynamic bedside monitoring systems, Performance of history and physical exam, Pulmonary function tests to assess respiratory mechanics and gas exchange, including spirometry, flow volume studies, lung volumes, diffusing capacity, arterial blood gas analysis, and exercise studies, Thoracostomy tube insertion and drainage, including chest tubes, Use of positive pressure ventilatory modes, including: Ventilatory support, including bilevel positive airway pressure, Weaning and respiratory care techniques, Maintenance and withdrawal of mechanical ventilatory support, Use of reservoir masks and CPAP masks for delivery of supplemental oxygen, humidifiers, nebulizers, incentive spirometry, Interpretation of cardiopulmonary progressive exercise evaluation, and Interpretation of pulmonary function testing.</p>			
<p><u>Critical Care Pulmonary Medicine</u></p> <p>I hereby request CORE critical care medicine privileges, which include admission, evaluate diagnosis and provision of treatment, or consultative services, to patients presenting with critical care pulmonary conditions, injuries, and diseases of the organs of the thorax or chest, including the lungs, cardiovascular and tracheobronchial systems, esophagus and other mediastinal contents, diaphragm and circulatory system, to those with respiratory sleep disorders, and to those in need of critical care. CORE privileges may include the following high-risk, high volume, problem prone procedures, which are commonly performed by the Intensivists in the critically ill patient: Hospice and Palliative Care, Administration of neuromuscular blocking drugs to patients who are intubated and mechanically ventilated in an intensive care unit, Calibration and operation of hemodynamic recording systems, Endotracheal intubation and airway maintenance, including fiberoptic bronchoscopy, Plasmapheresis, Interpretation of cardiopulmonary progressive exercise evaluation, Interpretation of pulmonary function testing, Interpretation of Bedside Metabolic Studies for Nutritional Support, Placement of arterial, central venous, and pulmonary artery flotation catheters, Thoracentesis, Ventilator management, Other procedures and problems of similar complexity will fall within the CORE privileges.</p>	<p>Exclusive Contracts exist between the hospital and a third party for the provision of services covered in these groups. While applicant may meet the qualifications in this specialty those privileges cannot be exercised in the hospital unless the applicant is a party to the exclusive contract.</p>		

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<u>Psychiatry</u> I hereby request CORE Psychiatry privileges, which include the ability to admit, evaluate, diagnose and provide treatment for inpatient, outpatient, and consultative settings to individuals who suffer from mental, behavioral, or emotional disorders. CORE privileges include the following: Provide counseling for individuals, groups, and families; Screen, diagnose and manage patients for addiction, intoxication, and withdrawal; Provide brief intervention, addiction counseling, and medication management for patients with substance-related disorders; Manage psychiatric complications and screen, diagnose, and refer patients for dual diagnoses; Provide short and longer term psychotherapy, psychodynamic therapy and the concurrent use of medications and psychotherapy. Other procedures and problems of similar complexity will fall within the CORE privileges.			
<u>Rheumatology</u> I hereby request CORE Rheumatology privileges, which include admission, evaluate, diagnose, treat and provide consultation services to patients with diseases of the joints, muscles, bones and tendons. CORE privileges include the following privileges Diagnostic aspiration of synovial fluid from diarthrodial joints, bursae, and tenosynovial structures, Therapeutic injection of diarthrodial joints, bursae, tenosynovial structures and entheses, performance or interpretation of: Biopsies of tissues relevant to diagnosis of rheumatic diseases, bone and joint imaging, bone density measurements, Electromyograms, nerve conduction studies and muscle/nerve biopsy and therapeutic injections. Other procedures and problems of similar complexity will fall within the CORE privileges.			

SPECIAL PRIVILEGES

SPECIAL PRIVILEGES are defined as high risk, problem prone, or new technology and not routinely part of general privileges. Privileging for the following procedures requires documentation of ongoing experience and expertise or recent training with independent assessment of competence.

ELIGIBILITY CRITERIA: To be eligible to request **SPECIAL** clinical privileges, the applicant must meet the minimum criteria for CORE privileges in the Department of Medicine or subspecialty privileges in their field in addition to the following:

SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Deep Sedation	SEE SEDATION CRITERIA		
Moderate Sedation	SEE SEDATION CRITERIA		
Adult Extracorporeal Membrane Oxygenation (ECMO) Management	CRITICAL CARE INTENSIVISTS ONLY SEE ADDITIONAL ATTACHED CRITERIA		
Adult Extracorporeal Membrane Oxygenation (ECMO) Cannulating	CRITICAL CARE INTENSIVISTS ONLY SEE ADDITIONAL ATTACHED CRITERIA		
Total Parenteral Nutrition (TPN)	SEE ATTACHED CRITERIA		

CARDIOVASCULAR DISEASE SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Permanent Pacemaker Insertion	10 cases initially and at reappointment		
Leadless Pacemaker	10 cases initially and at reappointment		
Myocardial Biopsy	10 cases initially and at reappointment		
Percutaneous ASD/PFO Closure	Documentation of successful completion in a training course in the ASD or PFO device and Documentation of previous experience by providing 10 cases in the past 24 months.		
Transcatheter Aortic Valve Replacement (TAVR)	SEE ATTACHED CRITERIA		
Endovascular Prosthesis for Repair of Aortic Aneurysm (AAA)	SEE ATTACHED CRITERIA		
Left Ventricular Assist Device (LVAD)\Impella	SEE ATTACHED CRITERIA		
Peripheral Angiography and Intervention --Peripheral Atherectomy	SEE ATTACHED CRITERIA		
Peripheral Endovascular Stent Placement & Peripheral Angioplasty	SEE ATTACHED CRITERIA		
Peripheral Vascular Transluminal Angioplasty	SEE ATTACHED CRITERIA		
LAAO (Left Atrial Appendage Occlusion)	EP/Interventional Cardiologist only and 25 cases in past 24 months at initial and reappointment		
TMVR/r Transcatheter Mitral Repair (r)	SEE ATTACHED CRITERIA		
TMVR/R (Transcatheter Mitral Replacement(R))	SEE ATTACHED CRITERIA		
Percutaneous Transluminal Angioplasty/Stent Placement (PTA-Peripheral/Atherectomy/Thrombectomy)	SEE ATTACHED CRITERIA		
Percutaneous Coronary Artherectomy	SEE ATTACHED CRITERIA		
Aortic Valvuoplasty	SEE ATTACHED CRITERIA		
ENDOCRINOLOGY & METABOLIC DISEASES SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Continuous Subcutaneous Insulin Administration w/Insulin Pump	SEE ATTACHED CRITERIA		
GASTROENTEROLOGY SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Endoscopic Retrograde Cholangiopancreatography (ERCP) – Diagnostic, Therapeutic, including Sphincterectomy, Stent Placement, Stone Removal, Stricture Dilation, and Spyglass	SEE ATTACHED CRITERIA		
Endoscopic Ultrasound	SEE ATTACHED CRITERIA		

RFA (BARRX) for Ablation of Barrett's Esophagus	SEE ATTACHED CRITERIA		
Transoral Incisionless Fundoplication (TIF)	SEE ATTACHED CRITERIA		
INTERNAL MEDICINE SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Cardioversion-Emergent (Electrical and Pharmaceutical)	Must have ACLS		
Lumbar Puncture	5 Cases at initial and reappointment		
Thoracentesis	5 Cases at initial and reappointment		
NEUROLOGY PHYSICAL MEDICINE & REHABILITATION	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
<u>Neurophysiological Monitoring</u> which include independent monitoring of a variety of surgical procedures (neurosurgery) in which neural structure are at risk. Provide medical supervision and clinical interpretation of intraoperative monitoring and neuro-diagnostic testing, procedures in real time and post-surgery to evaluate status of the patient's neural structure to avoid potential function loss.	SEE ATTACHED CRITERIA		
<u>Interventional Pain Management</u> Admit and/or consult patient with chronic pain related issues. Perform the following diagnostic or therapeutic procedures: cervical, thoracic, and lumbar epidural injections, discography, sympathetic and intercostals nerve blocks, epidurolysis, major joint injections.	Physical Medicine Specialist only and Documentation of at least 50 interventional pain management procedures within the past 24 months		
Percutaneous vertebroplasty/kyphoplasty	Physical Medicine Specialist only and 10 cases initially and reappointment		
Nerve Conduction Study/Needle EMG	Physical Medicine Specialist only and 10 cases initially and reappointment		
Botulismotoxin Injections	Neurology Specialist only and 10 cases initially and reappointment		
Evoked Potentials	Neurology Specialist only and 10 cases initially and reappointment		
Sleep Studies	Neurology Specialist only and 10 cases initially and reappointment		
Plasmapheresis	Neurology Specialist only and 10 cases initially and reappointment		
Nerve Conduction Time	Neurology Specialist only and 10 cases initially and reappointment		
EMG	10 cases initially and reappointment		
Nerve Conduction Time	10 cases initially and reappointment		
Auditory Brainstem Response (ABR)	10 cases initially and reappointment		
Cortical Mapping (CM)	10 cases initially and reappointment		
Sensory Cortical Mapping Phase Reversal	10 cases initially and reappointment		
Dermatomal Somatosensory Evoked Potentials (DSEP)	10 cases initially and reappointment		

Descending Neurogenic Evoked Potentials (DNEP)	10 cases initially and reappointment		
Spinal Nerve Electromyography (EMG)	10 cases initially and reappointment		
Pedical Screw Testing	10 cases initially and reappointment		
Cranial Nerve Electromyography (EMG)	10 cases initially and reappointment		
Spinal Reflex	10 cases initially and reappointment		
H-Reflex and F-Response	10 cases initially and reappointment		
Peripheral Nerve Monitoring (Nerve Action Potentials – NAP)	10 cases initially and reappointment		
Somatosensory Evoked Potentials (SSEP)	10 cases initially and reappointment		
Transcranial Motor Evoked Potentials (TCMEP)	10 cases initially and reappointment		
Visual Evoked Potentials (VEP)	10 cases initially and reappointment		
CRITICAL CARE PULMONARY SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Bronchial Stents	SEE ATTACHED CRITERIA		
Laser Bronchoscopy	SEE ATTACHED CRITERIA		
Tube Thoracostomy	5 cases initially and reappointment		
Rigid bronchoscopy	SEE ATTACHED CRITERIA		
Endobronchial ultrasound-guided transbronchial needle aspiration (EBUS TBNA radial or convex probe)	SEE ATTACHED CRITERIA		
Endoluminal ablative therapy (electrocautery, argon plasma coagulation, cryotherapy, brachytherapy, photodynamic therapy)	SEE ATTACHED CRITERIA		
Percutaneous dilational tracheotomy	SEE ATTACHED CRITERIA		
Transtracheal oxygen catheter placement	SEE ATTACHED CRITERIA		
Fiducial Marker Placement	5 cases initially and reappointment		
Electromagnetic Navigation Bronchoscopy	SEE ATTACHED CRITERIA		
Medical Thoracoscopy/Pleuroscopy	SEE ATTACHED CRITERIA		
Endobronchial Valves	SEE ATTACHED CRITERIA		
Robotic Bronchoscopy	SEE ATTACHED CRITERIA		
Pleural Biopsy Closed	10 cases initially and at reappointment		
Supervision and Interpretation of Sleep Studies	10 cases initially and at reappointment		
Therapeutic Whole Lung Lavage	10 cases initially and at reappointment		

Sheldon Catheter Insertion	10 cases initially and at reappointment		
Transthoracic Needle Biopsy	10 cases initially and at reappointment		
RHEUMATOLOGY SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Atrhoscropy	5 cases initially and reappointment		
Nail Fold Capillarioscopy	5 cases initially and reappointment		
Plasmapheresis	5 cases initially and reappointment		
Synovial Biopsy	5 cases initially and reappointment		

ACKNOWLEDGEMENT OF PRACTITIONER:

I have requested only those privileges for which by education, training, current experience and demonstrated performance I am qualified to perform and which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Medicine, and I understand that:

- In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.
- Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situations my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

I attest to have obtained and/or attended the required number of continuing medical education (CME) hours as required per the Departments Delineation of Privileges (DOP) related to the clinical privileges I am requesting.

I agree and will be able to provide proof of attendance and program content upon request.

I have attached the supporting documentation required to request these Medicine **CORE** and **SPECIAL PRIVILEGES**.

APPLICANT SIGNATURE

DATE

****MEDICAL STAFF USE ONLY****

I have reviewed the requested clinical privileges and privilege criteria (cases, education, etc.) for the above named applicant and recommend action on the privileges noted above.

Section Chief Signature

Date

Department Chief Signature

Date

Revised: 06/2007 10/2008, 02/2008, 06/2009, 12/2012, 06/2013, 02/2014; 06/2015; 11.2015; 01/2016; 11/2016; 06/2017; 07/2017; 12/2017; 10/2020; 08.2021; 9/2022; 12/2022; 8/2023; 9/2023, 2/2024
Board of Trustees: 7/17/07 11/18/08, 11/28/2012, 01/22/2013, 07/2013, 03/18/2014; 08/18/2015; 12/15/2015; 03/15/2016; 12/20/2016; 07/20/2017; 08/15/2017; 01/16/2018; 10/28/2020; 02/24/2021; 05/26/2021
Governing Board: 08/25/2021; 9/28/2022; 01/28/2023; 8/30/2023; 9/2023, 2/2024

CRITERIA FOR MODERATE AND DEEP SEDATION PRIVILEGES FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege **AND**
2. Physician must provide:
 - a. Maintain current ACLS*, ALS* or ATLS, or NRP, or PALS (as appropriate to patient population); **OR**
 - b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; **AND**
3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful **AND**
4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, www.umcsn.com and is required on initial request of privileges only **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*ACLS – Accepted by American Heart Association **OR**

*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

1. Meet all qualifications for Moderate Sedation **AND**
2. Be an attending physician in the field of Emergency Medicine, Trauma, or Critical Care Medicine **AND**
3. At Initial request the physician must provide:
 - a. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:
 - a. Documentation of five (5) intubations or supervised intubations in the past 24 months **OR**
 - b. Documentation of completion of a high fidelity simulation of airway management course approved by the Critical Care Committee completed within the past 24 months.

Residents and all other learners performing intubations are required to have a privileged attending physician that is credentialed with deep sedation/intubation present with direct supervision at all times.

Department Chiefs with consultation and approval of the Chair of Critical Care Committee, can require additional education, training or demonstration of competency.

Other Specialties, not included above, can request and be approved for Deep Sedation/Intubation privileges upon approval of the Critical Care Committee.

CRITERIA FOR PERFORMING TOTAL PARENTERAL NUTRITION (TPN):

One of the following criteria must be met for an applicant to perform Total Parenteral Nutrition (TPN):

- Documentation of Total Parenteral Nutrition (TPN) training
- Documentation of completion of CME in Total Parenteral Nutrition (TPN)
- Documentation of certification in specialized nutrition support
- Documentation of previous experience by providing 5 cases in the past two years

Adult Extracorporeal Membrane Oxygenation (ECMO) Management

Physicians able to request ECMO Managing privileges:

- Critical Care Intensivists (Medical & Surgical)
- Cardiothoracic Surgeons

Fellowship Trained:

- Fellowship trained in the above specialty to include ECMO Training within the past 24 months and provide 6 ECMO cases

Non-Fellowship Trained:

***Management Training Criteria at Initial Request within the past 24 months (MUST MEET ALL CRITERIA):**

- 6 Hours of ECLS Management Training Lectures
- 4 Hours of ECLS Management Simulations
- 1 Hour of ECLS Circuit Basics
- 3 Hours of ECLS Troubleshooting and Emergencies
- 6 proctored cases by an ECMO credentialed physician at initial request of privilege (must have the signature of approval by a proctoring physician)

Criteria at Reappointment:

- 6 ECMO cases in past 24 months

Adult Extracorporeal Membrane Oxygenation (ECMO) Cannulating

Physicians able to request only ECMO Cannulating privileges:

- Critical Care Intensivists (Medical & Surgical with Cannulation Training)
- Cardiothoracic Surgeons
- Surgeons with Cannulation Training

Fellowship Trained:

- Fellowship trained in the above specialty to include ECMO Cannulation Training and provide 6 ECMO cases in the past 24 months

Non-Fellowship Trained:

Cannulation Training at Initial Request within the past 24 months (MUST MEET ALL CRITERIA):

- 2 Hours ECLS Percutaneous Cannulation Workshops
- 2 Hours of ECLS Cannulation and Initial Stimulation
- 6 proctored cases by a ECMO Cannulation credentialed physician at initial request of privilege (must have the signature of approval by a proctoring physician)

Criteria at Reappointment:

- 6 ECMO Cannulation cases in the past 24 months

SPECIAL CRITERIA FOR INTERVENTIONAL CARDIOLOGY:

CRITERIA FOR TRANSCATHETER AORTIC VALVE REPLACEMENT (TAVR):

This privilege requires a team-approach with both an appropriately credentialed interventional cardiologist and an appropriately credentialed cardiothoracic surgeon participating in the patient care episode.

Initial- Interventional Cardiology fellowship training or completion of a manufacturer sponsored, hands-on training program in this procedure. The first five (5) cases performed by the applicant must be proctored by an appropriately qualified physician preceptor approved by the device manufacturer or documentation of 20 cases performed in the previous 24 months.

- Two (2) cases retrospectively proctored by a member of the medical staff holding this privilege

Reappointment: Documentation of the performance of ten (10) cases in the previous twenty-four months.

CRITERIA FOR PERCUTANEOUS ASD/PFO CLOSURE:

All of the following criteria must be met for an applicant to perform Percutaneous ASD/PFO closure:

- Documentation of successful completion in a training course in the ASD or PFO device
- Documentation of previous experience by providing 10 cases in the past 12 months

CRITERIA FOR ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA):

PHYSICIANS ELIGIBLE TO APPLY

- Cardiovascular or Vascular Surgeons
- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

TRAINING REQUIREMENTS FOR ENDOVASCULAR

Track One – Fellowship Track

- Documentation of formal Endovascular Fellowship training; **AND**
- Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing endovascular prosthesis for repair of aortic aneurysm independently and safely, **AND**
- List of appropriate procedures done in fellowship provided to Medical Staff Office including a statement of patient outcomes including morbidity and mortality events, **AND**
- Has been previously granted Peripheral Angioplasty and Stent Placement privileges at UMC

Track Two – Non-Fellowship Track

- Provide documentation of satisfactory participation at a “device-specific” hands on course; **AND**
- Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; **AND**
- Complete proctorship of the first 10 Endovascular prosthesis for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

Physicians who have successfully completed 10 proctored cases may then proctor other physicians requesting these privileges.

CRITERIA FOR LEFT VENTRICULAR ASSIST DEVICE (LVAD)(Impella):

An applicant must meet all of the criteria in either Track I or Track II to perform LVAD

Track I (applicants without prior LVAD Experience):

- Successful completion of Abiomed-approved Impella training course **AND**
- Must be credentialed to perform Interventional Cardiology privileges **AND**
- Provide evidence of two (2) completed proctored (direct observation) cases, proctored by a member of the Active medical staff who holds LVAD privileges in the past twelve (12) months

Track II (applicants with prior LVAD Experience):

- Interventional Cardiology Fellowship or documentation of experience at another hospital in the past two (2) years **OR**
- Successful completion of Abiomed-approved Impella training course **AND**
- Documentation of at least two (2) LVAD cases as primary operator from fellowship training or in the past twelve (12) months from another hospital
- **Reappointment:** Applicants will maintain LVAD privileges by maintaining Interventional privileges.

CRITERIA FOR PERIPHERAL ANGIOGRAPHY AND INTERVENTION

- Interventional Cardiology Fellowship **AND**
- Letter from Program Director regarding completion of peripheral procedures

CRITERIA FOR PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY:

PHYSICIANS ELIGIBLE TO APPLY:

- Cardiovascular or Vascular Surgeons
- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

Track I (Fellowship):

- Documentation of formal Endovascular Fellowship training and
- Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing Peripheral Angioplasty and Stent Placement independently and safely
- List of appropriate procedures done in fellowship provided to Medical Staff Office, including a statement of patient outcomes including morbidity and mortality events
- Successfully complete proctorship of the first 5 cases of peripheral Endovascular stent placement and first 5 cases of peripheral angioplasty performed at UMC

Track Two (Non-Fellowship):

- Provide documentation of successful completion of one "hands-on" peripheral vascular course in each stenting and angioplasty method; Privileges under proctorship (Interim Privileges) will be granted upon approval by the Credentials Committee for the first 5 cases
- Complete proctorship of the first 5 peripheral endovascular stent placement cases and first 5 peripheral angioplasty cases performed at UMC. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship

Physicians who have successfully completed the ten (10) proctored cases may then proctor other physicians requesting these privileges.

CRITERIA FOR PERIPHERAL VASCULAR TRANSLUMINAL ANGIOPLASTY:

All of the following criteria must be met for an applicant to perform Peripheral Vascular Transluminal Angioplasty:

- Completion of five (5) monitored cases.
- Documentation of CME course completion.

The above criteria are intended to apply to the administration of Total Parenteral Nutrition (TPN) solution and not to placement of indwelling intravenous lines. The privileges for placement of subclavian catheters and other indwelling devices are covered elsewhere.

CRITERIA FOR TMVR/r (TRANSCATHETER MITRAL REPAIR (r))

At Initial Appointment:

- Interventional Cardiologist only
- 20 trans-septal cases and a minimum of 3 proctored cases from an accredited Joint Commissioned facility in the past 24 months

At Reappointment:

5 cases from an accredited Joint Commissioned facility in the past 24 months

CRITERIA FOR TMVR/R (TRANSCATHETER MITRAL REPAIR) (R))

- **At Initial Appointment:** Interventional Cardiologist only
- 20 trans-septal cases and a minimum of 3 proctored cases from an accredited Joint Commissioned facility in the past 24 months

At Reappointment:

5 cases from an accredited Joint Commissioned facility in the past 24 months

CRITERIA FOR PERCUTANEOUS TRANSLUMINAL ANGIOPLASTY/STENT PLACEMENT (PTA-Peripheral/Atherectomy/Thrombectomy)

Interventional Cardiologist with documented training in PTA OR

- 2 Certified CME Classes and 15 inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment and reappointment OR
- 25 inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment and reappointment

CRITERIA FOR AORTIC VALVUOPLASTY

- Interventional Cardiology Fellowship including a letter from the program director attesting that applicant was trained and is competent in this procedure
- Five (5) inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment and reappointment

CRITERIA FOR PERCUTANEOUS CORONARY ARTERECTOMY

- Training course in Rotoblator performance
- Ten (10) inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment
- Maintain Interventional Cardiology Core privileges and submit five (5) inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at reappointment

CRITERIA FOR ENDOCRINOLOGY & METABOLIC DISEASES:

CRITERIA FOR CONTINUOUS SUBCUTANEOUS INSULIN ADMINISTRATION WITH THE INSULIN PUMP:

All of the following criteria must be met for an applicant to be granted privileges to initiate or provide continuous treatment of diabetic patients with continuous subcutaneous insulin administration with the insulin pump, a physician must:

- Document previous experience (Endocrine Fellowship or post-fellowship) in the therapy of at least two patients with the insulin pump, **OR** document attendance at a seminar addressing specifically the theoretical and practical aspects of insulin pump therapy and intensive insulin treatment

CRITERIA FOR GASTROENTEROLOGY SPECIAL PRIVILEGES:

CRITERIA FOR ENDOSCOPIC RETROGRADE CHOLANGIOPANCREATOGRAPHY (ERCP):

All of the following criteria must be met for an applicant to perform Endoscopic Retrograde Cholangiopancreatography (ERCP):

Track One – Fellowship Track:

- Successful completion of an ACGME or AOA accredited program that included training in ERCP of a minimum 200 procedures (40 Sphincteromies and 10 stent placements)

Track Two – Non-Fellowship Track:

- Provide documentation of 150 ERCP procedures within the past 12 months with documented successful outcomes. These cases may be performed at UMC or provided from another Joint Commission Accredited institution. **OR**
- Complete proctorship of the first 200 ERCP procedures with a gastroenterologist credentialed in ERCP and sanctioned by the proctor on completion. These cases must be in the past 12 months with documented

successful outcomes and may be performed at UMC or provided from another Joint Commission Accredited institution. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of at least 50 ERCP procedures (10 sphincterotomies and stent placements) in the past 24 months based on results of ongoing professional practice evaluation and outcomes.
- Documentation of completion of CME related to gastrointestinal endoscopy

CRITERIA FOR ENDOSCOPIC ULTRASOUND:

All of the following criteria must be met for an applicant to perform Endoscopic Ultrasound:

- Demonstrated current competence and evidence of the performance of the following;
 - Mucosal Tumors: 75 cases
 - Submucosal lesions only: 40 cases
 - Mucosal and submucosal lesions: 100 cases
 - Pancreaticobiliary: 75 cases
 - EUS-guided FNA
 - Non-pancreatic: 25 cases
 - Pancreatic: 25 cases

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of 50 procedures in the past 24 months.

CRITERIA FOR RFA (BARRX) FOR ABLATION OF BARRETT'S ESOPHAGUS:

All of the following criteria must be met for an applicant to perform RFA (BARRX) for Ablation of Barrett's Esophagus:

- Documentation of 8 hours of CME that is endorsed by the National or International GI Societies **AND**
- Demonstrated current competence and evidence of the performance 30 cases in the past 24 months **AND**
- Must be able to perform Core Endoscopy Procedures including EGD, push Enteroscopy and Colonoscopy.

CRITERIA FOR TRANSORAL INCISIONLESS FUNDOPLICATION (TIF):

Initial

- Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on training course by vendor.
- Demonstrated current competence and evidence of the performance of 5 TIF procedures in the past 24 months based on results of ongoing professional practice evaluation and outcomes or first 2 cases proctored by a physician experienced in the procedure.

Reappointment:

- Demonstrated current competence and evidence of performance of 5 TIF procedures in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

CRITERIA FOR NEUROPHYSIOLOGICAL MONITORING:

Initial:

Track One:

- Must have completed a successful fellowship training program within the past 24 months

Track Two:

- Documentation of successful completion of an accredited ACGME or AOA residency training program in Neurology **OR** Physical Medicine and Rehabilitation **AND**
- Must have successfully completed an accredited training program in Clinical Neurophysiology **AND**

- Applicants must be able to demonstrate that they have successfully monitored and interpreted 100 cases during the past 12 months

Track Three:

- Documentation of successful completion of an accredited ACGME or AOA residency training program in Neurology **OR** Physical Medicine and Rehabilitation **AND**
- At least three (3) years of experience in neurophysiologic monitoring **AND**
- Primary responsibility for having monitored and interpreted a minimum of 300 surgical procedures **AND**
- Two (2) letters from surgeons attesting to the case experience **AND**
- Twenty (20) hours of Continuing Medical Education (CME) related to Neurophysiological Monitoring within the past 12 months

Reappointment:

- Documentation of 100 monitored and interpreted cases during the past 24 months **AND**
- Twenty (20) hours of Continuing Medical Education (CME) related to Neurophysiological Monitoring within the past 12 months

CRITERIA FOR PULMONARY AND CRITICAL CARE MEDICINE SPECIAL PRIVILEGES:

CRITERIA FOR BRONCHIAL STENTS:

The following criteria must be met for an applicant to perform Bronchial Stents:

- Pre-requisite experience/training in rigid/flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing greater than 10 supervised procedures in the previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS, NRP or PALS (as appropriate to patient population); or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR LASER BRONCHOSCOPY:

The following criteria must be met for an applicant to perform Laser Bronchoscopy:

- Documentation of previous experience by providing greater than 20 procedures in the previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR RIGID BRONCHOSCOPY:

The following criteria must be met for an applicant to perform Rigid Bronchoscopy;

- Pre-requisite experience/training in flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing at least 20 supervised rigid bronchoscopy procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY:

The following Initial criteria must be met for an applicant to perform Electromagnetic Navigation Bronchoscopy:

- Must be credentialed to perform Bronchoscopy **AND**
- ACGME accredited Pulmonary Medicine Fellowship; with one of the following:
 - Documentation of previous experience by providing 10 supervised electromagnetic navigation bronchoscopies in previous 12 months **OR**
 - Documentation of completion of an accredited, hands-on CME course* on electromagnetic navigation bronchoscopy completed within the past 12 months **OR**
 - Certificate of Industry sponsored training from electromagnetic navigation bronchoscopy vendor within the past 12 months **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

Reappointment: At the Time of Reappointment, Physicians must provide:

- Demonstrated current competence and evidence of the performance of 10 procedures in the past 24 months based on results of quality assessment/improvement activities and outcomes.

CRITERIA FOR ENDOBRONCHIAL ULTRASOUND:

The Following criteria must be met for an applicant to perform Endobronchial Ultrasound

- Pulmonary Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 10 supervised endobronchial ultrasound bronchoscopies with transbronchial needle aspiration in previous 12 months **OR**
- Documentation of completion of an accredited, hands-on CME course* on endobronchial ultrasound completed within the past 12 months **OR**
- Certificate of training from endobronchial ultrasound vendor within the past 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

CRITERIA FOR ENDOLUMINAL ABLATIVE THERAPY:

The following criteria must be met for an applicant to perform Endoluminal Ablative Therapy (includes electrocautery, argon plasma coagulation, cryotherapy, brachytherapy, photodynamic therapy, fiducial marker placement)

- Pulmonary Medicine Fellowship **AND**
- Pre-requisite experience/training in rigid/flexible bronchoscopy and endotracheal intubation **AND**
- Documentation of previous experience by providing at least 10 procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR PERCUTANEOUS DILATATIONAL TRACHEOTOMY:

The following criteria must be met for an applicant to perform Percutaneous Dilatational Tracheotomy;

- Pulmonary Medicine and/or Critical Care Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 10 supervised procedures in previous 12 months **OR**
- Documentation of completion of an accredited, hands-on CME course* on percutaneous dilational tracheostomy completed with the past 12 months **OR**
- Certificate of training from percutaneous dilational tracheostomy vendor within the past 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

*Course sponsored by [1] institution with ACGME accredited Interventional Pulmonary Fellowship, [2] American Association of Bronchology and Interventional Pulmonology, or [3] American College of Chest Physicians.

CRITERIA FOR TRANSTRACHEAL OXYGEN CATHETER PLACEMENT:

The following criteria must be met for an applicant to perform Transtracheal Oxygen Catheter Placement;

- Pulmonary Medicine Fellowship **AND**
- Documentation of previous experience by providing at least 5 supervised procedures in previous 12 months **OR**
- Completion of an ACGME accredited Interventional Pulmonary Fellowship **AND**
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR MEDICAL THORACOSCOPY/PLEUROSCOPY:

All of the following criteria must be met.

- AABIP accredited Interventional Pulmonary Fellowship.
OR
- Pulmonary Critical Care Fellowship; with -
 - Documentation of previous experience by providing a minimum of 20 procedures in the previous 12 months
OR
 - Complete proctorship of the first 20 Medical Thoracoscopy/Pleuroscopy cases.
These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or

provided from another institution within the community. Proctor(s) may not have business or family relationship with Physician under proctorship.

AND

- Current ACLS

CRITERIA FOR ENDOBRONCHIAL VALVES:

The following criteria must be met:

- Completion of an AABIP accredited Interventional Pulmonary Fellowship
OR
- Pulmonary Medicine Fellowship
AND
- Must meet the criteria for Tube Thoracostomy
AND
- Documentation of previous experience by providing a minimum of 5 supervised procedures in the previous 12 months
AND
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

CRITERIA FOR ROBOTIC BRONCHOSCOPY

The following criteria must be met:

- AABIP accredited Interventional Pulmonary Fellowship
AND
- Completion of an accredited Intuitive Ion Robotic Bronchoscopy training course
AND
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

OR

- Pulmonary Critical Care Fellowship
AND
- Completion of an accredited Intuitive Ion Robotic Bronchoscopy training course
AND
- Documentation of previous experience by providing a minimum of 10 procedures in previous 12 months
AND
- Complete proctorship of the first 10 Robotic Bronchoscopy cases by an Interventional Pulmonology credentialed physician with the same privilege.
- These cases must be in the past 12 months with documented successful outcomes.
- Proctor(s) may not have business or family relationship with Physician under proctorship.
AND
- ACLS, or ATLS or Successful completion of Airway Management Skills Checklist verified by an Anesthesiologist on UMC's Medical Staff

Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

It is the expectation of the Medical Staff and Board of Trustees of University Medical Center (UMC) that all anesthesia providers and non-anesthesia providers who provide anesthesia or sedation to UMC's patients consistently follow the below- listed standards:

Pre-Anesthesia Assessment:

- E All patients will receive a pre anesthesia assessment by an appropriately qualified and privileged provider.
- E The assessments will be documented on the same day and time the assessments are completed.

The pre anesthesia assessment must contain:

- E A notation of anesthesia risk (ASA)
- E Anesthesia, drug and allergy history
- E Any potential anesthesia problems identified
- E Patient's condition prior to induction of anesthesia
- E Airway Management

Post-Anesthesia Assessment:

- E All patients will receive a post anesthesia assessment by an appropriately qualified and privileged provider
- E The post assessment will be completed and documented within 48 hours of completion of surgery or the procedure requiring anesthesia/sedation
- E These requirements apply to all deep sedation and anesthesia (general, regional, MAC)

The post anesthesia assessment must contain:

- E Respiratory function, including respiratory rate, airway patency, and oxygen saturation
- E Cardiovascular function, including pulse rate and blood pressure
- E Mental status
- E Temperature
- E Pain
- E Nausea and vomiting
- E Postoperative hydration
- E Patient Participation

Medication Management:

- All medication containers or syringes are labeled when not immediately administered to the patient. An immediately administered medication is one administered to the patient without **ANY** break in the process.

I hereby acknowledge that I have read and understand my responsibilities as a member of the UMC's medical staff for providing anesthesia/sedation care as outlined above. I also understand that failure to comply with these requirements may result in disciplinary action as provided for in the Medical Staff Rules and Regulations and Medical Staff Policies.

Physician Signature

Date

Sources: US Department of Health and Human Services
Center of Medicare & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services- Title 42 §482.52
"Practice Guidelines for Postanesthetic Care"
Anesthesiology, Vol 96. No3, March 2002
*2011 Comprehensive Accreditation Manual for Hospitals
Provision of Care, Treatment and services, PC. 03.01.07, EP 7
Medication Management MM 05.02.09 EP 1
CMS 42CFR 482.52(b)(3)

MEC: July 26, 2011, April 24, 2012
BOT August 16, 2011, May 15, 2012stress

DRAFT

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

Issue: HR Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the various HR Policies and Procedures regarding references to Compensation Plans, authority to change various economic and non-economic benefits and practices to non-union represented classifications, time card exception form submission timelines; or take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

UMC is making modest changes to the following HR policies and procedures, effective on or around January 1, 2025:


- **HR Policies:**
 - At-Will Employment
 - Availability To Work
 - Definitions
 - Employee Labor Relations Program
 - Employee Records Program
 - Meal and Rest Periods
 - Performance Review Program
 - Position Classification & Compensation Plans
 - Recording Time Through Electronic Time Clocks
 - Recruitment and Selection Program
- **HR Procedures:**
 - Educational Development Program
 - Employment Eligibility Verification
 - Performance Evaluation Program
 - Requisition for Personnel

These revisions were reviewed by the Governing Board Human Resources and Executive Compensation Committee at their November 18, 2024 special meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

5

	PROCEDURE TITLE: Requisition for Personnel
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
EFFECTIVE DATE: 7/1995	FINAL APPROVAL DATE: 11/2024

PURPOSE

To establish the procedure to request approval of a vacant position to be filled by Human Resources.

ORGANIZATIONS AFFECTED:

All departments

PROCEDURES

- A. A department head intending to fill a new or existing position, change FTE status of a position, reclassify a position and/or request temporary agency or contracted positions shall notify their appropriate recruiter to launch the process.
- B. Requests may be denied or returned for the following reasons:
 - i. Incomplete and/or incorrect information of the vacant position (incorrect job title, FTE information, cost center, etc.);
 - ii. Failure to provide necessary justification and approvals as required by Budget and/or the Workforce Planning Committee, or request is not aligned with the established staffing standard;
 - iii. Incorrect or incomplete chain of command indicated and/or;
 - iv. Lack of corresponding separation documentation to vacate the position (*when applicable*).
 - v. An existing full-time or part-time employee may request to downgrade to a per-diem status within the same classification and cost center. If approved by the hiring manager and human resources, no posting, application, or interview is required. A non-recruitment PAR (or applicable document) may be initiated by Human Resources and must be signed by the employee to indicate their agreement of the voluntary reclassification and loss of benefits.


The denied request will be electronically returned to the originator. The requisition maybe corrected and resubmitted or it may be cancelled and a new requisition may be created.



PROCEDURE TITLE: Requisition for Personnel

- C. Upon receipt of the approved requisition, Human Resources will contact the requesting department and proceed with the recruitment and selection process. For temporary agency or contracted traveler positions, the requesting department will follow its division protocol to contact the Staff Agency.
- D. Vacancies cannot be filled prior to the date of an approved requisition being received.
- E. Any conditions, comments, constraints or restrictions placed on the requisition by the Hospital Administrator shall be strictly adhered to.
- F. During the budget cycle, Human Resources may be asked to forward a list of all vacant positions to the Fiscal Services department or the Workforce Planning Committee for review. Fiscal Services or the Workforce Planning Committee will notify Human Resources and the department manager of all positions which will require cancellation and resubmission for approval.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
10/2024	Ricky Russell	Revised A-B Added staffing standards language and contact information, and reclassification to a per-diem status. Correcting from a Policy to a Procedure. Vetted by Chief Human Resources Officer.

	POLICY TITLE: "AT WILL" Employment
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE


All applicable UMC employees

POLICY

The Chief Executive Officer for the University Medical Center may specify select positions to be designated "at will."

1. Individuals designated as "at will" are not required to be selected through the competitive process but may be appointed by the CEO. Likewise, individuals so designated may be released from their position at the discretion of the CEO and are not entitled to the grievance procedures as set forth in the Human Resources Policies and Procedures.
2. Specifically, the designated Administrative Council staff members will serve at the pleasure of the Chief Executive Officer. In addition, the CEO may designate employees covered by the UMC Management Compensation Plan, Physician Compensation Plan, or any other non-bargaining unit employee, as "at will" and may appoint and release those individuals from employment without being subject to UMC's Human Resources Policies and Procedures.
3. All positions that are recruited as an "at will" position shall have the "at will" requirements clearly identified on the job posting, and the selected candidate must be offered the position as an "at will" status. This information shall be provided to the selected candidate at the point in time the offer of employment is made by Human Resources.
4. All employees designated as "at will" will be required to sign a letter acknowledging their understanding and acceptance of employment under the conditions of "at will" status.
5. At-Will status may only be modified through an express written employment agreement approved and signed by the current UMC CEO or if the employee is voluntarily or involuntarily re-classified into a classification not designated as "at-will".

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
10/2024	Ricky Russell	Added Physician Compensation Plan. Added #5. No other content changes. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Availability to Work
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 8/2014	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC employees.

PURPOSE

To define the availability to work requirements for employees.

POLICY

It is the responsibility of all UMC employees to be available to complete work assignments unless otherwise agreed to by the employee and his/her supervisor.


1. Non-exempt non-union represented employees (i.e., paid hourly) are required to follow the attendance and tardy articles within the SEIU, Local 1107 collective bargaining agreement. At its sole discretion, and with 30-days' notice, UMC may establish different attendance and tardy requirements for non-exempt non-union represented employees.
2. Exempt employees (i.e., salaried) are exempt from overtime compensation as defined by the Fair Labor Standards Act (FLSA), and shall refer to the following:
 - a. Exempt employees are required to be available and ready to work on the days and times established by their supervisor. Failure to be available may be considered insubordination and grounds for disciplinary action.
 - i. Exempt employees will be notified of their work scheduled / office hours they are expected to follow. The supervisor may add additional days and/or extended hours (both at the start and end of the shift) as needed.
 - ii. Exempt employees who are required to clock in at or around the beginning of their shift and who fail to do so without supervisor approval shall be in violation of the applicable Human Resources policy and subject to corrective action as appropriate.
 - b. Exempt employees must communicate and receive approval from their supervisor for exceptions to their required availability to work. Employees who fail to communicate their availability with their supervisor in a timely manner may be subject to discipline. Such lack of communication on multiple occasions may result in suspension pending termination for a serious policy violation.
 - i. Exceptions requiring approval include but are not limited to any leave time, reporting to work before or after the start time, not performing work during the shift, and/or leaving prior to the scheduled end time.
 - ii. Reporting to work outside of the normal schedule will not equate to compensatory time or alterations to the normal schedule.
 - c. Payroll and Salary Reduction for Non-Union Represented Classifications Exempt Classifications Policy (or other applicable policies / procedures) defines rules regarding deductions from exempt



POLICY TITLE: Availability to Work

employee pay.

Review Date:	By:	Description:
5/2022	Ricky Russell	Reviewed. Minor modifications made to align with existing policies, CBAs, etc.
10/2024	Ricky Russell	Clarified non-union represented classifications follow SEIU policy unless UMC determines otherwise. Added UMC may establish different attendance and policy standards. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Definitions – Human Resources
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

ALL UMC EMPLOYEES

PURPOSE

Unless the context otherwise requires (or definitions are found in a collective bargaining agreement), the words and terms used in this Human Resources Policies manual shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as they appear in this manual and, if no context is apparent, shall be given their plain and ordinary meaning.

POLICY

Unless the context otherwise requires (or definitions are found in a collective bargaining agreement), the words and terms used in this Human Resources Policies manual shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as they appear in this manual and, if no context is apparent, shall be given their plain and ordinary meaning.

ACTIVE LIST: current list containing the names of all applicants who meet the minimum or preferred qualifications for the position. This list is active for approximately ninety (90) calendar days, but may change based on position needs and Human Resources' discretion.

ADMINISTRATIVE DIVISION HEAD: The Administrator responsible for providing direction to a series of departments.

ADMINISTRATIVE EMPLOYEE: means any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the Chief Administrative Officer, his/her deputy and immediate assistants, Department Heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs. (NRS 288.025)

ANNIVERSARY DATE: Is the current date of hire at UMC regardless of status. It is generally used for applicable employee populations to identify the date in which an annual performance review is completed, and any applicable merit awarded.

APPLICATION: the form (paper or electronic) used to document an applicant's experience, education, licensure, special qualifications, etc. Starting salaries will be determined using the information submitted on the application.



POLICY TITLE: Definitions – Human Resources

APPOINTMENT: the process by which an applicant is chosen to fill a vacancy.

BASE SALARY: rate of pay provided to an employee as compensation reflected in the salary appendix(es) in exchange for services.

BENEFITTED EMPLOYEE: an employee occupying a budgeted position of .5 FTE or higher.

BREAK IN SERVICE: those periods during which an employee is not in pay status and ineligible to accrue CAL, EIB, longevity, and other benefits unless otherwise delineated in this manual.

CERTIFICATE OF FITNESS: a signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned duties without restriction or limitation.

CERTIFICATE OF INJURY/ILLNESS: a statement signed by a state licensed health care provider describing the type and extent of injury/illness causing absence from job duties.

CERTIFICATION LIST: the list of applicants who meet the minimum and the preferred skills for the position who are eligible for an interview.

CLASSIFICATION: the groupings of jobs into classes usually on the basis of the type of work or level of pay.

CLASSIFICATION AUDITS: a review of the duties and responsibilities comprising a position.

CONFIDENTIAL EMPLOYEE: an employee occupying a position which by the nature of its duties is involved in decisions of management affecting collective bargaining. Confidential employees are not covered by any collective bargaining agreement. (NRS 288.170 [6])

CONTINUOUS SERVICE: that service commencing with appointment to a permanent budgeted position and continuing until separation from UMC service minus any breaks in service.

DEMOTION: the movement of an employee from one classification to another classification with a lower pay grade.

DEPARTMENT HEAD: a subordinate to the Administrative Division Head who has administrative and operational responsibility for a work unit (normally an employee with the director, manager, or equivalent classification).

ELIGIBILITY LIST: a list establishing those applicants who meet minimum qualifications for vacancy recruitment purposes

FULL TIME EQUIVALENT (FTE): budgeted status for an employee based on 80 hours per pay period (40 regular hours per workweek). A 1.0 FTE is scheduled 40 hours per workweek. A .9 FTE is scheduled 36 hours per workweek. A .5 FTE is scheduled 20 hours per workweek.



POLICY TITLE: Definitions – Human Resources

ILLEGAL DRUGS: any drug (a) which is not legally obtainable under either state or federal law; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

LEGAL DRUG: prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

INTERNAL RECRUITMENT: a recruitment open to current UMC employees only.

JOB LISTING: a list of all positions currently being recruited.

JOB ANNOUNCEMENT: a document (paper or electronic) that describes at a minimum the duties, minimum qualifications, and salary range (as needed) for an open position.

JOB EVALUATION: the process of examining and analyzing positions in order to identify the appropriate compensation plan, series, title, and salary range/grade for each position.

LATERAL MOVE: movement to another position within the same salary grade.

MERITORIOUS: that level of performance which has been established by the Department Head or his/her designee to be worthy of special recognition in the form of a merit increase for eligible employees.

ON DUTY: assigned work hours excluding paid and unpaid leaves

OVERTIME: For union represented classifications please review the applicable collective bargaining agreement. For all other non-union represented classifications, OT is generally those hours in excess of forty (40) regular hours during the workweek, and does not include daily OT unless required by local, state, or federal law, or as otherwise defined in a board approved compensation plan, or employment agreement.

PAY STATUS: any time employee is either receiving compensation for hours physically worked and/or benefits earned.

POSITION DESCRIPTION QUESTIONNAIRE (PDQ) FORM: a form used to request a classification audit of a new position or reclassification of an existing position. The basic tool for gathering information on job duties and responsibilities and provides the basis of justifying and documenting a reclassification action.

POSITION TYPES:

1. There are six (6) types of employee groups at UMC:

- a. Full-Time – an employee who is budgeted as a .8 FTE or greater. Full time employees are eligible for all benefits.
- b. Part Time – an employee who is budgeted as a .5 to .7 FTE. Part time employees are eligible for benefits prorated based on the FTE status, as applicable.
- c. Per Diem – an employee who adds to or substitutes for staff on a pre-scheduled basis



POLICY TITLE: Definitions – Human Resources

(i.e., fill in for scheduled CAL/EIB or other absences, etc.), or as needed on a day to day basis, as determined by UMC. Employees are paid for hours worked.

d. Temporary – an individual employed in a position established for a specific period of time, or for the duration of a specific project or group of assignments, but not to exceed 119 days worked under any circumstance.

e. Limited Term – an employee hired to fill the needs of UMC for a special project or duties of a limited duration. The limited permanent employee shall be eligible to receive all benefits of employment (except seniority) based on the budgeted FTE status. However, the limited permanent employee shall be terminated without appeal rights upon completion of the project.

f. Grant – an employee hired to fill the needs of UMC for a special project or duties of a limited duration that are more than 50% funded by grant monies. The grant employee shall be eligible to receive all benefits of employment (except seniority) based on the budgeted FTE status. However, the grant employee shall be terminated without appeal rights upon completion of the project or grant.

PROBATIONARY EMPLOYEE: an employee who is hired to fill a budgeted position, but has not completed the probationary period.

PROMOTION: the movement of an employee from one classification to another classification in a higher salary grade or market range.

QUALIFYING PERIOD: the initial period, served in a position by a regular full or part time employee as a result of a promotion, voluntary transfer or voluntary demotion. As of October 2024, the qualifying review is no longer required, but may be performed at the sole discretion of the department leader.

REASSIGNMENT: any non-disciplinary movement of an employee from one position to another position within the same classification for which he/she qualifies as established in the job description. A reassignment may also take place by the non-disciplinary movement of an employee from one work unit to another for the purposes of staffing or operational needs of either work unit.

RECALL: the return of applicable employees who have been laid off.

RECALL LIST: a list of applicable current or former employees of UMC having benefitted status and who were laid off.

RECLASSIFICATION: the change of a position to a different classification based on significant changes in the duties and responsibilities assigned to the position.

REGULAR RECRUITMENT: a job opportunity opened to all interested applicants, both internal and external.

REINSTATEMENT: the restoring of an employee to a position under the provisions of a settlement and/or disciplinary agreement.

SALARY ADJUSTMENT: the progression from a lower pay level in a salary range to a higher pay level within



POLICY TITLE: Definitions – Human Resources

the same salary range.

SALARY RANGES AND GRADES: the specified range/grade of pay established at the system level for a particular classification.

SAMHSA: Substance Abuse Mental Health Services Administration.

SECOND SUPERVISOR: a supervisor from any department, who has been through the supervisor training program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SALARY GRADE ADJUSTMENTS: the movement of a salary range for a classification that is either under or over compensated in relation to comparable positions in the job market.

SERVICE CONNECTED DISABILITY: physical or mental incapacity resulting from an injury by accident or an occupational disease or injury arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which he/she is eligible for Workers' Compensation benefits.

SUBSTANCE ABUSE: the misuse or illicit use of alcohol and/or drugs including controlled substances.

SUPERVISOR: any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee's workday. (NRS 288.075 (1))

SUSPENSION: a temporary break in service without pay resulting from a disciplinary action or an investigation into a potential disciplinary action.

TRANSFER: the movement of an employee from a position in one work unit of UMC to another work unit of UMC within the same classification or an equivalent classification.

UNDER-FILL POSITION: a position that is filled by an employee in a lower classification within the same classification series for a period of time due to limited knowledge, skills and abilities or gaps in the normal classification series.

VERBAL COUNSELING NOTICE: documented corrective counseling for the purpose of addressing employment/performance concerns of an employee and is not in any manner to be construed as a form of discipline.

VOLUNTEER: a person in a non-budgeted position who performs assigned duties without compensation.

WORKDAY: the official workday begins at 10:38 pm and ends at 10:37 pm the next night. A holiday workday begins at 11 pm and ends at 11 pm the next night.




POLICY TITLE: Definitions – Human Resources

WORK WEEK: seven (7) consecutive days beginning at 10:38 p.m. Sunday night and continuing to 10:37 p.m. the following Sunday, seven (7) days later.

WRITTEN COUNSELING NOTICE: documented corrective counseling including accompanying suspensions for the purpose of addressing employment concerns of an employee.

In its sole discretion, UMC may modify or interpret the above definitions for non-represented classifications as appropriate to the operation.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
10/2024	Ricky Russell	Added modification and interpretation language. Added Anniversary Date. Clarified illegal drugs not legally obtainable under either state or federal law. Clarified OT language. Added "applicable" under recall definitions. Vetted by Chief Human Resources Officer.

	PROCEDURE TITLE: Educational Development Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
EFFECTIVE DATE: 7/1995	FINAL APPROVAL DATE: 11/2024

PURPOSE

The Education Development Program is designed to assist UMC employees in obtaining education opportunities at accredited education institutions, and through UMC sponsored training programs, and courses available through the Clark County Organizational Development (ODC). Approved educational opportunities are those that are job related or will lead to education and training programs and opportunities.

ORGANIZATIONS AFFECTED:

All departments

PROCEDURE

A. Tuition Reimbursement

1. The maximum reimbursement for a full-time employee (.7-1.0) is \$1,000 per half fiscal year (\$1,000 for Jan-Jun / \$1,000 for Jul-Dec) not to exceed \$2,000 annually. The maximum reimbursement for a part-time employee (.1-.6) is \$500 per half fiscal year (\$500 for Jan-Jun / \$500 for Jul-Dec) not to exceed \$1,000 annually. Certification programs will be reimbursed up to \$500 annually.
2. To receive reimbursement, an employee must read the tuition reimbursement guidelines and complete the Application for Tuition Reimbursement on the UMC intranet. The application must be submitted to Human Resources within thirty (30) calendar days from the start of the course. An HR representative will then review the form for compliance with policy and approve the application authorizing reimbursement upon successful completion of the course. If the application is rejected by Human Resources, the employee will receive an email with an explanation as to why it was rejected.
3. Upon successful completion of the course, the employee will submit the original grade transcript (report card) and credits or proof of attendance and original payment receipt(s) to via the online tuition reimbursement page within thirty (30) calendar days of course completion.
4. Upon receipt of the necessary documentation and final approval by Human Resources, Fiscal Services will be notified. Payment for tuition reimbursement will be issued to the employee with his/her paycheck generally on the payday following



PROCEDURE TITLE: Educational Development Program

the final approval.

B. Courses Leading to Certification

1. In the event the employee is utilizing educational opportunities which lead to a recognized certification, the following shall apply (this provision is not to be used to maintain certification or continuing educational requirements of licenses or certifications, as these are the sole responsibility of the employee):

a) The employee must follow all procedures outlined in Section A "Tuition Reimbursement."

Upon completion of the certification course or exam, the employee must submit proof of satisfactory completion and proof of payment using the online tuition reimbursement process within thirty (30) calendar days after completion of the course or issuance of the completion certificate.

C. Compensation Procedure for Educational Leave

1. All hours a non-exempt (or bargaining unit) employee is required by UMC to attend in-house training program will be considered time worked for the purpose of computing overtime.
2. Employees may be reimbursed for all fees and travel expenses providing the training and travel were approved, and meet the criteria cited in the Administrative Policy "Travel Policy".
3. Required forms must be submitted to request non-mandatory educational leave or education taken outside the hospital. It must be submitted to the department head and administrative division head for approval prior to taking the requested educational leave. As additional division-specific procedures may be required, please consult with the administrative division head to ensure compliance.
4. Upon approval, the employee may be granted paid education leave to attend job-related education programs outside the hospital.
5. Per diem employees shall be compensated at the appropriate hourly rate for all hours spent in education and training required by UMC that are UMC- specific. Time spent in such classes shall be considered time worked for the purposes of computing overtime, unless the per diem employee is considered exempt.

D. Annual Mandatory Education

1. All UMC staff is required to complete the annual mandatory refresher courses/tests for the current calendar year.



PROCEDURE TITLE: Educational Development Program

2. Departments may specify other courses for annual completion for their departments.
3. Annual mandatory tests/courses are determined by regulatory bodies, governmental entities and UMC administration. These courses are subject to change from year to year.
4. Tests are made available to employees on January 1 of each year, and are to be completed by the end of the fiscal year, June 30th, or by the employee's annual evaluation due date, whichever comes first.
5. Department heads can check test completion status for their employees through the LMS.
6. The organization should show 100% completion of required tests for all employees by midnight of June 30th of each year.
7. Failure to complete the mandatory testing/training by June 30 of each calendar year (or the communicated date) will result in disciplinary action up to and including suspension pending termination/termination.

E. New Hire Orientation

1. An affirmation of receipt and understanding of information presented at orientation will be completed at the conclusion of the orientation and retained in the employee's personnel record.
2. All new benefited hires must complete New Hire Orientation within sixty (60) days of hire. All per diem, temporary, and limited-term hires are required to complete the online New Hire Orientation prior to start date and submit the certificate of completion to HR for their personnel record.
3. Rehired or reinstated benefited employees will not be required to attend New Hire Orientation if they are rehired within six (6) months of separation unless the content has changed since they last attended New Hire Orientation. Department Specific Orientation will still be required to complete.
4. The department manager will conduct department specific orientation for all new employees, when an employee changes departments, stations, duties, or routinely/frequently works in more than one department/service. Minimum requirements of department orientation include:
 - Employee's specific job activities and responsibilities
 - Performance expectations
 - Department/unit policies and procedures
 - Use/maintenance of department equipment and utility systems




PROCEDURE TITLE: Educational Development Program

- Execution of special applications and emergency procedures in department
- Department specific safety to include employee's responsibilities and OSHA requirements
- Employee's role in the prevention of infection
- Employee's role in quality assessment and performance improvement activities
- HIPAA training as it relates to the employee's job and work activities
- Communication and teamwork as it relates with activities within their department/unit and/or organization
- Departmental cultural diversity and sensitivity training
- Guided tour of hospital as it relates to their job duties

F. Organizational Development Center (Clark County)

Employees wishing to attend training at the ODC must complete a registration form (available on the Intranet and in Human Resources), and obtain the appropriate signature(s) authorizing the training, in accordance with the procedures established for education leave.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
10/2024	Ricky Russell	B.1.a - Format change; D.7 – Content change (Added corrective action for failure to complete mandatory training.) Changing back to Procedure – accidentally identified as Policy. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Employee/Labor Relation Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees

PURPOSE

The Human Resources department shall administer an Employee/Labor Relations Program to strengthen relations between UMC and its employees, to enhance the cooperative relationship between management and union representatives, to promote communications between UMC and its employees, to administer collective bargaining agreements and to achieve mutual understanding by providing policy on matters of interest affecting employer-employee relations.

POLICY

Section A. Probationary Period

1. All new employees initially hired into a benefited full or part-time position or rehired after over a 90-day break in service shall serve a probationary period of a minimum of six (6) months. The probationary review will be due at six (6) months, unless the hiring authority notifies HRIS and their Employee & Labor Relations Analyst that they intend to extend the probation for up to another six (6) months. At that time, HRIS will reset the probationary review due date. Additionally, the hiring authority with guidance from their Employee & Labor Relations Analyst, is required to provide the employee with written notification of a probationary extension.
2. An employee who completes a twelve (12) month probationary period shall automatically acquire regular, benefited status.
3. Probationary employees may be terminated without advance notice. The manager is not required to inform the employee of the reason for failure to complete probation at the time of termination.
4. A probationary employee may resign without advance notice. The employee is required to inform the manager of his/her intent to resign in writing.

Section B. Qualifying Period

As of October 15, 2024, a qualifying period/review is no longer required.

Section C. Truthfulness and Employment Conduct

Employees have the responsibility to be truthful in all matters related to the scope of their employment and the



POLICY TITLE: Employee/Labor Relation Program

operations of the hospital. Failure to be truthful in any matter is unacceptable behavior and will not be tolerated. Employees formally noticed of an official investigation conducted by the hospital who are found to be untruthful or deceptive during the investigation, will be subject to severe disciplinary action including suspension pending termination.

Section D. Progressive Disciplinary Action

1. The primary objective of progressive discipline is to give the employee an opportunity to voluntarily improve behavior or work performance and to firmly inform the employee that stronger disciplinary action will be taken in the event the behavior or work performance is not corrected.
2. Appropriate and reasonable corrective action should be taken based on just cause. Progressive discipline may include any of the following: one or more written warnings, suspension(s) without pay, demotion or termination. The need for more severe initial disciplinary action may be necessary in the event of a major violation of established rules, regulations, industry standards or policies of UMC or the department.
3. Supervisors must document performance and/or conduct to determine if there is just cause for disciplinary action.

Section E. Grievance Procedures

All applicable UMC employees not eligible for bargaining unit membership may be granted grievance procedures. See Human Resources Procedure *"Disciplinary Hearing Process."*

Employees who are in an at-will designated positions have no right to the suspension, pre-termination or post termination hearing procedures. See Human Resources Policy *"At Will Employment."* Additionally, classifications within a board approved compensation plan are also not eligible, regardless of at-will status.

Section I. Layoffs, Recall and Appeal

The below section is applicable to non-union bargaining unit employees only. Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent. The determination of the number of positions, classifications and cost centers to be affected by a layoff is a management right.

1. If it is determined that layoffs are necessary, employees will generally be laid off in the following order:
 - a. Per diem employees in the affected classification(s) and cost center(s)
 - i Per diem employees may be retained to assist with coverage as needed, but generally should not be regularly scheduled.
 - b. Temporary employees in the affected classification(s) and cost center(s)
 - c. Probationary employees in the affected classification(s) and cost center(s)
2. The employee(s) with the least classification seniority in the affected classification(s) and cost center(s) may be laid off first, except where it has been determined by UMC that the employee must be retained due to



POLICY TITLE: Employee/Labor Relation Program

specific knowledge, skills, and abilities, and that the requisite knowledge, skills and abilities are necessary for the continued operation of that cost center.

3. Employees (not covered under Paragraph 1 above) within that same classification and cost center, with a lower overall performance evaluation rating or who have active discipline in their file, may be laid off after those employees identified in Paragraph 1, regardless of their seniority.

4. As a result of the layoff, UMC may cause the reassignment, transfer, reduction in grade, or any combination thereof, of any employee based on the needs of UMC.

5. At the sole discretion of the UMC CHRO (or designee), an employee identified for layoff may be provided the opportunity to elect a current reduction in grade to a lower classification in any classification within his/her cost center provided the employee completed a probationary period in that classification, the cost center has a vacant position, and the Cost Center Manager/Director determines the employee has the knowledge, skills, and abilities, and qualifications to perform the duties of the position.

6. Outside of Paragraph 5 above, employees shall not have a right through the layoff process to any classification outside of his/her current classification or the right to displace any employee in a higher pay grade.

7. An employee reduced in grade may have his/her salary reduced and in no event shall exceed the maximum for the classification, but shall not have his/her anniversary date adjusted.

8. Separation due to layoff shall require the giving of at least fourteen (14) calendar days advanced written notice of the effective date of layoff to the affected employee(s). UMC reserves the right to provide payment in lieu of notice, of an equivalent amount of the employee's base salary.

9. Recall:

Employees within a non-union represented classification who are laid off are not eligible for recall. However, if a position becomes available in their classification within one (1) year of the layoff, the laid off employee may apply for the position. If their application is referred to the hiring manager, and they are invited for an interview by the hiring manager, the employee will notify hr@umcsn.com who will then notify and request the hiring manager to provide the laid off employee with priority consideration when making their hiring decision. The notification to the hiring manager by human resources will be strictly limited and will only include that we recommend they provide the laid off employee with priority consideration at the time they are making their hiring decision. No other information about the laid off employee will be shared, or the circumstances behind the request for priority consideration will be shared with the hiring manager. However, the hiring manager retains the right to review the human resources file of the laid off employee. UMC and the UMC hiring manager shall not be required to hire the laid off employee for any position in which a UMC hiring manager has received a request to provide the laid off employee with priority consideration for hire.

10. Eligible employees identified for termination as a result of a layoff, may appeal his/her position elimination by written notice to the Chief Human Resources Officer within five (5) calendar days of the notice of the effective date of the termination. Because the dispute is not disciplinary in nature, the employee must establish in their appeal that UMC violated one of the provisions of this Section, Layoff, Recall and Appeal. The Chief



POLICY TITLE: Employee/Labor Relation Program

Human Resources Officer or designee will review this appeal and render a decision within five (5) business days of their decision. The decision of the Chief Human Resources Officer or designee shall be final and binding upon the employee and UMC.

Section J. Resignation/Retirement from UMC Employment

1. When self-terminating, an employee should submit a written resignation to his/her department head. Current employees resigning due to acceptance of another position within UMC will follow the same notification time frames as required below in Section J-2 or J-3. New position effective dates beyond the required resignation period may be extended with the agreement of both the employee and the new (receiving) manager of the resigning employee.
2. An employee who has completed his/her probationary period or a per diem employee may be considered ineligible for rehire if written resignation notice is not submitted at least two (2) weeks in advance of the last day worked.
3. M-Plan level employees are required to submit four (4) weeks advance, written notice of resignation or retirement. M-Plan benefits may be withheld by the CEO if appropriate notice of resignation is not received. Employees under an approved compensation plan (e.g., Physician Compensation Plan) may have different requirements.
4. An employee absent without authorized leave for more than two (2) consecutive shifts or portions thereof, shall be considered to have abandoned his/her position and may be terminated or suspended pending termination (as applicable to the classification).

Section K. Medical Separations

1. UMC may move to medically separate an employee who is not able to perform the essential functions of his/her classification and/or position. The determination of whether the employee can perform the functions of his/her position will be based on competent medical documentation compared to the current physical requirements of the position. The department head or designee may require the employee to provide medical documentation of his/her ability to perform the functions of the position. The requirement may be based on employee statements, observation of employee functioning, or other criteria.
2. During a period of absence to obtain medical documentation to determine the employee's ability to perform the job functions, he/she may be authorized to use CAL and/or EIB time.
3. Should the employee qualify for and comply with the provisions of any federal or state statutes, including the American's with Disabilities Act (ADA) or Family Medical Leave Act (FMLA), he/she will be granted job protection and/or benefits as defined in those statutes prior to medical separation.
4. Should an employee be medically separated, it will not be considered a disciplinary termination. The employee may be eligible for re-employment through the recruitment process.




POLICY TITLE: Employee/Labor Relation Program

Section L. Exit Survey and Interview

1. Employees leaving UMC employment may participate in an exit survey to share information regarding the employee's overall experience with UMC. Information gathered from exit surveys and interviews may be summarized and communicated to UMC Administration or for other business related purposes.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
10/2024	Ricky Russell	Removed Qualifying Period language. Modified layoff language to align with operational need. Revised recall language. Clarified probationary language. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Employee Records Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees

PURPOSE

Human Resources shall administer an Employee Records Program to maintain accurate records of Human Resources and payroll information for each employee, ensure proper timing and procedures are followed in personnel actions involving an employee, provide summarized information to managers to assist in decision-making related to personnel matters, provide disclosure while maintaining confidentiality as required and provide communication and coordination of system changes as required by federal, state and local governments, accreditation agencies, and collective bargaining agreements.

POLICY

Section A. Record Keeping Requirements

1. An official file shall be maintained for every UMC employee in Human Resources. The file will include, at a minimum, the employee's name, current and former position titles, rates of pay, all changes in employment status and other pertinent data.
 - a. Employees must report immediately to Human Resources, changes in name, marital status, withholding tax information, telephone number, address and final paycheck beneficiary.
 - b. Employees wanting to change their name or marital status; add or delete dependents; change beneficiaries for retirement, final check, life insurance and/or group health insurance are required to bring the legal document(s) authorizing such change to Human Resources within thirty (30) days of the event, or use employee self-service if applicable. Failure to produce these documents and make the necessary changes within the prescribed time frame may adversely affect the employee's benefits. Any questions should be immediately addressed to Human Resources.
2. Upon initial employment Human Resources is responsible for ensuring the completion of the appropriate forms required by the Public Employees Retirement Board, the group life and health insurance provider and federal tax programs.

Section B. Access of Personnel Files

The only official permanent personnel file shall be maintained in Human Resources for each current and former employee. Human Resources' staff is directly responsible for the input of personnel information to the Human



POLICY TITLE: Employee Records Program

Resources Information System (HRIS) and has responsibility for general maintenance of the employee personnel files.

Failure to adhere to this policy by an employee whose job duties and responsibilities require having access to employment records may result in disciplinary action, up to and including termination.

1. File Maintenance

- a. The employee or his/her authorized representative who has a written consent may view his/her official personnel file by appointment with a Human Resources' staff member present.
- b. The employee's department head, immediate management level supervisor, or prospective supervisors of employees being considered for promotion, demotion or transfer, are authorized to view the employee's personnel file with a member of Human Resources present.
- c. An employee may sign an authorization form to release a copy of his/her personnel file to other than his/her own management.
- d. All files may be viewed by outside auditors or designated officials at the request of the Chief Human Resources Officer or designee.
- e. Unsigned disciplinary conference notes and non-routine documents will not be placed in the personnel file without the explicit authorization of the Chief Human Resources Officer or designee.
- f. Only a Human Resources staff member (or person designated by the Chief Human Resources Officer) may add, remove or copy items from the file.
- g. Absolutely no employment file is to be taken from Human Resources without the explicit authorization of the Chief Human Resources Officer or designee.

2. Removal of Discipline:

- a. Disciplinary actions for non-union represented classifications shall remain in the employee's personnel file indefinitely. Generally, disciplines shall not be used in future disciplinary matters after one (1) year, provided that no ensuing discipline occurred, or unless the discipline issued was for a serious/egregious act as decided by the UMC CHRO (or designee). Disciplinary actions for union-represented classifications shall remain in the file and be subject to removal subject to the collective bargaining agreement.
- b. Signed Last Chance Agreements are exempt from removal from the personnel file as they do not constitute discipline but relate to the resolution of an employment related issue. However, when a Last Chance Agreement expires, it shall be moved to the administrative section of the personnel file and shall not be used in future disciplinary matters, providing no ensuing discipline has occurred. Further, in the event the union or the employee proposes a Last Chance Agreement as a form of settlement for an employment related issue, UMC reserves



POLICY TITLE: Employee Records Program


the right to produce the last chance agreement as evidence that UMC has previously provided the employee an opportunity to change the identified behavior.

Section C. Confidentiality of Personnel Files

Only Human Resources is authorized to release information regarding the work history of a current or former employee within defined and established guidelines and Nevada Revised Statute. It is important that dissemination of information regarding a former or current employee be handled uniformly and within the guidelines of the law.

1. Under no circumstances will a supervisor/department head or another employee respond to reference inquiries. All inquiries are to be referred to Human Resources.
2. Supervisors/department heads shall not discuss personal characteristics or other traits relative to a current or former employee when a decision to hire or not hire may be based on such discussion.
3. Human Resources will not release information other than dates of employment and the last position title held to any individual or organization without the specific authorization of the Chief Human Resources Officer or designee or the signed authorization of an employee indicating additional items of information to be released, accompanied by a written statement holding UMC harmless for release of such information.
4. Former employees may request to inspect their personnel file within 60 days after their date of separation with UMC.
5. Any requests from businesses, law enforcement agencies or the news media for information from employee records shall be referred to Human Resources. Release of employee information to outside agencies and individuals is restricted to public information only and as defined by Nevada Revised Statute.
6. All requests to serve subpoenas and other legal documents to UMC employees must be signed for by the employee directly. Human Resources will not be held liable for such documents and or to receive them on behalf of the employee.
7. A third party request can be processed if it is in writing and or received in the HR Office. A valid ID must be presented at the time of pick up.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
10/2024	Ricky Russell	Modified language for discipline removal for union vs. non-union classifications. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Employment Eligibility Verification
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees

PURPOSE

To establish the procedure for the administration of compliance with the Immigration Reform Control Act (IRCA).

ORGANIZATIONS AFFECTED:

All departments

PROCEDURE

- A. Employees accepting employment with UMC will be instructed to complete an I-9 Form and present original copies of supporting documents to Human Resources that establish identity and employment eligibility, as defined in the IRCA, within three (3) business days of the his/her start date (i.e. first day of worked time). Please see Recruitment and Selection Program, Section J for new hire processes.
- B. All original documentation provided for the I-9 Form will be examined by Human Resources to evaluate whether they reasonably appear to be genuine and relate to the individual presenting them. The document(s) that do not meet this standard will not be accepted. Human Resources will make copies of acceptable document(s) to be attached to the completed I-9 Form.
 1. If an employee is rehired within three (3) years of his/her originally completed I-9 form and the employee is still authorized to work, UMC may complete only Section 3 of the applicable I-9 form.
- C. For employees who are required to provide updated documentation after hire (i.e., re-verification), failure to provide Human Resources with current acceptable document(s) by the expiration date of the previous immigration document(s) shall, result in
 1. a final written counseling and seven (7) calendar days from the expiration date to provide evidence of eligibility. Employee may not work during this period.
 2. if the employee does not provide evidence of eligibility by the new deadline, the employee




POLICY TITLE: Employment Eligibility Verification

will be suspended for a maximum of seven (7) additional calendar days in order to provide evidence of eligibility.

3. if the employee does not provide evidence of eligibility by the new deadline, the employee will be separated.
4. Per Diem employees without grievance and/or appeal rights may be separated at any step of the above process.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
10/2024	Ricky Russell	Correcting to Procedure from Policy. Added C(1-4) to identify discipline path if recert documentation isn't provided. Vetted by Chef Human Resources Officer.

	POLICY TITLE: Meal & Rest Periods
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 10/2012	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC employees

PURPOSE

The Hospital recognizes the importance of rest and relaxation for employees throughout the workday and provides appropriate meal and rest periods. This policy is to establish a meal and rest period procedure for hourly employees.

POLICY

It is the policy of the Hospital to comply with all applicable state and federal laws pertaining to employee meal and rest periods.

1. Hourly employees shall be permitted to receive not more than one (1) uninterrupted meal period of a minimum of 30 minutes for shifts of eight (8) continuous hours or more. Meal periods are neither time worked nor time on pay status.
2. It is the responsibility of the supervisor or manager to establish the timing of an employee's meal period and rest periods as operationally feasible. Meal periods should generally be around the middle of the scheduled shift. The first rest period should be taken in the first half of the scheduled shift between the start of shift and the meal period. The second rest period should be taken in the second half of the scheduled shift between the meal period and the end of shift. Neither rest period(s) or meal periods should be taken soon after clocking in for work or shortly before the end of shift.
3. Hourly employees shall clock out and in using the designated UMC automated timekeeping system in a location specified by their supervisor or manager when taking their uninterrupted meal period.
4. Employees are expected to use their meal period for their own benefit. UMC also expects employees to use this time in a manner which will not interfere with the work of other employees or with the normal operational efficiency of the hospital.
5. UMC recognizes there may be exceptional circumstances when an hourly employee is required by their supervisor to work through the meal period, or the meal period is otherwise interrupted because of work demands. Such exceptions must be kept to a minimum and every effort must be made by the employee and supervisor to schedule and plan for employee meal periods. An employee who remains at a work stations during their meal period, but is not required to do so by UMC, shall not be compensated for the



POLICY TITLE: Meal & Rest Periods

meal period.

If the employee has already clocked out, they must clock back in before performing work. If the employee has not clocked out, they would continue on the clock. In either case the employee must complete and sign an *Employee Time Exception Report* reflecting the time worked and obtain a management signature. Any interrupted meal period under this circumstance must have an *Employee Time Exception Report* completed and submitted to management within 24 hours of the event or by the end of the employee's next scheduled shift, whichever is sooner.

6. Employees taking fewer than 30 minutes for a meal period must be compensated in 15 minute increments following standard timekeeping rules. Unless an *Employee Time Exception Report* is approved by a supervisor indicating the employee did receive a 30-minute meal period, such time shall be considered unauthorized compensation. An employee must submit an *Employee Time Exception Report* to management within 24 hours of the event or by the end of the employee's next scheduled shift, whichever is sooner. Failure to submit the report in a timely manner is a violation of this policy.

7. Employees taking longer than 30 minutes shall be docked compensation in 15 minute increments in accordance with FLSA guidelines. An employee must submit an *Employee Time Exception Report* to management within 24 hours of the event or by the end of the employee's next scheduled shift, whichever is sooner. Failure to submit the report in a timely manner is a violation of this policy.

8. If an employee is not adequately and fully paid for any time worked during meal periods, the employee is expected to bring such pay issues to the attention of their supervisor as soon as such error is realized, so corrections can be made within the pay period of the event. *Employee Time Exception Report* must be completed to reflect the time actually worked.

9. Combining of employee rest periods or rest period(s) and meal period is generally prohibited.

10. The *Employee Time Exception Report* must be an accurate reflection of the time worked, including in and out times. A completed report does not protect an employee from corrective action for failure to clock in and out for the meal period or violations of taking unauthorized and/or extended breaks and meal periods. Original/completed *Employee Time Exception Reports* shall be kept in the employee's department for a period of three years.

11. Adjustments to time will not be made without a completed *Employee Time Exception Report*. Every effort will be made to process adjustments within the pay period of the event.

12. Violations of the meal & rest period policy, or time keeping procedures may result in corrective action consistent with hospital policies and procedures, including but not limited to Recording Time Through Electronic Time Clocks and the Employee/Labor Relation Program policies.


REFERENCES

Employee Time Exception Report



POLICY TITLE: Meal & Rest Periods

Review Date:	By:	Description:
2/2022	Ricky Russell	Modified policy to align with current process. Formerly known HR Policy V-66.
10/2024	Ricky Russell	Changed #6 & #7 the 48 hour time period for submitting exception form to 24 hours. Vetted by Chief Human Resources Officer.

	PROCEDURE TITLE: Performance Evaluation Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
EFFECTIVE DATE: 7/1995	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees

PURPOSE

To establish the procedure for the administration of employee performance evaluations.

ORGANIZATIONS AFFECTED:

All departments

PROCEDURE

A. Employees shall receive a performance evaluation, including employee competency and performance criteria upon completion of probationary period and at their annual review date thereafter. The home department of the employee will be responsible for maintaining the completed original copies of the evaluation.

B. The performance evaluation report is used to evaluate employees on the following four (4) point rating scale. This rating scale may be modified for all non-union represented classifications at the sole discretion of the UMC CEO or CHRO (or designee).

1. Rating of 1: Exceeds Standards
Consistently exceeds identified standards of performance and output.
2. Rating of 2: Meets Standards
Meets standards of acceptable performance. The employee is dependable, competent, knowledgeable, and meets or occasionally exceeds expectations.
3. Rating of 3: Partial Standard Compliance
Falls below acceptable levels for performance and output at times. Performance-related concerns should be addressed in the corresponding goals for that factor. A training or improvement plan may be appropriate to address identified deficiencies.
4. Rating of 4: Does Not Meet Standard
Performance is consistently below standards. This rating is for performance deficiencies that are not due to a lack of experience or training. An action plan for improvement and regular reviews between manager and employee are required.

C. Salary increases based on an employee's overall performance rating are consistent with the rating scale and applicable increases as found in the SEIU, Local 1107 collective bargaining agreement "Salary Upon Status



PROCEDURE TITLE: Performance Evaluation Program

Change” except for those employees covered by a board approved compensation plan, or employment agreement. In its sole discretion, the UMC CEO or CHRO (or designee) retains the exclusive right at any time to modify the rating scale, and applicable increase, for all employee classifications that are non-union represented. Recommendations for an overall score of 1.0 – 1.4 (or applicable) must be approved by their Division Chief or designee prior to review with the employee.

D. Non-union represented classification employees, with the exception of those employee’s covered by a board approved compensation plan (e.g., Management, Physicians, Non-Physician Providers, etc.), or employment agreement, that receive an acceptable rating in attendance and tardiness will receive an extra .5% increase in addition to the increase as determined by the evaluation process. To receive an acceptable rating, the employee must have completed the appraisal period without verbal counseling or disciplinary actions.

E. The performance evaluation must be submitted to Human Resources no later 30 days after the review date. Late evaluations may result in disciplinary action. Human Resources must be notified of any mitigating circumstances (circumstances beyond the control of the manager or employee) prior to the review date in order for the evaluation not to be considered late.

F. Performance evaluations may be completed by a manager or supervisor for periods other than the annual or probationary performance review date.

G. If the decision to award an employee’s salary increase is to be deferred, or the overall evaluation is equal to, or greater than, 3.0 the manager or supervisor must submit a completed performance evaluation to Human Resources documenting the deficiencies in the employee’s performance and designating a time frame as to when the next review will be conducted. The deferral must also be accompanied by a Performance Improvement Plan (or competency assessment plan), signed by the employee and manager/supervisor. Failure of the employee to satisfactorily complete the Performance Improvement Plan may result in disciplinary action, up to and including suspension pending termination.

H. Performance evaluations are required for the following:

1. Annual- Employees shall be reviewed each year on their annual review date, which for most employees will be their current hire date, regardless of classification or FTE status. Merit increases may be given based on the overall performance rating, not to exceed the maximum of the salary grade to which the classification is assigned. In its sole discretion, the UMC CEO or CHRO (or designee) reserves the exclusive right to change the annual review date to a focal review date for those classifications not already on a focal review date.
2. Probation - Employees shall be reviewed to complete probation periods. No merit increase is generally associated with the completion of probationary period.
3. Promotion- As of October 15, 2024, an annual evaluation generally will not be required upon promotion. The employee’s new manager will work with the former manager, and other leaders as applicable, to complete the next annual review for the promoted employee.
4. Demotion- As of October 15, 2024, an employee who is either voluntarily or involuntarily demoted, will not have their annual review date modified.




PROCEDURE TITLE: Performance Evaluation Program

5. Reclassification- As of October 15, 2025, a reclassification will not result in a new annual review date.

I. Human Resources shall maintain the performance evaluations and be accessible to management on the appropriate technology website. Management level employee's performance evaluation format shall be determined annually by the UMC Chief Executive Officer or designee.

J. An employee may request to meet with the evaluator's supervisor to discuss the performance evaluation by notating such on the evaluation. The decision of the evaluator's supervisor shall be final and binding. The employee wishing to meet with the evaluator's supervisor is responsible for calling the evaluator's supervisor within five (5) business days of the evaluation to schedule the meeting. The annual performance evaluation will not be processed by the evaluator's supervisor until after the meeting between the employee and the evaluator's supervisor has occurred and a decision on any changes are communicated to the evaluator and the affected employee.

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
2/2024	Ricky Russell	Included language regarding approved compensation plans, employment agreements, etc. Vetted by CHRO.
10/2024	Ricky Russell	Revised B-C language for non-union represented classifications to allow for modifications as desired by UMC. Removed references to changing annual review dates, etc. Added / revised language in H1, H3, H4, H5, to reflect new requirements. Correcting from Policy to Procedure. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Performance Review Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees


POLICY

1. Human Resources shall administer a Performance Evaluation Program to appraise competency, assess skill development, reward meritorious performance, and outline a plan for performance development and improvement. Supervisors shall complete an annual performance evaluation by an employee's performance evaluation date (see Human Resources "*Performance Evaluation Process*"). An evaluation may be completed on other occasions as determined by the supervisor in compliance with these policies or as required by the applicable collective bargaining agreement.
2. An employee's performance evaluation date is normally the current date of hire, except for employees covered by a board approved compensation plan or employment agreement, who have a common review date. It is its sole discretion, the UMC CEO or CHRO (or designee) reserves the exclusive right to modify the annual review date to a focal or common review date for any non-union represented classification.
3. Salary adjustments shall not be awarded until the complete performance evaluation is submitted to Human Resources indicating the employee demonstrated meritorious service for the appraisal period. If a salary adjustment is not to be awarded due to an unacceptable rating on the performance evaluation, the employee is not eligible to be considered for a salary adjustment until their next performance evaluation date.
4. If the awarding of a salary adjustment is to be deferred pending further evaluation, the performance evaluation report shall be submitted to Human Resources indicating the employee is not recommended for a salary adjustment now, and must also specify a date or time period to reevaluate the employee. This deferral period shall not be extended beyond nine (9) months. Deferring a salary adjustment does not change the employee's annual performance evaluation date, and the employee will be eligible for consideration for a salary adjustment on their next performance evaluation date regardless of the date the extended review is awarded. Deferred salary adjustments cannot be made retroactively to the performance evaluation date.
5. Any merit increase or salary adjustment greater than the reviewer's signature authority requires pre-approval from the appropriate signature authority prior to discussing the review with the employee.



POLICY TITLE: Performance Review Program

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
2/2024	Ricky Russell	Added language for compensation plans, employment agreement, etc. Vetted by CHRO
10/2024	Ricky Russell	#2 Modified language to allow for moving to a focal review date. Removed references to qualifying review. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Position Classification and Compensation Plans
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC employees.

POLICY

Human Resources shall administer a Position Classification and Compensation Plan to provide a fair, equitable, and competitive pay program, and to attract and retain a highly qualified and diverse workforce.

Section A. Position Classification Plan:

1. Human Resources shall develop and maintain a Position Classification Plan consisting of specifications describing all positions in the UMC service.
2. Each classification description shall include:
 - a. The official title of the classification to be used by UMC in all official records, payrolls, and communications. The title shall be indicative of the general nature of the work performed by employees in that classification.
 - b. A general definition of the type of work performed by employees in the classification, the level of supervision received, and extent of supervision exercised over other employees, when applicable.
 - c. Standards and criteria-based evaluations regarding job performance with specific examples of work performed by employees in the classification (it is not to be assumed that each example listed shall be performed by all employees nor that any one employee shall perform only the examples listed. Department managers or supervisors retain the right to assign employees duties not included in the examples, provided such duties are similar in nature to those enumerated).
 - d. The employment standards – minimum qualifications an applicant should possess to be considered for the classification. These standards shall serve as a guide for rejecting or admitting applicants to recruitment examinations.

Section B. Job Evaluation:

1. Human Resources may conduct a job evaluation when a new job is developed or when the scope



POLICY TITLE: Position Classification and Compensation Plans

of an existing job has changed.

a. Human Resources shall conduct audits and make recommendations regarding requests for classifying new and existing positions. *(See Human Resources Procedure "Classification Audits")*

b. Human Resources shall conduct audits and determine if pay grade adjustments or reclassifications are warranted. *(See Human Resources Procedure "Classification Audits")*

Section C. Salary Ranges and Grades:

Human Resources shall maintain a Position Compensation Plan of designated salary ranges and grades for all of the classifications in the UMC service.

1. The minimum of a salary range is normally the lowest rate paid to an employee in a given pay grade. The maximum of a salary range is the highest rate normally paid to an employee in a given pay grade.
2. The Compensation Plan shall be adjusted, when necessary, to comply with provisions of applicable collective bargaining agreements and/or as approved by the appropriate UMC governing body.
3. Human Resources will develop alternative salary ranges when they are necessitated by market conditions or other circumstances. These ranges may be approved by Hospital Administration, and submitted to the appropriate bargaining unit or appropriate UMC governing body (whichever is applicable) for final approval.

Section D. Overtime:

1. Eligible employees shall be compensated for overtime worked in accordance with applicable federal and state laws and collective bargaining agreements. Employees exempt from overtime compensation under the Fair Labor Standards Act (FLSA) shall not be eligible for overtime or compensatory time.
2. All overtime must be approved in advance of its use. Failure to comply with advance approval may result in disciplinary action. Overtime compensation may be through cash payment or compensatory time at UMC's discretion.

Section E. Benefits Provision:

1. The Hospital may implement employee incentive, compensation, employee suggestions, and performance bonus programs.
2. Except as otherwise identified in these policies and procedures or modified by some other approved employment agreement, compensation plan, etc., non-probationary UMC employees not covered by any collective bargaining agreement shall generally be granted at a minimum those



POLICY TITLE: Position Classification and Compensation Plans

economic benefits provided for in the current SEIU Agreement which do not relate to employee discipline, discharge or grievance procedures. Economic benefits may include, but are not limited to salary, paid and unpaid leaves, retirement, overtime, longevity, shift differential and acting pay. However, in its sole discretion, the UMC CEO or CHRO (or designee) retains the exclusive right to modify all non-economic and economic benefits for any non -union represented classifications.

Section F. Employment Actions:

Employees not covered by any collective bargaining agreement shall, at a minimum, receive the same administrative procedures and benefits represented in the SEIU agreement unless modified by this policy, an approved compensation plan, or an employment agreement.

1. **Promotion:** The promotional rate of pay will be commensurate with the employee's years of experience in the new pay range following current hire-in rate pay practices. The employee shall receive no less than 5% above their current rate, for the first promotion in a rolling calendar year, provided the new rate of pay does not exceed the maximum of the new pay range. Any subsequent promotion in the rolling calendar year will be 4%. Any exception requires a form to be submitted and approved by Human Resources or the UMC CEO.

2. The employee's annual review date will not change as a result of the promotion. The employees annual merit increase (if applicable) may be adjusted or prorated is the promotional increase salary increase upon completion of one (1) year of service in the new position or classification.

3. **Demotion:** Demotions may be implemented as part of a reorganization or reduction in force, at the request of the employee as the result of a position reclassification, or for cause. Both voluntary and involuntary demotions may be made only upon the recommendation of the department head and approval by Human Resources. Any demotion to a lower salary schedule (aka salary range) will result in the employee receiving a pay reduction of the most recent promotional increase they received, assuming any such reduction doesn't place them below the minimum of the new salary range. If, after the reduction, the employee's pay rate is above the maximum of the new range, their salary will be further reduced to the maximum of the new range. If the employee has not received a promotional increase since hire, the employee will receive a minimum of a 4% decrease, or the max of the new range, whichever is greater.

- a. An employee whose position is reclassified to a lower pay grade will be demoted to the appropriate title, pay grade, and pay, as specified by the Chief Human Resources Officer. In no instance shall an employee's pay rate exceed the maximum rate of the new pay grade.

4. **Reclassification:** A reclassification is made when it has been determined that the duties and responsibilities assigned to the position have significantly changed from the parameters of the original job classification. It is the purpose of a reclassification to ensure that job classifications are compensated equitably in relation to similar levels of responsibility and duties. An employee selected to fill a reclassified position shall be promoted or voluntarily demoted into the new classification, and any salary increase or decrease shall be initiated as identified under the promotion and demotion



POLICY TITLE: Position Classification and Compensation Plans

language, or as determined by the CHRO or designee.

- a. Promotional opportunities created by the reclassification will be filled by a competitive recruitment in accordance with established competitive recruitment actions, except for non-competitive promotions as delineated below.
- b. A non-competitive promotion of an employee whose position has been reclassified to a higher pay grade because of the addition of duties or responsibilities may be made when it is determined open competition is not warranted. All of the following circumstances must be met in order to exempt the promotion from competitive procedures:
 - i. There are no other employees in the department, supervised by the selecting official, who are in the same classification and performing identical duties to those performed by the employee prior to the addition of the new duties and responsibilities.
 - ii. The employee continues to perform the same basic function(s) as in the former position and the duties of the former position are administratively absorbed into the new position.
 - iii. The addition of the duties and responsibilities does not result in an adverse impact on another incumbent position.
 - iv. The selecting official desires the position to be filled non-competitively, or Human Resources determine that the position should be filled non- competitively given the circumstances outlined previously.

5. Transfer: A full-time or part-time employee who transfers from one allocated position in a cost center to another allocated position in a different cost center, but in the same classification or in another classification assigned to the same pay grade, shall continue to receive the same salary rate. The employee's salary review date will remain the same.

6. Management Reassignments: A department head may reassign employees from one position to another position if:

- a. The positions have the same salary range; and
- b. The employee is determined by Human Resources to meet minimum qualifications for the classification under consideration.

7. Position Titles: New titles may be established when it has been determined that the new title is more descriptive of the nature of the work being performed. New titles may be established when new or additional functions are undertaken by UMC. No change in the salary review date or compensation level will occur when only a position's title and job code are changed.



POLICY TITLE: Position Classification and Compensation Plans

8. Salary Grade Adjustments: A salary grade adjustment is made when it has been determined that a classification is either under or over compensated in relationship to comparable positions in the job market. In addition, grade adjustments are required to ensure equity between positions within UMC. The purpose for adjusting the salary is to remain competitive in hiring and retaining the best qualified employees in a classification. Salary grade adjustments result in the assigned employee's salary grade being changed. The salary review date will not change as a result of the grade adjustment. Employees affected by an adjustment may be eligible for a merit increase on their next salary review date. Employee pay rates that equal or exceed the maximum rate of the new grade will not receive salary adjustments until their actual pay rate falls below the highest rate of the new pay grade, or upon CEO (or designee) approval.

9. Training Under-Fill: An employee who is hired into a training under-fill position (*see Human Resources "Recruitment and Selection Program"*) will receive an adjustment to their salary at the following time(s):

- a. Upon hire into the training under-fill position (if the position is at a higher pay grade than the pay grade the employee is changing from)
- b. Upon completion of training under-fill.
- c. The amount of the promotional increase upon completion of the training under-fill requirements will follow the outlined promotional pay practice in Section F.

Section G. License/Certification:

All staff in positions that require a state of Nevada provider license/certification/registration will be responsible to maintain a current license/certification/registration when hired - see Recruitment and Selection Program, Section J (or applicable) for new hire processes. For existing employees in need or renewals the following will apply:

1. Employee must provide evidence of completion by expiration date of existing document (as applicable). Failure to do so will result in a final written corrective action, removal from the work place, and seven (7) calendar days from the expiration date to provide evidence of completion.
2. Failure to provide evidence of completion by the deadline based on 1. above will result in an unpaid week (based on FTE status) suspension and seven (7) calendar days to provide evidence of completion.
 - a. exemption from suspension can be made for employees who provide proof of registration for a renewal course within that seven (7) day window and proof of renewal prior to the actual expiration date
3. Failure to provide evidence of completion by the new deadline based on 2. above will result in Suspension pending termination or termination.



POLICY TITLE: Position Classification and Compensation Plans

- a. Per Diem employees without grievance and/or appeal rights may be separated at any step of the above process.


Section H. Working Out of Classification:

1. Managers should make every effort to fill assignments without the need for working an employee outside their classification. In those rare incidents where it becomes necessary, for the good of the hospital, to work an employee out of his/her classification, the following procedure must be followed:
 - a. Working out of classification in a different classification outside an employee's normal work schedule is strictly prohibited without the advance written approval of the CEO or designee.
 - b. Only non-probationary full and part-time employees in classifications established at pay grade A13 or below are eligible to work out of classification as a Patient Attendant (per diem employees are not eligible).
 - c. The manager of the employee's home cost center and the manager making the request both must agree to allow the employee to work out of classification. The home cost center manager should consider the performance and conduct of the employee and any operational issues before granting approval. Both managers are also responsible for ensuring appropriate documentation (e.g., signed job description, competencies, or other regulatory requirements) are met.
 - d. The employee working out of classification must voluntarily agree to work extra shifts on a date and time that he/she is not scheduled to work in his/her home cost center. Employees are prohibited from calling off or using leave time to work in another classification. In addition, working in another classification cannot impact his/her regularly scheduled shifts in his/her home cost center. Such conduct will result in severe disciplinary action including suspension pending termination.
 - e. Working out of classification must be at a time that does not create a double back situation.
 - f. The receiving department leader must ensure all applicable federal, state, local, regulatory, and job description requirements are met at the time of the employee working out of classification.
2. All expenses incurred for working an employee out of classification will be paid by the cost center where the employee worked. The employee is to be compensated at the regular rate of pay of his/her permanent classification including any differential (based on the hours worked) or overtime premiums, if applicable.



POLICY TITLE: Position Classification and Compensation Plans

Review Date:	By:	Description:
7/2022	Ricky Russell	Reviewed. Formatting changes. Added H(f)
2/2024	Ricky Russell	Clarified language in regards to compensation plans, employment contracts. Added ability for CEO to adjust salaries for topped out or over top employees.
10/2024	Ricky Russell	Modified Section F language for promotions and demotions. Modified language regarding economic benefits for all non-union represented classifications. Section G. Content changes – Revised corrective action to match new Hospital Requirement Matrix. Revised Section E2 to allow for UMC offer different economic and non-economic benefits for non-represented classifications. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Recording Time Through Electronic Time Clocks
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 7/1995	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC Employees

PURPOSE

All UMC employees are required to record their time through the electronic time clock system unless authorized by the Chief Executive Officer as exempt from clocking in or out. Employees exempt from overtime compensation must clock in but are not required to clock out. The following policy applies to employees who are required to clock in and out for all hours worked.


POLICY

1. Hourly employees are required to clock in at the start of their shift (not more than seven minutes prior to the start of the shift) and are required to clock out at the end of their shift (not more than seven minutes after the end of the assigned shift).
 - a. Hourly employees who fail to clock in and are ready to perform work at the beginning of their assigned shift shall receive a tardy for that shift.
 - b. Hourly employees are not authorized to clock out prior to the end of their shift. Clocking out prior to the end of the assigned shift is considered stopping work prior to the end of the shift and the employee may receive disciplinary action. Employees are not authorized to clock out prior to the end of the assigned shift unless authorized to do so by their supervisor.
2. Hourly employees are required to clock out and clock back in for the lunch period and when leaving the hospital premises for non-work related reasons (i.e., family emergencies, doctor's appointments, etc.).
3. Any employee needing to make a correction to the time record (e.g. missed and/or incorrect punches) must complete and submit an *Employee Time Exception Report* to management within 24 hours of the event or by the end of the employee's next schedule shift, whichever is sooner. The *Employee Time Exception Report* must be an accurate reflection of the time worked. Failure to submit an accurate report and or in a timely manner is a violation of policy hospital policies and procedures.
4. Any employee attending off-site training during scheduled work time, or attending other off-site hospital business are not required to clock in, unless or until, they report to their work place. If the employee is offsite for the entire shift, then there is no requirement to clock in. The employee's supervisor is responsible to ensure the employee's payroll records accurately reflect the reason for payment (and subsequent no clock in).



POLICY TITLE: Recording Time Through Electronic Time Clocks

Review Date:	By:	Description:
7/2022	Ricky Russell	Formatting changes. Reviewed. No content change.
10/2024	Ricky Russell	Added paragraph #3 regarding time exception forms and time frame to submit. Vetted by Chief Human Resources Officer.

	POLICY TITLE: Recruitment and Selection Program
MANUAL: Human Resources	POLICY OWNER: Chief Human Resources Officer
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 11/2024

SCOPE

All UMC employees.

PURPOSE

Human Resources shall administer a recruitment and selection program for the recruitment of applicants for employment with UMC in accordance with all applicable federal and state laws and regulations, and affirmative action programs.

POLICY

1. Recruitment shall be one of the following types:
 - a. **INTERNAL RECRUITMENT:** a promotion, demotion or transfer opportunity opened to current full-time, part-time or per diem UMC employees only.
 - b. **REGULAR RECRUITMENT:** open to all interested applicants.
2. Human Resources shall determine the methods to be used in recruitment and may postpone, cancel, extend or otherwise modify the recruitment efforts as circumstances indicate. A department leader intending to fill a new or existing position, change FTE status of apposition, reclassify a position, shall notify their appropriate recruiter to launch the process. Any such postings or changes must be approved in the staffing standard for the department, or approved by the Workforce Planning Committee, before the Recruitment team is authorized to move forward.
3. The filing period for a non–union represented job announcement will be determined by Human Resources. These positions may close without notice once a sufficient number of qualified applications have been received.
4. When anticipated that the applicant group will greatly exceed the anticipated vacancies, Human Resources may restrict recruitment to limit the number of applicants by:
 - a. establishing a shorter filing period; and/or
 - b. specifying a maximum number of applications that will be accepted and closing the recruitment when that number is reached.
5. Job listings for all recruitments shall available in Human Resources, on the job posting board near the cafeteria and on the UMC website. Announcements shall be given such other publicity as deemed warranted to attract a significant number of qualified candidates to compete.



POLICY TITLE: Recruitment and Selection Program

6. Job announcements shall describe the duties of the position, minimum qualifications, salary range as deemed necessary, open and closing date for accepting applications and such other information as Human Resources considers appropriate.

Section B. Applications

1. An official online application form must be filled out completely and signed by the applicant. Applicants who complete online applications must attest that all information contained therein is true and accurate. Filed applications become the property of UMC and shall not be returned to the applicant. A separate and complete application is required unless otherwise specified in the job announcement.

2. Applications are only received by Human Resources for posted positions during the filing period. All applications must be received prior to the recruitment closing date and time.

3. All applicants must meet the minimum requirements and preferences, when applicable, as stated on the job announcement to be eligible for the position. Applicants may be required to submit evidence of education, training, licensure or special qualifications used to determine eligibility for the position.

4. Human Resources may disqualify an applicant, refuse to certify an applicant for an interview or remove an applicant who:

- a. is determined to lack any of the job requirements stated on the job announcement for the recruitment; or
- b. has committed conduct not compatible with UMC employment; or
- c. has made false or misleading statements or omissions of material fact on the application; or has used, or attempted to use, any unfair method to obtain an advantage in a recruitment or appointment; or
- d. has directly or indirectly obtained confidential information regarding the content of interview; or
- e. has failed to submit an accurate and fully completed application within the prescribed time limits; or
- f. has been dismissed for cause from a position at UMC or any other public or private employer similar to the position applied for at UMC; or
- g. has a recent criminal conviction, which is substantially related to the qualifications, functions or duties of the position for which an application is being made. UMC acknowledges that a record of conviction alone will not necessarily bar someone from employment and will consider factors such as: 1) the length of time that has passed since the offense; 2) age at the time of the offense; 3) the severity and nature of the offense; 4) the relationship of the offense to the position for which was offered; and 5) evidence of rehabilitation; or



POLICY TITLE: Recruitment and Selection Program

- h. has, within the past two (2) years, unsuccessfully completed a pre-employment drug screen for UMC, except as provided for under the American's with Disabilities Act of 1990; or
- i. is identified as ineligible due to sanctions by the Office of Inspector General or by the Excluded Parties List System; or
- j. has been disqualified from a previous position during the background check process; or
- k. has made a verbal or physical threat to staff, harassing communications, disparaging comments or other unprofessional conduct.

5. A person whose application is rejected for failure to meet minimum qualifications shall be notified of the reason for rejection. Applicants who believe they meet the minimum qualifications for a position and receive the above cited notification may request in writing to the Human Resources recruiter within seven (7) calendar days of the date of the notification to have their application re-evaluated. Human Resources will notify the applicant within seven (7) calendar days of receipt of the written request, of the decision based on the re-evaluation. Decisions reviewed and approved by Human Resources Director or Chief Human Resources Officer are considered final.

Section C. Inquiries into Minority Status

- 1. At the request of UMC, all applicants are asked to complete the Affirmative Action Questionnaire to comply with the United States Government EEO requirements.
- 2. The applicant's completion of the questionnaire is voluntary and failure to complete this section of the application will not adversely affect future employment opportunities.
- 3. The information requested will be made available to authorized personnel to be utilized for research and reporting purposes only.

Section D. Eligibility Lists

- 1. The names of applicants for employment who qualify for the recruitment shall be placed on the appropriate eligibility lists.
- 2. Eligibility lists will usually remain in effect for ninety (90) calendar days, but may be changed at the discretion of Human Resources and the appropriate department manager.
- 3. Eligibility lists for all recruitments shall be in effect from the date the applicant was placed on the eligibility list.
- 4. The duration of recall eligibility lists due to layoffs shall be a maximum of two (2) years based on length of service.



POLICY TITLE: Recruitment and Selection Program

5. The Chief Human Resources Officer, or designee, may remove from eligibility lists the names of applicants who:
 - a. request to have their names removed from an eligibility list or state that they are not interested in employment in that classification; or
 - b. fail to respond to an invitation for a pre-employment interview; or
 - c. are appointed to permanent positions in the classification for which their names were on an eligibility list. This does not apply to those eligible who are appointed to temporary positions; or
 - d. declines two (2) interviews for the same job classification within one (1) year; or
 - e. for any of the reasons listed in Section B.4 of this policy.

6. Eligibility Lists for permanent positions will be established in the following manner:
 - a. **Department Recall List:** The departmental recall eligibility list for each classification shall consist of employees and former employees of the department having permanent status and who were laid off or who were reduced in grade as a result of layoff. Such lists shall take precedence over all other eligibility lists.
 - b. **Recall List:** The general recall eligibility lists for each classification shall consist of the names of employees and former employees of UMC who are on active recall lists. Such lists shall take precedence over all other eligibility lists, except departmental recall lists.
 - c. **Active Lists:** The names of applicants who meet at least the minimum qualifications shall be placed on eligibility lists for that position. The eligibility list will normally remain in effect for approximately ninety (90) calendar days, unless the position is re- posted sooner at the request of the hiring authority or at the discretion of Human Resources.
 - d. **Certification List:** The names of the most qualified applicants who meet the minimum and the preferred skills for the position will be placed on an active certification list for that position and will be forwarded to the department for an interview.

Section E. Candidate Referral

When a vacancy is to be filled, other than by demotion or emergency appointment, the hiring authority shall notify Human Resources. Following receipt of an approved requisition, Human Resources shall determine which candidates to be referred, based on bona fide occupational qualifications or special skills required by the position. Human Resources will determine the method and standards used to evaluate applicants' qualifications.

1. Eligible candidates shall be referred to fill permanent vacancies in the following order:
 - a. Departmental Recall Eligibility List



POLICY TITLE: Recruitment and Selection Program

- b. Recall Eligibility List
- c. Certification List

If a departmental recall eligibility list is used, Human Resources shall refer personnel in accordance with the recall section of the appropriate collective bargaining agreement or this manual. Human Resources may remove from a departmental recall list the name of any person who waives employment after referral.

2. Only applications of the most qualified candidates will be referred to the department initially for hiring manager or SME review. All applicants on the certification list should be interviewed unless documented and proper justification is approved by Human Resources prior to declining the candidate for interview. The written justification should explain the applicant lack of at least one of the following: experience, education, knowledge, skills, abilities, certifications, licensures or other job competency specific reasons related to the specific recruitment. Documentation will be made in the applicant tracking system for record keeping purposes of the justification made by the hiring department.
3. All current UMC employees who are certified for interview in a specific recruitment must be interviewed unless disqualified due to other reasons outlined in this policy.
4. If more than one vacancy is to be filled, the base number of candidates to be referred shall be determined by Human Resources. The names of the most qualified candidates will be certified to the department. All applicants certified to a department will be interviewed.
5. Human Resources will submit the certification list to the hiring department and the hiring authority shall notify applicants chosen for pre-employment interviews.
6. When an applicant has been passed over a total of two (2) times for employment or in the past one hundred and eighty (180) days for the same position by the same hiring authority, with the appropriate justification, Human Resources may remove the name of that applicant from the certification list to that hiring authority.
7. Human Resources may refer qualified persons from sources that are deemed appropriate to fill temporary positions.
8. Pre-employment assessments or testing may be required for some positions, prior to job offer.

Section F. Interviews

1. An interview schedule for those on the certification list should be provided to Human Resources or be accessible for viewing through the self-scheduling option in the ATS prior to the commencement of the interviews.
2. The hiring authority will notify and interview, or provide a reasonable opportunity for an interview to each applicant whose name appears on the certification list prior to making a selection. Initial contact with the candidate must be made within three (3) business days by the hiring department for interview scheduling. Those candidates not selected for interview must be clearly identified using Section E,



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Paragraph 2 guidelines.

3. All interview notes, questions, rating guides, responses, score sheets and related materials generated during the interview process will be submitted to Human Resources. Job offers may not be extended until all selection documentation is submitted.
4. No testing/examinations will be administered by the hiring department without involvement and approval by Human Resources.

Section G. Selections and Appointments

1. The Chief Executive Officer or designee must approve vacancies to be filled prior to appointment (see Human Resources Procedure "*Requisition for Personnel*").
2. The hiring authority shall interview each applicant referred before making a competitive selection.
 - a. If two (2) unsuccessful documented attempts to contact a candidate occur, then the hiring authority shall notify Human Resources in order to remove candidate from consideration. `
 - b. Human Resources may approve other non-discriminatory objective reasons to disqualify a candidate from consideration.
 - c. After making a selection, Human Resources shall notify each applicant interviewed of the results.
3. With the approval of Human Resources, a person may be appointed temporarily to fill a regularly established benefitted position. No person shall achieve full time, part time, or per diem status solely as a result of appointment to a temporary position.
4. Per Diem Appointments: Beginning with the 2081st hour worked, a part-time or per diem employee, upon written request, shall be entitled non-competitively to the next available regular full-time or part-time position in his/her classification. Restrictions may apply in accordance with the appropriate collective bargaining agreement.
5. In the event that the standard recruitment procedure would, in an emergency situation, delay or impair efficiency of UMC operations, the hiring authority, with approval from Human Resources and the Chief Executive Officer, may make emergency appointments for the duration of the emergency and for a time thereafter sufficient to permit an orderly return to the normal conduct of business. When such emergency appointments are made, the hiring authority shall immediately notify Human Resources, naming the appointees, dates of appointment, classification in which hired, duties of the positions to which appointed and the nature of the emergency. No person shall automatically achieve full or part time status as a result of an emergency appointment.
6. Human Resources may make involuntary, inter-departmental transfer of employees in the same classification or salary grade for the purpose of reorganizations, changes in workload or for the well-being of UMC, after notification and approval of the affected Administrator and department head.



POLICY TITLE: Recruitment and Selection Program

7. UMC may appoint employees of an agency whose functions have been assumed by UMC under the following conditions:
 - a. Human Resources has determined the proper classifications for the positions; and
 - b. employees of the agency shall serve a probationary period; and
 - c. no time served in the agency prior to appointment as a UMC employee shall apply toward the computation of seniority without the written authorization of the Chief Executive Officer and based on a recommendation from Human Resources.

Section H. Offers of Employment

1. All offers of employment will be made by Human Resources.
2. The hiring authority will return the certification list and interview questions/responses to Human Resources. A tentative offer of employment will be made in compliance with the pre-employment/post offer protocols.
3. Salary recommendations will be made by Human Resources following current internal pay practices. Human Resources or the department/unit managers requesting a salary rate above the salary rate parameters established by Human Resources must submit the request in writing to Human Resources who will make a recommendation of approval or denial to the Division Head and CEO or designee. The CEO or designee has final approval on any salary above the normally established rate to be offered.
4. Once the tentative offer of employment has been made to a non-UMC employee, the selected candidate will generally be required to complete pre-employment drug testing within 72 hours, background check consent paperwork and a pre-employment physical/employee health review. Confidential documents, such as employee background checks and drug testing results, may be unavailable for employees hired prior to 2017.
5. The tentative offer of employment shall be withdrawn if:
 - a. the applicant fails to complete the pre-employment drug screen within seventy-two (72) hours of the date and time the tentative offer was made without an approved extension, or
 - b. the applicant fails to submit to a background check during the hiring process, or
 - c. the applicant fails either the pre-employment drug screen or the background check or pre-employment physical, or
 - d. the results of the applicant's pre-employment drug screen indicate the presence of marijuana (THC), and the applicant applied for a position that UMC has determined could adversely affect the safety of others (*See UMC Safety-Sensitive Positions List*), or
 - e. the applicant is unable to attend new hire orientation within a specified period of time



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mutually agreed upon by Human Resources.

Section I. Training Under-Fills

1. Training under-fills are alternate staffing patterns that establish entry or intermediate duty levels when:
 - a. it is consistently difficult to attract sufficient numbers of qualified applicants at the full performance level; or
 - b. significant gaps exist in normal career patterns for occupations unique to UMC's service; or
 - c. by hiring manager or Human Resources request
2. Training under-fills must comply with the following requirements:
 - a. The under-fill position level must be established at or below the pay grade of the full performance/budgeted level; and
 - b. The position must be recruited as a training under-fill. The announcement must clearly indicate that the position is an under-fill position and that upon satisfactory performance and completion of the training agreement, within a specific time frame, will lead to a noncompetitive promotion. The higher level classification of the position must also be indicated on the announcement; and
 - c. The selected applicant does not have to meet all of the experience and education requirements of the higher level position at time of hire into the under-fill position. However, he/she must meet the critical, directly related position requirements determined by Human Resources to be essential to acquiring, through on-the-job training, the skills and knowledge of the higher level classification; and
 - d. The under-fill position cannot exist beyond two (2) years. Employees hired into a training under-fill position will serve in the under-fill classification no more than two (2) years, except for specified classifications as determined by Human Resources.
3. Applicants hired into training under-fill position(s) shall serve a probationary period. Should an employee who has successfully completed the probationary period then fail to meet the training requirements, he/she may be terminated following the process as outlined in the appropriate collective bargaining agreement or Human Resources Policies and Procedures.

Section J. Employment Eligibility Verification Form I-9

1. Human Resources shall administer the employment eligibility verification program to verify each employee's eligibility for employment in the United States in accordance with the Immigration Reform and Control Act (IRCA), as amended and the Homeland Security Act, as amended.
2. All new UMC employees must comply with the IRCA/USCIS by completing Form I-9 to verify their eligibility for employment in the United States. UMC will also verify employment eligibility using the DHS



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E-Verify system. Any employee rehired within three (3) years of the initial hire, may not be required to complete a new I-9, provided the information on the old I-9 indicates that the person is still authorized to work. However, such employee may be required to complete a new I-9 for E-Verify purposes.

3. Employees accepting a job with UMC shall be told at that time they will need to complete Form I-9 and present original copies of documents that establish identity and employment eligibility. The employee must bring acceptable documents as defined in the IRCA/USCIS to the Human Resources Department and complete a Form I-9 within three (3) business days of the date of hire.
 - a. Human Resources will examine the document to ensure they are genuine and make copies to be attached to the completed I-9 form.
 - b. Employees who fail to comply with the law will not be placed on payroll (officially hired) until they have provided all required documentation and completed the I-9 form. Failure of an employee to abide by verification requirements or timelines will result in the employment offer being withdrawn or failed probation.
 - c. After hire, an employee who fails to provide Human Resources with current immigration documents seven (7) calendar days prior to the expiration of the previous immigration document shall be prevented from working until receipt of the required documents. Failure to provide the required document for more than 30 calendar days after the expiration date of the original documents shall result in the employee being suspended pending termination. All immigration documents shall be presented in Human Resources at least seven (7) calendar days prior to the expiration of the current document to prevent the employee from being suspended.

Section K. Licensure, Certification, Registration

1. Candidates for employment must possess and maintain current all required licensures, certifications and/or registrations identified as a bona fide occupational qualification.
2. Candidates for specific positions requiring licensure, certification and/or registration are responsible for providing the appropriate document(s) prior to employment. Human Resources will ensure appropriate and accurate documentation is provided before an applicant is hired.
3. The employee is responsible for presenting the original of the renewed license, certification and/or registration to his/her manager and a copy to Human Resources at least seven (7) calendar days prior to the expiration date. The department manager will make a copy for the department's files and will return the original to the employee.
4. Failure of an employee to provide licensure by seven (7) calendar days after expiration of the existing licensure will result in discipline up to and including suspension pending termination/termination.
5. Employees achieving licensure, certification and/or registration must report the achievement to their manager who will verify the accuracy of the documents. The employee will be required to produce evidence and submit it to Human Resources to be placed in the employee's official personnel file.



POLICY TITLE: Recruitment and Selection Program

Section L. Residency and Vehicle Registration Ordinance

1. Candidates hired into a benefitted position will be required to establish and maintain a principle place of residency within the boundaries of Clark County within 90 days of initial employment with UMC, provide proof that a Nevada driver's license has been obtained and each private vehicle has been registered with the State of Nevada Department of Motor Vehicles.
2. Human Resources will notify all new hires of acceptable documents and will examine the documents to validate residency and vehicle registration requirements at time of new hire processing.
3. After hire, an employee who fails to provide proof of residency and vehicle registration to Human Resources within 90 calendar days of hire shall result in the employee being terminated. Exceptions may apply to the following:
 - a. Employees who are unable to provide documents establishing proof of residency due to living with someone, will be required to sign a residential affidavit of exemption.
 - b. Employees who do not drive in Nevada or do not own a motor vehicle subject to the motor vehicle registration laws will be required to sign an affidavit of exemption.
 - c. Employees who have been granted a waiver from the County Manager as approved by the Board of County Commissioners.
 - d. Employees covered by an applicable federal law that may qualify for an exemption.
4. In accepting employment with UMC, the employee agrees that authorized representatives of UMC may access the databases of the State of Nevada Department of Motor Vehicles to verify motor vehicle registration information and driver's license information.

Section M. Employment Incentive Program

1. Human Resources shall administer an Employment Incentive Program as a recruitment tool when qualified candidates are scarce. Eligible classifications will be defined by Administration in consultation with Human Resources.
2. Eligibility requirements shall be set by Administration on a case-by-case basis.

Section N. Relocation Assistance Program

1. Human Resources shall administer the Relocation Assistance as a recruitment tool. Classifications eligible for relocation expenditure reimbursement will be defined by Administration in consultation with Human Resources. Eligibility requirements shall be set by Hospital Administration on a case by case basis.



POLICY TITLE: Recruitment and Selection Program

Review Date:	By:	Description:
5/2022	Ricky Russell	Reviewed. Formatting Changes. Added H(5)(d)
8/2023	Rosalind Bob	Added retention information for confidential documents. Vetted by HR
10/2024	Ricky Russell	Added language in #2 regarding staffing standards, and removed language regarding qualifying reviews. Section K. Content change – Added (4) correction action for non-compliance with license requirement. Vetted by Chief Human Resources Officer.

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

Issue: Physician & Non-Physician Provider Traditional Compensation Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the revisions the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan, which includes modest changes; and take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The substantive changes to this Compensation Plan are:

1. Update the Administrative Leave Days “ALD” language to accrue on first year of hire, and then annually awarded each year after. Also, strengthen the language on intended uses for ALD’s.
2. The revised plan is anticipated to be effective on or January 1, 2025, and will cover existing and future employees within the identified classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their November 18, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

**PHYSICIAN AND NON-PHYSICIAN PROVIDER
TRADITIONAL COMPENSATION
AND BENEFITS PLAN**

June 1, 2024

Mason Van Houweling –
Chief Executive Officer (“CEO”)

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 (“UMC”)
PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND
BENEFITS PLAN (the “Compensation Plan”)**

Compensation Plan and Employees Covered:

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

<ul style="list-style-type: none">• Medical Director, Anesthesiologist	<ul style="list-style-type: none">• Medical Director, Radiologist
<ul style="list-style-type: none">• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma	<ul style="list-style-type: none">• Certified Registered Nurse Anesthetists (CRNA)
<ul style="list-style-type: none">• Radiologist – Diagnostic, Interventional, Neurointerventional	<ul style="list-style-type: none">• Radiology APP
<ul style="list-style-type: none">• Medical Director, General Medicine Hospitalist• General Medicine Hospitalist	<ul style="list-style-type: none">• Hospitalist APP
<ul style="list-style-type: none">• Medical Director, Emergency Physician• Emergency Physician	

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

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

Fair Labor Standards Act (FLSA) Exemption:

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

At-Will Employment

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

Voluntary Resignation

All employees covered by this plan document are encouraged to provide a minimum of sixty (60) days notice of a voluntary resignation.

Compensation and Benefits:

Compensation

During the term of employment, Physicians and Non-Physician Providers shall be eligible for a compensation package at a rate consistent with the pay ranges listed in the Appendices, as may be amended from time to time. The Appendices further sets forth a compensation package that will not exceed the 75th percentile (or 90th percentile when factors such as shortages or otherwise hard-to-fill positions justify) based upon national and regional physician and midlevel compensation survey benchmarks (e.g., Sullivan Cotter, MGMA).

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

The employee's base salary shall be re-evaluated bi-annually (i.e., every other year), consistent with the methodology set forth above.

The CEO (or designee) may authorize bonuses (e.g., sign-on, relocation, etc.), subject to existing UMC Human Resources Policies and Procedures, and provided it is consistent with fair market value.

Work Schedules:

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

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

Extra Shift/Hours Compensation:

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

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

On-Call Coverage:

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

Annual Evaluations:

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

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

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

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

Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs).

Appropriate use of ALDs include sick days, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, transferred to other ineligible classifications or statuses, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employee's under this Compensation Plan will receive ALDs as follows:

Employment Status*	# Regularly scheduled shifts per month	# of ALDs
Part-Time	Up to 14	7
	15-19	15
Full-Time	Up to 19	15
	20+	30

*- an Employee's employment status is determined by UMC Human Resources and is set forth in the applicable offer letter/contract of employment.

An employee's time-off may differ in accordance with their at-will employment agreement. Physicians accruing CAL upon final approval and implementation of this September 1, 2023 Compensation Plan will retain any accrued CAL time and will be required to exhaust such time prior to the use of any ALDs. CAL accrued prior to implementation of this September 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

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

Extended Illness Bank (EIB):

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

Miscellaneous Leaves:

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

Group Insurance:

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

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

Retirement:

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

Continuing Medical Education (CME):

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

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

Conflict of Interest:

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

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

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

Professional Standards:

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

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

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

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

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

UMC is an equal opportunity employer and will not tolerate discrimination on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity or expression, and/or genetic information in employment. In accordance with state and federal

laws, the UMC Governing Board is committed to an Equal Opportunity, Affirmative Action and Sexual Harassment Policy to prohibit unlawful discrimination.

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

Appendix 1*

Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

Appendix 2*

Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – Radiology					
Medical Director	Based on specialty ⁶	N/A	N/A	N/A	Based on specialty ⁶
Diagnostic Radiologist	\$477,179 - \$706,867	EEs regular hourly rate	\$41.67 p/h	EEs hourly rate if on-call and called back to facility	\$294 p/h
Interventional Radiologist	\$511,856 - \$761,311		\$41.67 p/h		\$336 p/h
Neurointerventional Radiologist	\$497,909- \$725,609		\$58.33 p/h		\$338p/h
APP	\$122,667 - \$154,050		\$13.00 p/h		\$67 p/h

*Appendix 2 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

¹ Offers are based on years of experience.

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

⁶ The Medical Director will be hired under their specialty classification range. They will receive additional compensation based on the number of hours they are expected to work as a Medical Director for that month. Generally, this will be set at 20 hours per month, and the hourly rate will range from \$303-\$395 based on specialty.

Appendix 3*

Hospitalist - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – General Medicine					
GM Medical Director	\$306,000 - \$358,368	N/A	N/A	N/A	N/A
GM Hospitalist	\$285,000 - \$327,767	EEs regular hourly rate	N/A	EEs hourly rate if on-call and called back to facility	EEs Hourly Rate plus 15%
GM APP	\$126,040-\$147,841		N/A		

*Appendix 3 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

Appendix 4*

Emergency Medicine - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – Emergency Medicine					
EM Medical Directors	\$315,732-\$486,303	EEs regular hourly rate	N/A	N/A	N/A
(FT) EM Physician	\$315,732-\$437,672				PT EEs Hourly Rate plus 15%
(PT) EM Physician (1456 hrs.) **	\$207,452-\$323,983				
EM APP	\$109,652-\$177,252				

*Appendix 4 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

**Part-time employment is determined to be 1456 hours /0.7 FTE (182 8-hour shifts annually).

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

**PHYSICIAN AND NON-PHYSICIAN PROVIDER
TRADITIONAL COMPENSATION
AND BENEFITS PLAN**

June 1, 2024

Mason Van Houweling –
Chief Executive Officer (“CEO”)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 (“UMC”)
PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND
BENEFITS PLAN (the “Compensation Plan”)

Compensation Plan and Employees Covered:

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

<ul style="list-style-type: none">• Medical Director, Anesthesiologist	<ul style="list-style-type: none">• Medical Director, Radiologist
<ul style="list-style-type: none">• Anesthesiologist - Obstetric, General/OR, Pediatric, CVT, Trauma	<ul style="list-style-type: none">• Certified Registered Nurse Anesthetists (CRNA)
<ul style="list-style-type: none">• Radiologist – Diagnostic, Interventional, Neurointerventional	<ul style="list-style-type: none">• Radiology APP
<ul style="list-style-type: none">• Medical Director, General Medicine Hospitalist• General Medicine Hospitalist	<ul style="list-style-type: none">• Hospitalist APP
<ul style="list-style-type: none">• Medical Director, Emergency Physician• Emergency Physician	

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

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

Fair Labor Standards Act (FLSA) Exemption:

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

At-Will Employment

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

Voluntary Resignation

All employees covered by this plan document are encouraged to provide a minimum of sixty (60) days notice of a voluntary resignation.

Compensation and Benefits:

Compensation

During the term of employment, Physicians and Non-Physician Providers shall be eligible for a compensation package at a rate consistent with the pay ranges listed in the Appendices, as may be amended from time to time. The Appendices further sets forth a compensation package that will not exceed the 75th percentile (or 90th percentile when factors such as shortages or otherwise hard-to-fill positions justify) based upon national and regional physician and midlevel compensation survey benchmarks (e.g., Sullivan Cotter, MGMA).

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

The employee's base salary shall be re-evaluated bi-annually (i.e., every other year), consistent with the methodology set forth above.

The CEO (or designee) may authorize bonuses (e.g., sign-on, relocation, etc.), subject to existing UMC Human Resources Policies and Procedures, and provided it is consistent with fair market value.

Work Schedules:

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

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

Extra Shift/Hours Compensation:

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

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

On-Call Coverage:

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

Annual Evaluations:

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

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

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

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

Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs).

Appropriate use of ALDs include sick days, ~~holidays~~, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, ~~transferred to other ineligible classifications or statuses~~, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

ALDs will be awarded ~~on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. -and thereafter each January 1st of the following calendar year-~~ Eligible Employees-employee's under this Compensation Plan will receive ALDs as follows:

Employment Status*	# Regularly scheduled shifts per month	# of ALDs
Part-Time	Up to 14	7
	15-19	15
Full-Time	Up to 19	15
	20+	30

*- an Employee's employment status is determined by UMC Human Resources and is set forth in the applicable offer letter/contract of employment.

An employee's time-off may differ in accordance with their at-will employment agreement. Physicians accruing CAL upon final approval and implementation of this September 1, 2023 Compensation Plan will retain any accrued CAL time and will be required to exhaust such time prior to the use of any ALDs. CAL accrued prior to implementation of this September 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

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

Extended Illness Bank (EIB):

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

Miscellaneous Leaves:

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

Group Insurance:

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

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

Retirement:

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

Continuing Medical Education (CME):

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

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

Conflict of Interest:

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

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

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

Professional Standards:

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

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

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

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

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

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

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

Appendix 1*

Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

Appendix 2*

Radiology - Pay Grades/Ranges & Additional Compensation

Position/Specialty	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – Radiology					
Medical Director	Based on specialty ⁶	N/A	N/A	N/A	Based on specialty ⁶
Diagnostic Radiologist	\$477,179 - \$706,867	EEs regular hourly rate	\$41.67 p/h	EEs hourly rate if on-call and called back to facility	\$294 p/h
Interventional Radiologist	\$511,856 - \$761,311		\$41.67 p/h		\$336 p/h
Neurointerventional Radiologist	\$497,909- \$725,609		\$58.33 p/h		\$338p/h
APP	\$122,667 - \$154,050		\$13.00 p/h		\$67 p/h

*Appendix 2 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

¹ Offers are based on years of experience.

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

⁶ The Medical Director will be hired under their specialty classification range. They will receive additional compensation based on the number of hours they are expected to work as a Medical Director for that month. Generally, this will be set at 20 hours per month, and the hourly rate will range from \$303-\$395 based on specialty.

Appendix 3*

Hospitalist - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – General Medicine					
GM Medical Director	\$306,000 - \$358,368	N/A	N/A	N/A	N/A
GM Hospitalist	\$285,000 - \$327,767	EEs regular hourly rate	N/A	EEs hourly rate if on-call and called back to facility	EEs Hourly Rate plus 15%
GM APP	\$126,040- \$147,841		N/A		

*Appendix 3 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

Appendix 4*

Emergency Medicine - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – Emergency Medicine					
EM Medical Directors	\$315,732-\$486,303	EEs regular hourly rate	N/A	N/A	N/A
(FT) EM Physician	\$315,732-\$437,672				PT EEs Hourly Rate plus 15%
(PT) EM Physician (1456 hrs.) **	\$207,452-\$323,983				
EM APP	\$109,652-\$177,252				

*Appendix 4 may be amended from time to time, with Board approval, to reflect new employment physician specialties based upon compensation rates that are consistent with FMV.

**Part-time employment is determined to be 1456 hours /0.7 FTE (182 8-hour shifts annually).

¹ Based on years of experience

² On-call unrestricted shifts in excess of the number required per agreement – **note:** If an employee is placed on a restricted call shift (i.e., where employee is required to be onsite) the employee will be paid at their standard base hourly rate of pay.

³ EE must be on an On-call shift and called to return to facility to perform work

⁴ Applicable only to those hired into a per-diem classification

⁵ See extra shift/hours on page 2 of this document

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

Issue: Physician & Non-Physician Provider Productivity (wRVU) Compensation Plan and Benefits Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the revisions the revisions to the Physician & Non-Physician Provider (wRVU) Productivity Compensation and Benefits Plan, which includes modest changes; and take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The substantive changes to this Compensation Plan are:

1. Update the Administrative Leave Days “ALD” language to accrue on first year of hire, and then annually awarded each year after. Also, strengthen the language on intended uses for ALD’s.
2. The revised plan is anticipated to be effective on or January 1, 2025, and will cover existing and future employees within the identified classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their November 18, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

7

UNIVERSITY MEDICAL CENTER

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

January 1, 2025

Mason Van Houweling - Chief Executive Officer

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

Productivity Plan and Employees Covered:

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

- Orthopedic Physician (Non-Surgeon)
- Orthopedic Trauma Surgeon
- Orthopedic Surgeon
- Transplant Surgeon
- Hepatologist
- General & Trauma Surgeon
- Nurse Practitioner/Physician Assistant (Ortho)
- Nurse Practitioner/Physician Assistant (Transplant)
- Nurse Practitioner/Physician Assistant (Hepatology)

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

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

employment. In the event of a conflict between this compensation plan and the employee's employment contract, the terms of this Productivity Plan will control provisions set forth herein.

Fair Labor Standards Act (FLSA) Exemption:

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

Compensation and Benefits:

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

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

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

Productivity Compensation:

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

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

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

Annual Quality Incentive Bonus:

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

On-Call Trauma Coverage:

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

Annual Evaluations:

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

Work Schedules:

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

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

Physicians

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

ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st. Eligible employees under this Compensation Plan will receive ALDs as follows:

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

Employee's time-off may differ in accordance with his or her at-will employment agreement. Physicians accruing CAL upon final approval and implementation of the July 1, 2023 Compensation Plan will retain any accrued CAL time, and will be required to exhaust such time prior to use of any ALDs. CAL accrued prior to implementation of this July 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

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

Extended Illness Bank (EIB):

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

Miscellaneous Leaves:

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

Group Insurance:

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

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

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

Continuing Medical Education (CME):

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

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

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

Conflict of Interest:

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

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

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

Professional Standards:

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

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

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

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

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

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

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

Appendix 1 *

Pay Grades and Annual wRVU Threshold

Position	Base Salary Range	wRVU Threshold	wRVU Rate	Max TCC
SPECIALTY – ORTHOPEDICS				
<i>Experienced/Board Certified</i>				
Trauma Surgeon	\$554,841.75 - \$652,755.00	9,525	\$80.33	\$933,726.00
Ortho Specialty	\$484,618.15 - \$570,129.00	10,992	\$71.23	\$933,726.00
Ortho Sports	436,667.95- 513,727.00	9,766	\$72.37	\$908,081.00
Ortho – Medical	\$288,398.20 - \$339,292.00	6,642	\$67.94	\$698,839.00
<i>New Hires/Board Eligible</i>				
Trauma Surgeon	\$443,873.40 - \$522,204.00	7,620	\$80.33	\$933,726.00
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Ortho Sports	349,334.36- 410,981.60	7,813	\$72.37	\$908,081.00
Ortho – Medical	\$230,718.56 - \$271,433.60	5,314	\$67.94	\$572,000.00
NP/PA	\$124,181.60 - \$146,096.00	2,117	\$69.70	\$168,104.00
SPECIALTY – TRANSPLANT				
<i>Experienced/Board Certified</i>				
General Transplant Surgeon	\$368,504.75 - \$433,535.00	5,295	\$87.74	\$686,149.00
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General Transplant Surgeon	\$294,803.80 - \$346,828.00	4,236	\$87.74	\$686,149.00
NP/PA	\$122,620.15– \$144,259.00	3,059	\$44.36	\$163,682.00
SPECIALTY – HEPATOLOGY				
<i>Experienced/Board Certified</i>				
Hepatology	\$386,553.65 - \$454,769.00	5,316	\$97.83	\$642,751.00
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NP/PA	\$122,620.15 - \$144,259.00	3,059	\$44.36	\$163,682.00
SPECIALTY – SURGERY				
<i>Experienced/Board Certified</i>				
General Surgery	\$355,987.65 - \$499,670.00	6,847	\$72.23	\$627,184.00
Trauma Surgery	\$387,628.90 – \$530,200.00	6,208	\$88.11	\$640,380.00

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

UNIVERSITY MEDICAL CENTER

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

September 1, 2024 January 1, 2025

Mason Van Houweling - Chief Executive Officer

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

Productivity Plan and Employees Covered:

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

- Orthopedic Physician (Non-Surgeon)
- Orthopedic Trauma Surgeon
- Orthopedic Surgeon
- Transplant Surgeon
- Hepatologist
- **General & Trauma Surgeon**
- Nurse Practitioner/Physician Assistant (Ortho)
- Nurse Practitioner/Physician Assistant (Transplant)
- Nurse Practitioner/Physician Assistant (Hepatology)

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

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

employment. In the event of a conflict between this compensation plan and the employee's employment contract, the terms of this Productivity Plan will control provisions set forth herein.

Fair Labor Standards Act (FLSA) Exemption:

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

Compensation and Benefits:

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

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

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

Productivity Compensation:

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

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

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

Annual Quality Incentive Bonus:

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

On-Call Trauma Coverage:

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

Annual Evaluations:

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

Work Schedules:

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

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

Physicians

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

ALDs will be awarded on a pro-rated basis upon the first year of hire. Thereafter, the employee will receive their allotment of ALDs each January 1st and thereafter each January 1st of the following calendar year. Eligible ~~E~~employees under this Compensation Plan will receive ALDs as follows:

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

Employee's time-off may differ in accordance with his or her at-will employment agreement. Physicians accruing CAL upon final approval and implementation of the July 1, 2023 Compensation Plan will retain any accrued CAL time, and will be required to exhaust such time prior to use of any ALDs. CAL accrued prior to implementation of this July 1, 2023 Compensation Plan may not be converted to compensation, nor is it paid out upon separation of employment.

Non-Physician Providers

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

Extended Illness Bank (EIB):

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

Miscellaneous Leaves:

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

Issue:	Sixth Amendment to the CEO's Employment Agreement	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board the Sixth Amendment to the CEO's Employment Agreement; and make a recommendation for approval by the UMC Governing Board; and take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

No increase to current base compensation. Merit and incentive compensation will be made pursuant to annual evaluation as determined by the Governing Board. Funds to cover the costs of wages, benefits, and any increases will be budgeted.

BACKGROUND:

On December 17, 2014, the Governing Board approved the CEO's Employment Agreement setting forth the length of employment, as well as the compensation and benefits of Mason Van Houweling. Subsequently, on June 24, 2015, the First Amendment to the CEO's Employment Agreement was effective, and deleted and replaced Schedule B to the Employment Agreement to allow for a new set of performance objectives and related timeframes for evaluation.

On August 23, 2017, the Second Amendment to the CEO's Employment Agreement was effective and extended the length of the Employment Agreement to June 30, 2022. The Second Amendment resulted in no increase to the current base salary other than annual merit increases for the duration of the contract period, along with changes to the time periods for evaluation and payment of any earned incentive compensation. In addition, the process for the determination of annual goals was addressed.

On January 27, 2021, the Third Amendment to the CEO's Employment Agreement was effective and extended the length of the Employment Agreement to June 30, 2025. In consideration for extension of the Employment Agreement, UMC agreed to purchase twenty-four (24) months of service credits in the Public Employee Retirement System of Nevada ("PERS") on the CEO's behalf.

Cleared for Agenda
December 11, 2024

Agenda Item #

8

On March 30, 2022, the Fourth Amendment to the CEO's Employment Agreement was effective and amended to incorporate the UMC Management Compensation Plan policy (the "M-Plan") into the Employment Agreement.

On February 28, 2024, the Fifth Amendment to the CEO's Employment Agreement extended the term of the Agreement and allowed for the purchase of two additional years of PERS service credits as consideration for VANHOUWELING's retention as set forth therein.

This Sixth Amendment to the CEO's Employment Agreement will extend the term for one additional year and make changes to base salary compensation consistent with the M-Plan.

These revisions were reviewed by the Governing Board Human Resources and Executive Compensation Committee at their November 18, 2024 meeting and recommended for approval by the Governing Board.

SIXTH AMENDMENT EMPLOYMENT AGREEMENT

THIS SIXTH AMENDMENT, effective December 12, 2024 (“Sixth Amendment”), is made by and between, W. Mason Van Houweling, (hereinafter referred to as “VANHOUEWELING”), and University Medical Center of Southern Nevada, acting by and through its Governing Board (hereinafter referred to as “UMC”).

WHEREAS, the parties entered into the Employment Agreement effective on December 5, 2014 (hereinafter “Agreement”).

WHEREAS, the parties executed the First Amendment to the Agreement to amend provisions related to employee performance objectives and the evaluation process, effective June 24, 2015.

WHEREAS, the parties entered in the Second Amendment to the Agreement to extend the term of the Agreement and amend incentive compensation and other terms related to annual goals, effective August 23, 2017.

WHEREAS, the parties executed the Third Amendment to the Agreement to extend the term of the Agreement and provide for twenty-four (24) months of PERS Service Credits as consideration for employee retention, effective January 27, 2021.

WHEREAS, the parties executed the Fourth Amendment to the Agreement to incorporate certain Management Plan (the “M-Plan”) changes, effective March 30, 2022.

WHEREAS, the parties executed the Fifth Amendment to the Agreement to extend the term of the Agreement and to purchase two additional years of PERS service credits as consideration for VANHOUEWELING’s retention as set forth therein.

WHEREAS, the parties desire to further amend the Agreement with this Sixth Amendment in order to extend the term for one addition year and to make changes to base salary compensation consistent with the M-Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Agreement, the parties agree as follows:

1. Delete Section 1 in its entirety and replace it with the following:

Section 1. TERM. The term of the Agreement shall commence as of December 5, 2014 and, unless earlier terminated pursuant to this Agreement or by operation of law, shall terminate as of December 31, 2029.

2. Delete the first two sentences of Section 4.02 and replace it with the following:

UMC shall evaluate VANHOUWELING's performance during and through the end of each fiscal year. UMC shall commence an evaluation of VANHOUWELING no later than ninety (90) days after each fiscal year end, at which time UMC, in its sole and absolute discretion, may determine an increase to VANHOUWELING's base salary up to an amount set forth in the UMC Management Compensation Plan policy (the "M-Plan"), which is hereby incorporated by reference.

3. Delete the last two sentences of Section 4.03 and replace it with the following:

VANHOUWELING must be employed by UMC at the time the bonus is paid pursuant to this Section 4.03; provided however, in the event this Agreement did not terminate earlier and upon the expiration of the term of the Agreement, this Section 4.03 will survive such expiration for purposes of processing the incentive bonus to VANHOUWELING for Fiscal Year 2029. Notwithstanding the foregoing, no incentive bonus will be due VANHOUWELING for Fiscal Year 2030 to the extent this Agreement expires prior to the end of Fiscal Year 2030. The parties acknowledge and agree that in the event of any conflict between the M-Plan document and VANHOUWELING's Employment Agreement, the terms of this Employment Agreement shall control.

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

IN WITNESS WHEREOF, the parties have caused this Sixth Amendment to be executed.

Employee

Hospital Governing Board, University Medical
Center of Southern Nevada

W. Mason Van Houweling

John F. O'Reilly, Chairman

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

Issue: UMC Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the UMC Governing Board approve the Clinical Quality and Professional Affairs Committee’s recommendation for approval of the UMC Policy and Procedures Committee’s activities from its meetings held on October 2 and November 6, 2024; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on December 2, 2024, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee’s activities of October 2 & November 6, 2024, including the recommended creation, revision, and/or retirement of UMC policies and procedures and recommend for approval by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

9

October 2, 2024 Hospital Policy / Procedure Committee

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

Total of 39 Approved, 3 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Pediatric Stroke Protocol</u>	New	Approved as Submitted	Reviewed and formatted to Policy Template. Vetted by Pediatric Department.
<u>Pediatric Sedation Unit</u>	Revised	Approved as Submitted	Made provisions for the use on Intranasal Dexmedetomidine and changed Aldrete Scoring to Modified Aldrete Scoring to match what is in EPIC and what is being practiced. Vetted by Pediatric Department.
<u>CT Reconstruction of Images</u>	New	Approved as Submitted	New protocol created for CT reconstruction of images by work group that included: Chief of Staff, Chief Medical Officer, Medical Director of Imaging, Medical Director of Emergency Department, Director of Imaging Services, Executive Director of Support Services, and Quality/Safety/Regulatory Officer.
<u>Pediatric Code Blue, Emergency Response</u>	Revised	Approved as Submitted	Minor wording changes, defined code team; clarified physician lead; added language relative to signing the death certificate. Vetted by Pediatric Department.
<u>Patients Presenting with Complaint of Dysuria, Patients 3 Years of Age and Older</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Clinical Director of Critical Care Services, Dr. Trautwein and Pediatric Department.
<u>Safe Handling of Cytotoxic Antineoplastic Medications for Non-Pharmacy Personnel</u>	Revised	Approved as Submitted	Updated policy format. Revisions under the following sections: Title: Removed Pharmacists and Pharmacy Staff from the policy. Scope: Removed Pharmacists and Pharmacy Staff from the policy and added oncology and non-oncology setting. Purpose: Updated information related to potential exposure to cytotoxic drugs. Policy: Changed excreta to bodily fluids Procedures: Added sections A. Training, B. Personal Protective Equipment (PPE), C. PPE Usage, D. Equipment, E. Chemotherapy Precautions, F. Patient Bodily Fluids, and G. Employee Precautions. References: updated. Vetted by Safety Manager, Pharmacy and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>No Co-Signature Required Approved List</u>	Revised	Approved with Revisions	Reviewed. Added Consult to Baby Steps, updated pneumococcal vaccine. Vetted by ACNO.
<u>Nursing Incentive Programs</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by ACNO.
<u>Nursing Pronouncing of Death</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Updated NRS language to align with the current statutes. Vetted by ACNO and legal with MEC approval.
<u>Pest Control</u>	Revised	Approved as Submitted	Added to new template. Scheduled review, no changes. Vetted by EVS and Infection Prevention/Control.
<u>Confidential Paper Disposal and Shredding Bins</u>	Revised	Approved as Submitted	Minor formatting and grammar change. Revised the definition of PHI for closer alignment with regulatory definition. Vetted by Privacy Officer and EVS Director.
<u>Imprest Cash Fund</u>	Revised	Approved as Submitted	Transferred to new template. Updated policy to align with current practice. Vetted by Steven Hughey/Finance.
<u>Cash Control</u>	Revised	Approved as Submitted	Transferred to new template. Updated policy to align with current practice. Vetted by Steven Hughey/Finance.
<u>Handwashing in Sterile Processing</u>	Revised	Approved with Revisions	Reviewed policy and edited template format. Updated reference. Vetted by Sterile Processing Manager.
<u>Pediatric Intensive Care Unit (PICU) Admission Criteria</u>	Revised	Approved as Submitted	Updated to current template format but no changes made. Vetted by PICU Clinical Manager and Pediatric Department.
<u>Ultrasound Guided Peripheral IV (USGPV) and Extended Dwell USGPV (Inpatient)</u>	New	Approved as Submitted	New policy. Vetted with Nursing, Quality and Infection Control.
<u>Cardiac Cath - Power Injector</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Director of Cardiovascular Services and ACNO.
<u>Right Heart Catheterization Procedure</u>	Revised	Approved as Submitted	Added to new template. Scheduled review, no changes. Vetted by Director of Cardiovascular Services and ACNO.
<u>Radio-Frequency Catheter Ablation</u>	Revised	Approved as Submitted	Added to new template. Scheduled review, no changes. Vetted by Director of Cardiovascular Services and ACNO.
<u>Patient Recovery-Cardiac Invasive and Non-Invasive Procedures (Outpatient)</u>	Revised	Approved with Revisions	Added to new template. Updated scope and title to specify outpatient. Vetted by Director of Cardiovascular Services and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Adult Palliative Care Program</u>	Revised	Approved as Submitted	Language change from physician to provider, included other interdisciplinary members such as case manager, and recommendations for nursing care for CAT III/comfort care patients. Vetted by Emily Brown and ACNO.
<u>Withholding or Withdrawal of Medical Treatments</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Emily Brown and ACNO.
<u>Pediatric Wheezing</u>	Revised	Approved with Revisions	Updated language around orders per protocol. Vetted by Pediatric Nurse Supervisor, Clinical Director Critical Care Services and ACNO.
<u>Pediatric Vomiting</u>	Revised	Approved with Revisions	Updated language around orders per protocol. Vetted by Pediatric Nurse Supervisor, Clinical Director Critical Care Services and ACNO.
<u>Pediatric Testicular Pain</u>	Revised	Approved with Revisions	Updated language around orders per protocol. Vetted by Pediatric Nurse Supervisor, Clinical Director Critical Care Services and ACNO.
<u>Pediatric Stridor</u>	Revised	Approved with Revisions	Updated language around orders per protocol. Vetted by Pediatric Nurse Supervisor, Clinical Director Critical Care Services and ACNO.
<u>Application of Topical Anesthetic to Lacerations in the Pediatric Emergency Department</u>	Revised	Approved with Revisions	Updated language around orders per protocol. Vetted by Pediatric Nurse Supervisor, Clinical Director Critical Care Services and ACNO.
<u>Clinical Alarm Management</u>	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Critical Care Director - SICU, MICU, Neuro ICU, Burn Care and ACNO.
<u>Emergency Airway Management Guideline</u>	Revised	Approved with Revisions	Reviewed by stakeholders. Added PICU to Scope. Vetted by stakeholders, Trauma Program Manager, Clinical Director Critical Care Services – Trauma and ACNO.
<u>Conversion of Enteral Medications to the Appropriate Dosage Form and Route</u>	Revised	Approved as Submitted	Added Procedure #4 which discusses that pharmacy may adjust dosage form based on patient specific parameters and/or pharmacy needs. Vetted by Director of Pharmacy.
<u>Medication Management: Ordering and Verification</u>	Revised	Approved as Submitted	Reviewed. Removed redundant medication classes and added muscle relaxers. Removed statement that pharmacy could renew controlled substances overnight (approved by Margaret Covelli (ACNO), Dianne Knapp (ACNO), and Dr. Lippman (CMO)). Vetted by Director of Pharmacy.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Pharmaceutical Waste</u>	New	Approved as Submitted	New policy. Vetted by Supply Chain, EVS, Safety, Education and Director of Pharmacy.
<u>High Alert Medications</u>	Revised	Approved as Submitted	Moved all standardized safeguards into the procedure section. Additional safeguards specific to each medication category are listed in the tables. Added PCEA section. Removed sodium acetate and sodium phosphate from concentrated electrolytes (not on ISMP list); added magnesium sulfate (on ISMP list). Removed lepirudin and nesiritide from heparin and antithrombotics; moved argatroban into this section from critical care infusions. Added propofol and epoprostenol to critical care infusions. Added oxytocin and magnesium to continuous infusions (other) (ISMP recommendations). Vetted by Patient Safety, Pharmacy and ACNO.
<u>Naloxone Nasal Spray Dispensing in Conjunction with the Southern Nevada Health District</u>	New	Approved as Submitted	New policy. Vetted by Director of Pharmacy.
<u>Patient Safety Event Reporting (Safety Intelligence)</u>	Revised	Approved as Submitted	Updated the definition of near miss event to match AHRQ recent definition. Updated the ADR and ADE definition to match current policy. Changed LIP to licensed practitioner and updated references. Vetted by Director of Patient Safety.
<u>Midline Catheter</u>	New	Approved as Submitted	New Policy. Vetted with Nursing, Quality and infection control.
<u>Temporary Implanted Local Pain Management System</u>	New	Approved as Submitted	New policy. Change in device use. Move to template. Edits based on recommendations from Pharmacy Director and Medical Director of Anesthesia.
<u>Operating and Procedural Management Efficiency: Key Performance Indicators (KPI), Measures, and Guidelines</u>	New	Approved as Submitted	New policy. Vetted by Director of Peri-Operative Service and CNO. Revised title based upon MEC recommendation. Revised formatting with grammatical edits.
<u>Focused Professional Practice Evaluation (FPPE) Policy for Newly Privileged Practitioners</u>	Revised	Approved as Submitted	Updated initial FPPE requirements and term. Updated CMS approved accredited facility language. Vetted by Medical Staff.

November 6, 2024 Hospital Policy / Procedure Committee

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

Total of 42 Approved, 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Court Order & Subpoena Disclosures</u>	Revised	Approved as Submitted	Reviewed with HIM and Legal. Minor formatting change. Grammar/Language changes. Vetted by Privacy Officer.
<u>HIPAA Non-Retaliation</u>	Revised	Approved as Submitted	Manual modification from Compliance to Privacy. Policy Owner modification from Compliance to Privacy Officer. Scope modification from Hospitalwide to Organization-wide. Policy language rearranged for better flow. No other content change. Minor formatting changes. Vetted by Privacy Officer.
<u>Animal Bite Protocol</u>	Revised	Approved as Submitted	Updated to include Mesquite Animal Control, City of Henderson Animal Control updated phone number, clarified with Clark County Animal Control they prefer fax to call. Vetted by Harkiranjot Mangat, Lisa Renfro, and QC Medical Director Dr. Kothari.
<u>Respiratory - Invasive & Non-Invasive Guidelines</u>	Revised	Approved as Submitted	Updated to include language about daily weaning. Vetted by Director of Respiratory Services.
<u>Respiratory – Staffing Guidelines</u>	Revised	Approved as Submitted	Updated to clarify that minimum staffing of RTs throughout the hospital will be 12 RTs. Vetted by Director of Respiratory Services.
<u>Patient Inducement</u>	New	Approved as Submitted	New policy. Full review with committee with opportunity for revisions. Vetted by Compliance Officer and Corporate Compliance Committee (including COO, CFO and GB liaison).
<u>UMC Hosted Educational Events</u>	Revised	Approved as Submitted	Review of policy with minor changes to align with current ACCME standards. Updated to current template format. Vetted by Compliance Officer.
<u>OIG LEIE Exclusion Screening</u>	Revised	Approved as Submitted	Review of policy with no changes to content, only updated to current template format. Vetted by Compliance Officer.
<u>Influx of Infectious Patients</u>	Revised	Approved as Submitted	Updated to new Joint Commission standard included terms of high-consequence infectious diseases and hierarchy of control. Vetted by Director of Infection Control/Prevention,

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Emergency Preparedness Program Coordinator, Medical Director Inpatient & Outpatient Infectious Disease Services and Quality Patient Safety & Regulatory Officer.
<u>Active Surveillance Testing</u>	Revised	Approved as Submitted	Updated the MRSA screening protocol to include selected med-surg patients. Vetted by Director of Infection Prevention & Control and Medical Director Inpatient & Outpatient Infectious Disease Services.
<u>Expiration of the Neonate</u>	Revised	Approved as Submitted	New template. Otherwise remains the same. Vetted by Pediatric Department.
<u>Needle Aspiration and Chest Tube Insertion, Management, and Removal (NICU)</u>	Revised	Approved with Revisions	Minor grammatical changes. Updated to new template. Vetted by Pediatric Department.
<u>Social Service, Public Health Nurse Referrals- NICU and Perinatal</u>	Revised	Approved as Submitted	Updated references, changed wording from "public health nurse" to SNHD. Vetted by Pediatric Department.
<u>HIM Documentation Query</u>	Revised	Approved as Submitted	Reviewed and add escalation processes for Professional Coding. Vetted by HIM Assistant Director.
<u>Patient's Personal Medications – Storage and Use</u>	Revised	Approved as Submitted	Added administration of other patient-supplied medications at clinics. Vetted by Ambulatory Director and Director of Pharmacy.
<u>Medication Formulary System</u>	Revised	Approved as Submitted	Added language stating that addition to formulary requests for contrast agents will be handled through the Radiology Department and not go through P&T Committee. Vetted by Pharmacy.
<u>Pediatric Gastrostomy Tube Care</u>	Revised	Approved as Submitted	Removed outdated recommendations such as checking residuals. Edited for clarity. Vetted by Pediatric Department.
<u>Assessment and Care of the "Difficult" Airway Patient in the Pediatric Intensive Care Unit (PICU)</u>	Revised	Approved as Submitted	Placed on new template. Edits made and items removed for contradiction to other policies and to streamline policy. Reviewed by PICU intensivists. Vetted by Pediatric Department.
<u>Expiratory Muscle Strength Training</u>	Revised	Approved as Submitted	Reviewed and update, no significant changes. Vetted by Rehab Services Director and ACNO.
<u>Speaking Valve Management</u>	Revised	Approved as Submitted	Updated for added related procedures. Vetted by Rehab Services Director and ACNO.
<u>Supervision of Rehabilitation Technicians</u>	Revised	Approved as Submitted	Scheduled review, no changes Vetted by Rehab Services Director and ACNO.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Rehabilitation Services In-Service Education</u>	Revised	Approved as Submitted	Minor content changes; new format. Vetted by Rehab Services Director and ACNO.
<u>Ultrasound Guided Peripheral IV Placement (USGPV)</u>	Revised	Approved as Submitted	No changes. Vetted by Clinical Director of Critical Care Services and ACNO.
<u>Requisition for Personnel</u>	Revised	Approved as Submitted	Revised A-B Added staffing standards language and contact information, and reclassification to a per-diem status. Correcting from a Policy to a Procedure. Vetted by Chief Human Resources Officer.
<u>"At Will" Employment</u>	Revised	Approved as Submitted	Added Physician Compensation Plan. Added #5. No other content changes. Vetted by Chief Human Resources Officer.
<u>Availability to Work</u>	Revised	Approved as Submitted	Clarified non-union represented classifications follow SEIU policy unless UMC determines otherwise. Added UMC may establish different attendance and policy standards. Vetted by Chief Human Resources Officer.
<u>Definitions – Human Resources</u>	Revised	Approved as Submitted	Added modification and interpretation language. Added Anniversary Date. Clarified illegal drugs not legally obtainable under either state or federal law. Clarified OT language. Added "applicable" under recall definitions. Vetted by Chief Human Resources Officer.
<u>Educational Development Program</u>	Revised	Approved as Submitted	B.1.a - Format change; D.7 – Content change (Added corrective action for failure to complete mandatory training.) Changing back to Procedure – accidentally identified as Policy. Vetted by Chief Human Resources Officer.
<u>Employee/Labor Relation Program</u>	Revised	Approved as Submitted	Removed Qualifying Period language. Modified layoff language to align with operational need. Revised recall language. Clarified probationary language. Vetted by Chief Human Resources Officer.
<u>Employee Records Program</u>	Revised	Approved as Submitted	Modified language for discipline removal for union vs. nonunion classifications. Vetted by Chief Human Resources Officer.
<u>Employment Eligibility Verification</u>	Revised	Approved as Submitted	Correcting to Procedure from Policy. Added C(1-4) to identify discipline path if recent documentation isn't provided. Vetted by Chief Human Resources Officer.
<u>Meal and Rest Periods</u>	Revised	Approved as Submitted	Changed #6 & #7 the 48 hour time period for submitting exception form to 24 hours. Vetted by Chief Human Resources Officer.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Performance Evaluation Program</u>	Revised	Approved as Submitted	Revised B-C language for non-union represented classifications to allow for modifications as desired by UMC. Removed references to changing annual review dates, etc. Added /revised language in H1, H3, H4, H5, to reflect new requirements. Correcting from Policy to Procedure. Vetted by Chief Human Resources Officer.
<u>Performance Review Program</u>	Revised	Approved as Submitted	#2 Modified language to allow for moving to a focal review date. Removed references to qualifying review. Vetted by Chief Human Resources Officer.
<u>Position Classification and Compensation Plans</u>	Revised	Approved as Submitted	Modified Section F language for promotions and demotions. Modified language regarding economic benefits for all nonunion represented classifications. Section G. Content changes – Revised corrective action to match new Hospital Requirement Matrix. Revised Section E2 to allow for UMC offer different economic and non-economic benefits for nonrepresented classifications. Vetted by Chief Human Resources Officer.
<u>Recording Time Through Electronic Time Clocks</u>	Revised	Approved as Submitted	Added paragraph #3 regarding time exception forms and time frame to submit. Vetted by Chief Human Resources Officer.
<u>Recruitment and Selection Program</u>	Revised	Approved as Submitted	Added language in #2 regarding staffing standards, and removed language regarding qualifying reviews. Section K. Content change – Added (4) correction action for noncompliance with license requirement. Vetted by Chief Human Resources Officer.
<u>Standards of Basic Nursing Care Medical-Surgical-Telemetry</u>	Revised	Approved with Revisions	Added in HFNC guidelines, Safety Sitter definition, Standards 7 and 8. Vetted by Clinical Director of Medical Surgical Services and ACNO.
<u>Standards of Basic Nursing Care - ICU</u>	Revised	Approved with Revisions	Revised to provide clarity concerning: Oral care/teeth brushing, equipment use and change, and reassessment standards. Vetted by Critical Care Managers and Directors and ACNO.
<u>Medication Management Process – Parenteral Chemotherapy/Biotherapy</u>	Revised	Approved as Submitted	Updated policy format, simplified name, and added additional definitions and references. Policy updates include: current practice of a non-oncology center; addition of fellow prescribing for non-oncology indications; the updated chemotherapy/biotherapy verification checklist. Vetted by Pharmacy.

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Oral Cytotoxic and Antineoplastic Medications</u>	Revised	Approved as Submitted	Simplified name of policy, updated format, and added additional definitions. Content changes include: pharmacist ability to modify a dose/frequency and addition of fellow being able to order for non-oncology indications. Vetted by Pharmacy.
<u>Code White Pathway for ED and Inpatients</u>	Revised	Approved as Submitted	Updated to meet current practice guidelines and to modify monitoring parameters to be in compliance with the stroke surveyor's request for performance improvement. Vetted by Core Team, Stroke Interdisciplinary Members, Dr. Tamer Ammar, Dr. David Obert, ACNO, Radiology, ED, Managers and or Charge nurses of the following units: SICU/NSCU, 3 South, 3 West, PACU, 1400, 1500, CCU/CVCU, CIMC, 2 South, 2 West, 4 North, 4 South, 5 South, 5 North, and TCU.

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

Issue:	Ratification of the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the First Amendment to the Consulting Provider Agreement with Health Plan of Nevada for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 3/1/2024 – 12/31/2028
Amount: Revenue based on volume

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

BACKGROUND:

Since March 1, 2024, University Medical Center (“UMC”) has had a Consulting Provider Agreement with Health Plan of Nevada, Inc. (“HPN”) for managed care services (the “Agreement”).

This First Amendment to the Agreement, effective July 1, 2024, expands the definition of ‘Consulting Services’ to include the following services: Orthopedic Surgery, Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*), also updates the compensation for newly included ‘Consulting Services’. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

10

HEALTH PLAN OF NEVADA, INC.
FIRST AMENDMENT TO
CONSULTING PROVIDER AGREEMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada (hereinafter referred to as "CONSULTING PROVIDER") and Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "HEALTH PLAN").

RECITALS

WHEREAS, pursuant to a Consulting Provider Agreement with an effective date of March 1, 2024 by and between University Medical Center of Southern Nevada (CONSULTING PROVIDER) and HEALTH PLAN, CONSULTING PROVIDER has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, CONSULTING PROVIDER and HEALTH PLAN ("the PARTIES") have agreed to amend the Consulting Provider Agreement to specify terms and conditions of CONSULTING PROVIDER's provision of services rendered to Members or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and CONSULTING PROVIDER agree that the Consulting Provider Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS, Section D. "Consultant Services" shall be deleted in its entirety and replaced with the below:**
 - "D. "Consultant Services" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery (Overflow), Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada) upon appropriate referral of a Primary Care Physician or a designee of the HEALTH PLAN with the exception of urgent and emergency services.
- II. **ATTACHMENT B.2, COMPENSATION FOR COVERED SERVICES TO MEMBERS (FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA) shall be added in its entirety.**
- III. **ATTACHMENT B.3, COMPENSATION FOR COVERED SERVICES TO MEMBERS FOR INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA shall be added in its entirety.**
- IV. **ATTACHMENT B.4, COMPENSATION FOR COVERED SERVICES TO MEMBERS FOR ORTHOPEDIC AND ORTHOPEDIC SURGERY SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA shall be added in its entirety.**

All other terms and conditions of the agreement as amended shall remain in full force and effect.

HEALTH PLAN OF NEVADA, INC.

By: _____

Signature

Name: Jean McFarlane, VP, NDC

Date: 10/15/2024

Please Print

CONSULTING PROVIDER

By: _____

Signature

Name: MASON Van Houweling

Date: 11/5/24

Please Print

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.2

COMPENSATION FOR COVERED SERVICES TO MEMBERS
FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.3

COMPENSATION FOR COVERED SERVICES TO MEMBERS
FOR INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

HEALTH PLAN OF NEVADA, INC.

ATTACHMENT B.4

COMPENSATION FOR COVERED SERVICES TO MEMBERS

FOR ORTHOPEDIC SURGERY SERVICES AT

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1,300						
Corporate/Business Entity Name:		Health Plan of Nevada				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way		Website:		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
				Email:		
Telephone No:		702-242-7188		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).

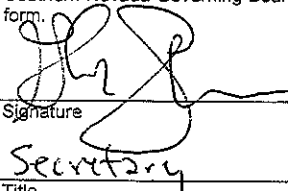
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Health Plan of Nevada	a Nevada Corporation	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 Secretary Title	Glen Stevens Print Name July 20, 2021 Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Ratification of the Second Amendment to Medicaid / Nevada Check-Up Consulting Provider Agreement with Health Plan of Nevada, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Second Amendment to Medicaid / Nevada Check-up Consulting Provider Agreement with Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 30008480000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 4/1/2023-12/31/2028
Amount: Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On March 29, 2023, the Governing Board approved the Medicaid / Nevada Check-Up Consulting Provider Agreement (“Agreement”) between Health Plan of Nevada, Inc. (“HPN”) and University Medical Center (“UMC”) to provide its members healthcare access to UMC’s Specialty Clinic for Anesthesia and Orthopedic Services. The Agreement term is from April 1, 2023, through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party. The First Amendment to the Agreement (“First Amend, effective December 1, 2023, added Radiology Services under the Agreement.

This Second Amendment to the Agreement, effective July 1, 2024 adds Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*) under the Consulting Services of the Agreement. All other terms and conditions shall remain in full force and effect. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

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

Cleared for Agenda
December 11, 2024

Agenda Item #

11

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 December 4, 2024 meeting and recommended for ratification by the Governing Board.

HEALTH PLAN OF NEVADA, INC.
SECOND AMENDMENT TO
MEDICAID / NEVADA CHECK-UP
CONSULTING PROVIDER AMENDMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada (hereinafter referred to as "CONSULTING PROVIDER") and Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "HEALTH PLAN").

RECITALS

WHEREAS, pursuant to a Consulting Provider Agreement with an effective date of April 1, 2023 by and between University Medical Center of Southern Nevada (CONSULTING PROVIDER) and HEALTH PLAN, CONSULTING PROVIDER has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, CONSULTING PROVIDER and HEALTH PLAN ("the PARTIES") have agreed to amend the Consulting Provider Agreement to specify terms and conditions of CONSULTING PROVIDER's provision of services rendered to Members or Subscribers.


NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and CONSULTING PROVIDER agree that the Consulting Provider Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS**, Section D. "CONSULTING SERVICES" shall be deleted in its entirety and replaced with the below:

"D. "CONSULTING SERVICES" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery, Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada), upon appropriate referral of a Primary Care Physician or a designee of the HEALTH PLAN, with the exception of Urgent and Emergency Services.

All other terms and conditions of the agreement as amended shall remain in full force and effect.


HEALTH PLAN OF NEVADA, INC.

By: 
Signature

Name: Jean McFarlane, VP, NDC
Please Print

Date: 11/05/2024

CONSULTING PROVIDER

By: 
Signature

Name: MASON VanHouwen
Please Print

Date: 11/5/24

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1,300						
Corporate/Business Entity Name:		Health Plan of Nevada				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way		Website:		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
				Email:		
Telephone No:		702-242-7188		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).

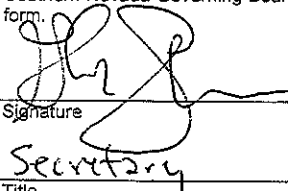
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Health Plan of Nevada	a Nevada Corporation	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 Secretary Title	Glen Stevens Print Name July 20, 2021 Date
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Ratification of Third Amendment to the Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Third Amendment to Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc. for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
 Fund Center: 3000850000
 Description: Managed Care Services
 Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
 Term: August 1, 2021 through October 31, 2027
 Amount: Revenue based on volume
 Out Clause: 180 days w/o cause

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

BACKGROUND:

Since August 1, 2021, UMC has had a Hospital Services Agreement with Health Plan of Nevada, Inc., Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc., for managed care services (the “Agreement”). The First Amendment to the Agreement extended the term through October 31, 2024. The Second Amendment, effective November 1, 2024 extended the term until November 30, 2024, as the parties were working together to renegotiate rates.

This Third Amendment will extend the Term an additional three (3) years until October 31, 2027 and will update rates and attachments. Ratification of this Amendment was necessary as UMC is holding claims until we are able to load the updated rates.

UMC’s Managed Care Director has reviewed and recommends ratification of this Amendment. This Amendment was approved as to form by UMC’s Office of General Counsel prior to execution.

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

Cleared for Agenda
December 11, 2024

Agenda Item #

12

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for ratification by the Governing Board.

Respectfully submitted,

Jennifer Wakem
Chief Financial Officer

Page Number
2

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HEALTH PLAN OF NEVADA, INC.
SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
SIERRA HEALTH CARE OPTIONS, INC.
THIRD AMENDMENT TO HOSPITAL SERVICES AGREEMENT

THIS AMENDMENT is made and entered into by and between Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada, Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada (SHO) and other future owned or managed companies (hereinafter, collectively referred to as "HEALTH PLAN") and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL").

RECITALS

WHEREAS, pursuant to a HOSPITAL Agreement with an effective date of August 1, 2021 by and between HOSPITAL and HEALTH PLAN, HOSPITAL has agreed to provide certain services for Members/Subscribers of HEALTH PLAN in exchange for certain described compensation.

WHEREAS, HOSPITAL and HEALTH PLAN ("the PARTIES") have agreed to amend the HOSPITAL Agreement to specify terms and conditions of HOSPITAL's provision of services rendered to Members or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, HEALTH PLAN and HOSPITAL agree that the HOSPITAL Agreement is amended as follows:

- I. **ARTICLE V. TERM AND TERMINATION**, Paragraph A. Term shall be deleted in its entirety and replaced with the following:

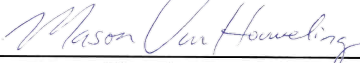
"A. Term. This Agreement shall be extended for a three (3) year period until 11:59 pm on October 31, 2027, unless terminated sooner in accordance with the provisions of this Agreement."
- II. **ATTACHMENT A.** effective August 1, 2023 shall be deleted and replaced with the attached **ATTACHMENT A.** effective November 1, 2024.
- III. **ATTACHMENT A.1.** effective August 1, 2021 shall be deleted and replaced with the attached **ATTACHMENT A.1.** effective November 1, 2024.
- IV. **ATTACHMENT A.3. SIERRA HEALTH SERVICES KIDNEY TRANSPLANT** shall be deleted in its entirety and replaced with the attached **ATTACHMENT A.3 HEALTH PLAN OF NEVADA, INC./SIERRA HEALTH & LIFE INSURANCE COMPANY, INC. KIDNEY TRANSPLANT RATES** effective November 1, 2024.
- V. **ATTACHMENT A.4 SIERRA HEALTHCARE OPTIONS, INC. KIDNEY/PANCREAS TRANSPLANT RATES** shall be added in its entirety effective November 1, 2024.
- VI. **URGENT CARE CLAIMS.** HOSPITAL agrees to bill HEALTH PLAN for urgent care professional services provided during the urgent care visit on one claim only per member per visit for place of service 20. The parties understand and agree that HEALTH PLAN shall reimburse HOSPITAL one global urgent care rate per visit as outlined in the Attachment(s). It is also understood by the parties that the global reimbursement is inclusive of all services, including radiology professional services provided on said visit.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

HEALTH PLAN

HOSPITAL

By: 
Jean McFarlane (11/22/2024 10:58 PST)
Signature

By: 
Signature

Name: Jean McFarlane, Vice President
Please Print

Name: Mason Van Houweling, CEO
Please Print

Date: 11/22/2024

Date: 11/22/2024

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1,300						
Corporate/Business Entity Name:		Health Plan of Nevada				
(Include d.b.a., if applicable)						
Street Address:		2720 N. Tenaya Way		Website:		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name:		
				Email:		
Telephone No:		702-242-7188		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).

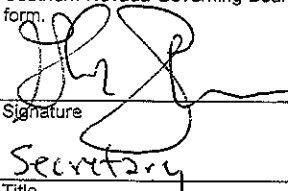
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Health Plan of Nevada	a Nevada Corporation	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 Secretary Title	Glen Stevens Print Name July 20, 2021 Date
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue: Ratification of the Second Amendment to Individual / Group Provider Service Agreement with Sierra Health and Life Insurance Company, Inc. and Sierra Healthcare Options, Inc.	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Second Amendment to Individual / Group Provider Service 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)	

FISCAL IMPACT:

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

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

BACKGROUND:

On March 29, 2023, the Governing Board approved the Individual/Group Provider Service Agreement (“Agreement”) between Sierra Health and Life Insurance Company, Inc. / Sierra Healthcare Options, Inc., (“Sierra”) and University Medical Center (“UMC”), to provide its members healthcare access to UMC’s Anesthesia and Orthopedic services. The Agreement term is from April 1, 2023 through December 31, 2028, unless terminated without cause with a 90-day written notice to the other party. The First Amendment (“First Amendment”) effective as of December 1, 2023, added Radiology services under the Agreement and updated the compensation schedule in Attachment B.

This Second Amendment, effective as of July 1, 2024, will add Internal Medicine (*inpatient and observation hospitalist services at UMC*), and Emergency Medicine (*emergency professional services at UMC*) services under the Agreement, and to update the compensation schedule for these services. All other terms and conditions shall remain in full force and effect. Ratification was necessary as claims previously billed were in error, needing reprocessed at new rates. Additionally, physician credentialing team has been unable to credential new physicians without this Amendment executed.

Cleared for Agenda
December 11, 2024

Agenda Item #

13

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

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for ratification by the Governing Board.

**SIERRA HEALTH & LIFE INSURANCE COMPANY, INC./
SIERRA HEALTHCARE OPTIONS, INC.**

SECOND AMENDMENT TO INDIVIDUAL/GROUP PROVIDER AGREEMENT

THIS AMENDMENT OF THE AGREEMENT is made and entered into as of July 1, 2024 by and between University Medical Center of Southern Nevada hereinafter referred to as "PROVIDER") and Sierra Health and Life Insurance Company, Inc., a corporation organized under the laws of the State of Nevada and Sierra Healthcare Options, Inc. a corporation organized under the laws of the State of Nevada, and other future owned or managed companies (hereinafter referred to as "SIERRA").

RECITALS

WHEREAS, pursuant to an Individual/Group Provider Service Agreement with an effective date of April 1, 2023 by and between University Medical Center of Southern Nevada (PROVIDER) and SIERRA, PROVIDER has agreed to provide certain services for Insureds/Subscribers of SIERRA in exchange for certain described compensation.

WHEREAS, PROVIDER and SIERRA ("the PARTIES") have agreed to amend the Individual/Group Provider Service Agreement to specify terms and conditions of PROVIDER's provision of services rendered to Insureds or Subscribers.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SIERRA and PROVIDER agree that the Individual/Group Provider Service Agreement is amended as follows:

- I. **ARTICLE I. DEFINITIONS**, Section C. "PROVIDER" shall be deleted in its entirety and replaced with the below:

"C. "PROVIDER" means a licensed doctor of medicine or osteopathy, or a licensed or registered provider, in the specialty field of Anesthesiology, Orthopedic and Orthopedic Surgery, Radiology (professional services), Internal Medicine (inpatient and observation hospitalist services at University Medical Center of Southern Nevada), and Emergency Medicine (emergency professional services at University Medical Center of Southern Nevada) who, through the execution of this Agreement, agrees to provide Medically Necessary Covered Services to Insureds."

- II. **ATTACHMENT B.2, COMPENSATION FOR COVERED SERVICES TO INSUREDS (FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)** shall be added in its entirety.
- III. **ATTACHMENT B.3, COMPENSATION FOR COVERED SERVICES TO INSUREDS (INPATIENT AND OBSERVATION HOSPITALIST SERVICES AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)** shall be added in its entirety.

All other terms and conditions of the agreement as amended shall remain in full force and effect.

**SIERRA HEALTH & LIFE INS. CO., INC./
SIERRA HEALTHCARE OPTIONS, INC.**

By: [Signature]
Signature

Name: Jean F. McFarlane, VP, NDC
Please Print

Date: 10/15/2024

PROVIDER

By: [Signature]
Signature

Name: Mason VanHouder
Please Print

Date: 11/5/24

**SIERRA HEALTH & LIFE INSURANCE COMPANY /
SIERRA HEALTHCARE OPTIONS**

ATTACHMENT B.2

COMPENSATION FOR COVERED SERVICES TO INSURED
FOR EMERGENCY MEDICINE PROFESSIONAL SERVICES AT
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)

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

**SIERRA HEALTH & LIFE INSURANCE COMPANY /
SIERRA HEALTHCARE OPTIONS**

ATTACHMENT B.3

COMPENSATION FOR COVERED SERVICES TO INSURED
INPATIENT AND OBSERVATION HOSPITALIST SERVICES ONLY
AT UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA)

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
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:		
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)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?


☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

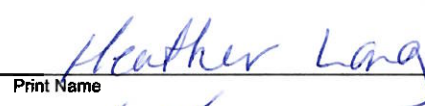
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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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
 Asst. Secretary
 Title


 Print Name
 11/15/22
 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:

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Signature

Print Name
Authorized Department Representative

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

Issue:	Ratification of the National Transplant Services Agreement with Kaiser Foundation Hospitals	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the National Transplant Services Agreement with Kaiser Foundation Hospitals for Managed Care Services; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000850000

Description: Managed Care Services

Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance

Term: July 1, 2025 through December 31, 2026 (*initial term*)

Amount: Revenue based on volume

Out Clause: 90 business days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is to enter into a National Transplant Services Agreement (“Agreement”) with Kaiser Foundation Hospitals (“Kaiser”), working in conjunction with their attorney-in-fact The Permanente Federation LLC (“Federation”) (collectively “Kaiser Permanente” or “KFH”). Kaiser Permanente is one of the largest nonprofit health plans in the country, serving 12.5 million members in California, Colorado, the District of Columbia, Georgia, Hawaii, Maryland, Oregon, Virginia, and Washington.

This Transplant Agreement establishes that UMC shall be paid for Authorized Covered Services rendered to Kaiser members at the negotiated compensation rates. This Agreement is effective from January 1, 2025 through December 31, 2026 (Initial Term), and renews for four, one-year successive terms. This Agreement needed execution immediately as Kaiser requires a minimum of 30 days to setup new agreements and rates before they become effective.

UMC’s Director of Managed Care has reviewed and recommends ratification of this Agreement. This Agreement was approved as to form by UMC’s Office of General Counsel. A Clark County business license is not required as UMC is the provider of hospital services to this insurance fund.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

14

NATIONAL TRANSPLANT SERVICES AGREEMENT

AMONG

KAISER FOUNDATION HOSPITALS,

THE PERMANENTE FEDERATION LLC,

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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NATIONAL TRANSPLANT SERVICES AGREEMENT

This National Transplant Services Agreement (“**Agreement**”) is entered into among Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (“**KFH**”); The Permanente Federation LLC, a Delaware limited liability company (the “**Federation**”), acting as the attorney-in-fact for the **Permanente Medical Groups** (as defined below); and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“**Provider**”). For purposes of this Agreement, the term “**Kaiser Permanente**” or “**KP**” means KFH, the Federation, the Permanente Medical Groups, and Health Plans (as defined below), either individually or any combination of them, as applicable. This Agreement shall be effective for all Members (as defined below) who have been accepted for registration for a transplant on or after January 1, 2025 (“**Effective Date**”).

RECITALS

A. Kaiser Foundation Health Plan, Inc.; Kaiser Permanente Insurance Company; Kaiser Foundation Health Plan of the Northwest; Kaiser Foundation Health Plan of Georgia, Inc.; Kaiser Foundation Health Plan of Colorado; and Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. and any other plan controlled by or under common control with Kaiser Foundation Health Plan, Inc. (each a “**Plan**” and collectively “**Health Plans**”) operate or administer health care benefit plans and provide or arrange for the provision of medically necessary health care services to Members (as defined below).

B. Individual Plans have entered into agreements or other arrangements with KFH under which KFH agrees to provide or arrange for certain medically necessary hospital or facility services for Members of such Plans.

C. Individual Plans have also entered into agreements or other arrangements with individual Permanente Medical Groups (as defined below) under which a Permanente Medical Group agrees to provide or arrange for certain medically necessary professional and outpatient services for Members of such Plans; and the Federation acts as attorney-in-fact for the Permanente Medical Groups.

D. KFH and the Federation desire to arrange for the provision of certain health care services to Members by contracting with Provider, and Provider desires to provide Services (as defined below) to Members, in accordance with the terms of this Agreement.

ARTICLE 1 DEFINITIONS

1.1 “**Authorization**” or “**Authorized**” (as the context requires) means KP’s approval for the provision of Covered Services to Members by persons designated to provide such approval and pursuant to KP’s utilization management programs.

1.2 “**Covered Services**” means Services a Member is entitled to receive as a benefit under the applicable Membership Agreement, as determined by the applicable Payer.

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1.3 **“Individual”** means any individual, organization, facility or institution through whom or which Provider or any authorized delegate, assignee, or subcontractor of Provider provides Services to Members under this Agreement.

1.4 **“Member”** means a person who is entitled, at the time Services are rendered, to receive Covered Services pursuant to a Membership Agreement.

1.5 **“Membership Agreement”** means a plan of health benefits administered, issued, sponsored or underwritten by a Payer.

1.6 **“Member Cost Share”** means a copayment, deductible, coinsurance or any other charge payable by a Member for Covered Services pursuant to the Member’s Membership Agreement.

1.7 **“Payer”** means (1) any Plan or (2) any public or private entity -- such as (without limitation) employers, individuals, plan sponsors, labor unions, trusts, associations, and other organizations and entities, that sponsor, administer, fund, or are otherwise responsible for a plan of health benefits coverage or the arrangement for services rendered to Members -- that enters into an administrative or management service arrangement with a Plan to administer its plan of health benefits.

1.8 **“Permanente Medical Groups”** means the following medical groups:

<u>Region</u>	<u>Permanente Medical Group</u>
Northern California	The Permanente Medical Group, Inc.
Southern California	Southern California Permanente Medical Group
Northwest	Northwest Permanente, P.C.
Hawaii	Hawaii Permanente Medical Group, Inc.
Georgia	The Southeast Permanente Medical Group, Inc.
Mid-Atlantic States	Mid-Atlantic Permanente Medical Group, P.C.
Colorado	Colorado Permanente Medical Group, P.C.

and any other Permanente Medical Group contracting exclusively with a Plan controlled by or under common control with Kaiser Foundation Health Plan, Inc.

1.9 **“Policies”** means the policies and procedures of Payers that relate to this Agreement including, but not limited to: (1) quality improvement/management; (2) utilization management and referral processes; (3) pre-admission testing guidelines; (4) claims payment; (5) member grievances; (6) provider credentialing; and (7) electronic transmission of data. Policies include those policies and procedures set forth in manuals, bulletins, and newsletters, whether made available by postal mail, electronic mail, web site, or other media.

1.10 **“Proprietary Information”** means all information, whether prepared by Provider, Health Plans, Payers, or their representatives, relating to such party or the development, execution or performance of this Agreement, whether furnished or obtained prior to or after the Effective Date. Proprietary Information includes, but is not limited to, pricing, financial

information, rate schedules, and Member information collected by Health Plans and Payers not otherwise set forth in medical records; provided, however, the following shall not constitute Proprietary Information: (1) information known prior to receipt from the other party; (2) information previously available to the public prior to receipt; or (3) Proprietary Information that subsequently becomes available to the public through no fault or omission on the part of the party receiving the Proprietary Information.

1.11 **“Services”** means those services, supplies, and facilities including without limitation those that may be described in Exhibit A (Services; Compensation) that Provider customarily provides to its general patient population including, without limitation, all inpatient services, consultations, studies, tests, and procedures that are ordinary and necessary for the diagnosis and treatment of its patients. Services also include all administrative services provided by Provider pursuant to this Agreement.

ARTICLE 2

PROVIDER’S RESPONSIBILITIES

2.1 **Provision of Services.** As requested by a Plan or as Authorized, Provider shall provide all Services to Members at Provider’s sole cost and expense, irrespective of whether Provider provides such Services directly or arranges for their provision in accordance with Section 10.2 (Assignment, Delegation and Subcontracting). Provider shall be available to deliver Services to Members in a prompt and efficient manner without unreasonable delays, and in a manner consistent with the requirements of applicable law and generally accepted standards of practice.

2.2 **Non-Discrimination.** Provider shall provide Services to Members without discrimination on the basis of race, ethnicity, color, gender, sex, creed, religion, national origin, age, health status, physical or mental disability, genetic information, veteran’s status, marital status, sexual orientation, gender identity, income, source of payment, participation in a government program, evidence of insurability, medical condition, claims experience, receipt of health care, conditions arising out of acts of domestic violence, status as a Member, or any other status protected by applicable law; and Provider shall ensure that Provider’s facilities and equipment are accessible to persons with disabilities. Provider shall make Services available to all classes of Members, in the same manner, in accordance with the same standards, and with the same availability, as with respect to Provider’s other patients.

2.3 **Provider’s Licensure, Accreditation and Certification.** Provider represents and warrants that throughout the term of this Agreement: (a) Provider and its employees and agents hold and shall continue to hold in good standing all licenses, certifications, permits, authorizations, accreditations and approvals required or customarily held to render or provide Services; (b) Provider and its practitioners providing Covered Services to Members are and shall continue to be enrolled in, meet coverage conditions for providing Services under, and be certified as a provider under the Medicare and Medicaid Programs; (c) Provider and its employees and agents are not, and shall not at any time be, identified on any federal list of sanctioned, suspended, debarred, precluded, excluded, “opted out,” or otherwise ineligible entities and individuals (including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of

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Foreign Assets Control); (d) Provider shall screen all such lists described in subsection (c) as and when they are updated from time to time, but no less often than upon initial hiring or contracting and annually thereafter; (e) Provider shall, upon request by KP, provide proof of and certify or attest to Provider's compliance with this Section including, without limitation, delivery of a complete copy of Provider's most recent accreditation survey report, if Provider is accredited; and (f) Provider shall cooperate as requested by KP in providing data, information, and records that are requested of KP by KP's licensing agencies and accreditation organizations.

2.4 Individual, Organizational, and Facility Licensure, Accreditation and Certification.

Provider shall ensure that its facilities are maintained in good repair and satisfy all applicable health, safety, environmental, construction, insurance, and architectural codes, standards, laws, rules, and regulations. Provider shall ensure that it and all Individuals: (1) shall maintain a current, unrestricted license to render their particular service in the state in which they practice, (2) shall provide Services only within the scope of their licensure, certification, training, and experience, and (3) shall not at any time be identified on any federal list of sanctioned or excluded entities and individuals, including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of Foreign Assets Control. Provider shall from time to time upon KP's request provide documentary evidence of the licensing, certification, accreditation, and qualifications of all Individuals.

2.5 Notice of Change. Provider shall notify KP Promptly (as defined below) of any of the following events in relation to Provider or to any Individual:

2.5.1 Changes: (a) to any licensure, accreditation, certification, approval, clinical privilege or other status, including the termination, revocation, suspension, downgrading, restriction, expiration, surrender, or nonrenewal of any such status, or (b) with respect to any representation, warranty or assurance identified in Section 2.3 (Provider's Licensure, Accreditation and Certification) or Section 2.4 (Individual, Organizational, and Facility Licensure, Accreditation and Certification);

2.5.2 Sanctions, exclusion or suspension from any federal health care program, or the receipt of notice of pending sanctions, exclusion or suspension from any such program;

2.5.3 Receipt of notice of an investigation by any governmental agency, or of any report of adverse credentialing or peer review action submitted to the professional board or licensing agency of any state or U.S. territory or to the National Practitioner Data Bank, or of any action by an accreditation or other organization that could adversely affect Provider's ability to perform its obligations under the Agreement;

2.5.4 Any incident or circumstance that is likely to adversely affect any license, certification, privileges, or accreditation, or that adversely affects or reasonably could adversely affect performance of the Services rendered to Members or the health or safety of a Member;

2.5.5 Receipt of notice of any peer review action, inquiry, or formal corrective action proceeding, or investigation by any peer review body or accreditation organization;

2.5.6 Receipt of notice of any professional liability claim, other lawsuit or filing of a complaint by a Member against Provider;

2.5.7 Any unusual occurrence (such as an adverse event) relating to Services that is reported or required to be reported to a regulatory body or accreditation organization;

2.5.8 Any change in legal status, tax identification number, Medicare or Medicaid provider number, or material changes in financial status (including bankruptcy, dissolution or receivership);

2.5.9 Any change in ownership, control, name, or location of Provider or any organization that directly or indirectly owns or controls Provider;

2.5.10 Any other event or circumstance, including any changes to personnel, equipment, facilities or any other aspect of Provider's business, that might limit or diminish Provider's ability to provide Services;

2.5.11 Any significant changes or planned changes in Provider's operation including, but not limited to, any major infection outbreak, internal disasters such as localized fire or flood, significant bed or staffing shortages, interruption of service due to labor relations, and any changes in any of the following positions: the transplant administrator, the transplant surgeons, the transplant lab administrator, and the transplant specialty physicians; and

2.5.12 Cancellation, termination, non-renewal, or material modification of any of Provider's insurance coverages referenced in Section 9.1 (Insurance).

However, Provider shall not be required to waive legal privilege in order to comply with subsections 2.5.3, 2.5.4, 2.5.5 or 2.5.6, provided that Provider shall notify KP pursuant to those subsections to the extent Provider can do so without waiving legal privilege.

"Promptly" means within five (5) business days for subsections 2.5.1, 2.5.2, 2.5.3, 2.5.5, 2.5.8, 2.5.11 and 2.5.12, and within fifteen (15) business days for the other subsections in this Section.

2.6 Credentialing. Provider; its authorized delegates, assignees, subcontractors, and contractors; and all Individuals must be credentialed consistent with KP's credentialing requirements prior to providing Covered Services to Members and shall be subject to recredentialing in accordance with KP Policies.

2.7 Utilization Management. Provider shall participate in KP's utilization management programs (including prospective, concurrent and retrospective review) and cooperate with KP's utilization management committees and staff. Upon notification and allowable by applicable law, Provider shall allow KP utilization management personnel or their designees' physical and telephonic access to

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review, observe, and monitor Member care and Provider's performance of its obligations under this Agreement.

2.8 Quality Assurance and Quality Improvement.

2.8.1. Cooperation with Kaiser Permanente. Provider shall participate in KP's quality assurance and quality improvement program as established and amended from time to time including cooperating with KP's quality assurance and quality improvement activities to monitor and evaluate Covered Services provided to Members, facilitating review of such Covered Services by KP's quality assurance and quality improvement committees and staff, and cooperating with any independent quality review and improvement organization or other external review organization evaluating KP as part of KP's quality assurance and quality improvement program.

2.8.3. Provider Quality Assurance and Quality Improvement. If required by legal or accrediting agencies, Provider shall maintain a quality assurance and quality improvement program that meets all state and federal licensing, accreditation, and certification requirements applicable to Provider.

2.8.3. Reporting. Provider shall grant KP on-line access to Provider's United Network for Organ Sharing and National Marrow Donor Program or related program's Request for Information. On an annual basis, Provider shall also deliver to KP reports summarizing --separately for both Provider's patient population as a whole and for Members -- the following data and shall produce interim reports of such data from time to time upon KP's reasonable request.

- Transplant infection rates
- Transplant surgical infections
- Transplant volume
- Transplant survival rate
- Retransplantation rate
- Transplant Readmissions
- Transplant Admissions to the Intensive Care Unit or Critical Care Unit

The data shall be in compliance with UNOS data methodology. The reports shall be submitted to KP annually except under circumstances when KP survival or volume standards are not met, when such reports shall be delivered semiannually or quarterly, as requested.

2.9 Member Issues. Provider shall investigate and respond promptly to issues regarding quality of care, accessibility and other complaints related to Covered Services provided to Members. Provider shall use best efforts to remedy promptly any unsatisfactory condition related to the care of Members, as determined by KP or any governmental or accrediting organization, and shall promptly resolve problems related to the provision of Covered Services as they arise. All decisions regarding Covered Services are reserved to the Payer, and Provider shall refer Members who have inquiries or disputes

regarding Covered Services to KP for response and resolution. This provision shall survive the termination or expiration of this Agreement.

2.10 Responsibility for Services. Provider shall assume responsibility for the manner in which Services are rendered and the obligation to exercise independent judgment in providing health care Services to Members.

2.11 Operational Responsibilities.

2.11.1 Verification. Prior to rendering Services, Provider shall verify that (1) a person seeking Services is a Member, (2) the Services to be rendered are Covered Services, and (3) the Services are aAuthorized. Production of an identification card issued by KP by a person claiming to be a Member is not conclusive evidence of the person's status as a Member.

2.11.2. Referrals. Provider shall refer Members for Covered Services to another provider only after obtaining an Authorization and only to providers approved by KP.

2.11.13. Drugs and Medications. Provider shall cooperate and comply with the KP formulary. Instances where Provider wishes to depart from the formulary will be timely discussed and are subject to mutual agreement of the parties.

2.12 Subcontracts. Subject to Section 10.2 (Assignment, Delegation and Subcontracting), Provider must enter into a written agreement with any delegate, assignee, or subcontractor prior to the provision of Covered Services to Members by any such delegate, assignee or subcontractor. Such agreement shall require the delegate, assignee, or subcontractor (and its personnel and facilities) to comply with this Agreement with respect to Covered Services rendered to Members. To the extent a legal, regulatory or accrediting organization requires additional provisions to be included in such agreements, Provider shall make best efforts to amend its agreements accordingly. Upon request by KP or a legal or accrediting authority, Provider shall promptly provide access to and/or copies of all such agreements for the purpose of meeting legal, regulatory and accreditation requirements applicable to KP or addressing any inquiry from a legal, regulatory or accrediting authority.

2.13 Site Evaluations and Inspections. Provider shall permit KP and governmental and accreditation officials to conduct, on-site facility, equipment and records evaluations and inspections.

2.14 Compliance with Laws. Provider shall comply with all laws, rules, regulations and accreditation requirements affecting Provider's Services, including those laws, regulations and accreditation requirements set forth in Exhibit B (Federal Program Compliance), Exhibit C (NCQA Required Provisions) and Exhibit D (Additional Regulatory Compliance), attached hereto and incorporated herewith.

2.15 Compliance with Policies. Provider shall cooperate and comply with Policies. Policies may be modified by Payers , but no Policy change will be retroactive without the express consent of Provider. In the event of any inconsistency between a Policy and this Agreement, this Agreement shall prevail.

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2.16 **Government Contractors.** Provider acknowledges that KP entities are governmental contractors subject to federal laws, regulations and executive orders (such as regarding equal opportunity and affirmative action), which may apply to subcontractors of KP. Notice of such laws, regulations, and executive orders is provided in Exhibit B (Federal Program Compliance).

ARTICLE 3 **PAYERS' RESPONSIBILITIES**

3.1 **Service Requests.** Payers may issue requests and Authorizations for Provider's Services.

3.2 **Policies.** Payers shall arrange for the prompt delivery or availability (via, for example, the internet) to Provider of Policies for Provider, lists, instructions, and other information reasonably necessary for Provider to identify Members, verify benefits, obtain Authorizations, submit claims, and otherwise be timely informed of the policies and procedures of each Membership Agreement. Payers shall notify Provider of changes to Policies as soon as reasonably practicable, but in no event less than thirty (30) calendar days in advance of the effective date of change.

ARTICLE 4 **BILLING AND PAYMENT**

4.1 **Compensation.** Subject to the terms of this Agreement, Provider shall be paid for Authorized Covered Services rendered to Members at the rates set forth in Exhibit A (Services; Compensation), less any Member Cost Share. Provider accepts such amount as payment in full for all Covered Services. Provider acknowledges that compliance with Section 2.3 (Provider's Licensure, Accreditation and Certification) is a precondition to payment.

Provider accepts such amount as payment in full for all Covered Services. Provider acknowledges that compliance with Section 2.3 (Provider's Licensure, Accreditation and Certification) is a precondition to payment.

4.2 **Authorization.** Authorization is a condition required for payment of Covered Services; provided that, as more carefully described in the Membership Agreements or the Policies, Authorization is not required for emergency services, or for a limited number of Covered Services in specified circumstances. Authorizations may be subject to termination or expiration and may be limited in scope. Authorizations may be subject to termination or expiration and may be limited in scope.

4.3 **Submission of Claims.** Except as may be stated in Exhibit A (Services; Compensation), Provider shall submit a claim for Provider's Covered Services within the greater of any mandate provided by applicable law or 180 calendar days of the date of service or (in the case of coordination of benefits when a Payer is not primary) within 180 calendar days of the date of Provider's receipt of the primary payer's explanation of benefits. Failure to submit a claim within this time period may result in the claim being denied. As a condition of payment, all claims must: (1) include the service request; (2) be submitted electronically where required by Health Plans; and (3) be on a Centers for

Medicare and Medicaid Services (“CMS”) 1500 and/or UB-04 form (or their successors) containing such information and submitted in such fashion as required by Health Plans.

4.3.1. Transplant Period Services. Provider may not submit a claim for Covered Services rendered during the **Transplant Period** (as defined in Exhibit A, Services; Compensation) prior to submission of a Case Rate claim. Provider may submit a claim for the applicable **Case Rate** (as defined in Exhibit A, Services; Compensation) as early as upon the inpatient discharge of the Member, or Provider may wait to submit the Case Rate claim upon the expiration of the post-discharge care days assigned to the **Transplant Period**. If (Provider elects to bill the Case Rate upon the inpatient discharge, Provider may subsequently submit one additional bill, which might include any applicable day outlier payments described in Exhibit A (Services; Compensation) and any Covered Services excluded from the Case Rate. All such additional Covered Services shall be billed separately from the Case Rate. Any claim for Transplant Period Services submitted after a claim for the Case Rate must be accompanied by calculations supporting any payments in excess of the Case Rate. Both the Case Rate claim and any subsequent claim for Covered Services rendered during the Transplant Period must be submitted within 180 calendar days after the expiration of the Transplant Period or else they may be denied. If Provider submits a claim after a Case Rate claim for Covered Services rendered during the Transplant Period, no further claims, billings, or charges may be submitted for payment with respect to Covered Services rendered during the Transplant Period.

4.3.2. Pre- and Post-Transplant Period Services. All claims for Covered Services rendered other than during the Transplant Period must be submitted within 180 calendar days after the date of Covered Service for outpatient services and 180 calendar days after the day of discharge for inpatient services.

4.4 Payment of Claims. Except as may be stated in Exhibit A (Services; Compensation), whether the claim is for the Case Rate, additional Transplant Period Services, or pre- or post-Transplant Period Services, payment for Covered Services shall be made within the lesser of 45 business days or any mandate provided by applicable law of receipt of a properly submitted complete claim. Claims may be reviewed by a Payer prior to payment to verify the appropriateness and amount of payment, and Payer may deny, reduce or otherwise adjust payment accordingly.

4.5 Member Cost Share. Provider is responsible for collecting Member Cost Share. If required of Plan by a Payer, Provider shall make best efforts to permit a Member to make mutually agreeable arrangements with Provider to pay his or her financial obligations to Provider in periodic installments.

4.6 Member Hold Harmless. Provider shall not, and Provider shall not permit any of its subcontractors or agents (or other third parties within its control) to, bill; charge; collect a deposit from; seek compensation, reimbursement, or remuneration from; impose surcharges; or have any recourse against any Member, person acting on the Member’s behalf, state Medicaid plan, or any person or entity other than the applicable Payer for Covered Services provided under this Agreement. The foregoing shall apply in any event including, but not limited to, nonpayment by or insolvency of a Payer or breach of this Agreement, but does not prohibit Provider or any of its subcontractors or agents (or other third parties within its control) from collecting Member Cost Share amounts or fees

for non-Covered Services billed in accordance with the terms of the applicable Membership Agreement. Provider acknowledges that a Member who elects to receive a non-Covered Service after having been informed that the service is potentially not reimbursable shall not, merely by receiving such service, be deemed to have agreed to pay for such service. General agreements to pay, such as those signed by the Member at the time of admission or other acceptance of care, are not adequate written agreements to hold Members liable for non-Covered Services. In order to be enforceable, a Member's agreement to pay for non-Covered Services must be in writing and specifically identify the non-Covered Services and the amount for which the Member will be responsible. The terms of this Section shall survive the termination or expiration of this Agreement regardless of the cause giving rise to termination, shall be construed to be for the benefit of Members, and shall supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and the Member or persons acting on the Member's behalf. Without limiting the foregoing, Provider shall not, and Provider shall not permit any of its subcontractors or agents (or other third parties within its control) to, seek payment from Members for amounts denied by a Payer because: (1) billed charges were not customary or reasonable; (2) Services were not medically necessary as determined under the Membership Agreement; (3) Provider failed to obtain Authorization for Services delivered; (4) Provider failed to submit clinical or other required data promptly; or (5) Provider failed to submit a claim in accordance with the appropriate billing procedures, within the appropriate time frame, or in accordance with commonly accepted standard coding practices.

4.7 Subcontractors. Provider shall retain responsibility for paying its assignees, delegates, employees, contractors, and subcontractors for all Covered Services rendered to Members under this Agreement, and such Individuals shall not bill, charge, seek compensation, remuneration or reimbursement from, or have any recourse against a Member or Payer for Covered Services provided to Members. Unless otherwise required by law or arranged with KFH and the Federation in writing, Provider shall be responsible for all payments to its assignees, delegates and subcontractors; and no such Individual shall seek reimbursement from or have any recourse against KFH, the Federation or any Payer for any Covered Services such Individual provides to Members. No such assignment, delegation or subcontract shall release Provider from liability to KFH or the Federation for the acts or omissions of either Provider or such Individual.

4.8 Independent Obligations. Provider agrees and acknowledges that payment of compensation hereunder is the responsibility and obligation of each Payer with respect only to Members of that Payer's benefit plans. No KP entity and no Payer is responsible to pay any compensation on behalf of any other Payer or to act as a guarantor of the obligations of any other Payer. Provider may seek whatever recourse is allowed by law against a Payer for amounts Provider is legally owed by the Payer.

4.9 Coordination of Benefits, Third Party Liens. Provider shall comply with the current procedures of each Payer for third party liability, assignment, and coordination of benefits. Each Payer shall be entitled to bill for and retain all amounts collected in third party liability cases. If a Payer is not primary under applicable coordination of benefit principles, Provider shall accept as payment in full from the Payer the amount which, when added to amounts owed to Provider from the primary payer, equals the applicable rate calculated pursuant to this Agreement (unless otherwise required by law). However, if Provider provides Services for an employment-related injury or illness

compensable under workers' compensation or employment liability law, Provider shall look to the applicable workers' compensation carrier or responsible employer for compensation and shall not be entitled to additional payment under this Agreement for such Services paid or payable under workers' compensation or employment liability law. Provider shall cooperate fully with Payers in providing information in all matters relating to coordination of benefits, workers' compensation, and third party liability collections.

4.10 Audit, Recoupment, and Offset. Unless otherwise required by law, KP or the applicable Payer may audit pending or paid claims to verify the appropriateness and amount of payment. Unless otherwise required by law, Provider shall refund any incorrect or inappropriate payments upon demand; and failure to make such refunds within 45 calendar days of receipt of a demand shall entitle a Payer to offset, recoup or deduct the amount owed from other amounts owed by Payer to Provider unless Provider files an appeal to the demand request. Any disputes regarding alleged disputed overpayments shall be resolved in accordance with the dispute resolution process outlined in this Agreement and shall not be offset, recouped or deducted from amounts owed by Payer to Provider until such dispute has been resolved. This Section shall survive the termination or expiration of this Agreement.

ARTICLE 5

TERM AND TERMINATION

5.1 Term. This Agreement shall commence on the Effective Date and shall continue for a period of twenty-four (24) months ending December 31, 2026 unless sooner terminated in accordance with the other terms of this Agreement. Following expiration of the initial term, this Agreement shall renew for four successive one year renewal terms unless one of the three parties to this Agreement, acting with or without cause, gives the others prior written notice of non-renewal of at least 90 calendar days prior to the end of the initial term or a renewal term.

5.2 Termination without Cause. Any party may terminate this Agreement at any time without cause for any reason or no reason by giving the others at least 90 calendar days' prior written notice.

5.3 Termination for Material Breach. Any party may terminate this Agreement at any time for a material breach by giving the others at least 60 calendar days' prior written notice specifying the breach. Cure of the material breach to the reasonable satisfaction of the non-breaching parties during the notice period will reinstate this Agreement, subject to the potential of further assertions of material breach.

5.4 Immediate Termination for Specific Causes. Notwithstanding any cure period or notice period set forth in Section 5.3 (Termination for Material Breach), KFH or the Federation may terminate this Agreement with less than 30 calendar days' prior written notice if: (1) Provider fails to comply with subsections (a), (b) or (c) of Section 2.3 (Provider's Licensure, Accreditation, and Certification); (2) Provider's insurance coverage is canceled, not renewed, expires (without replacement insurance coverage that satisfies the provisions of this Agreement), or otherwise fails to meet the requirements set forth in this Agreement; (3) Provider is charged with a felony or

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demonstrates conduct threatening the health, safety or privacy of a Member; (4) a Plan's governmental, regulatory or accreditation agency disqualifies or prohibits Provider from providing Services to Members of a Plan; (5) Provider becomes insolvent or seeks protection under any federal or state bankruptcy or debtor protection statute; or (6) KFH or the Federation, determines that continued provision by Provider of Services could result in imminent and substantial harm to Members.

5.5 Suspension or Exclusion of Participation of a Practitioner or Provider.

5.5.1. Suspension of Participation Without Cause. At KFH's or the Federation's written request, which shall not unreasonably be exercised, Provider shall, within five business days of receipt of such request, preclude, suspend, or terminate the participation of any Individual under this Agreement (without terminating or suspending the Agreement

5.5.2. Suspension of Participation With Cause. Any of the following events may result in KFH or the Federation's immediate suspension, until cured to KFH or the Federation's satisfaction, of any Individual from participation in this Agreement (without terminating or suspending the Agreement), upon written notice to Provider: (1) the withdrawal, debarment, suspension, expiration, restriction or non-renewal of any federal, state or local license, certificate, approval, permit, accreditation or authorization of such Individual required to render Services; (2) sanction under, debarment, suspension, preclusion or exclusion of Individual from participation in any government sponsored program including Medicare or Medicaid, "opt out" from any federal program including Medicare or Medicaid, or identification on a federal list of sanctioned or excluded entities and individuals, including lists maintained by the Department of Health and Human Services, General Services Administration, Office of Inspector General or Office of Foreign Assets Control; (3) the conviction of Individual of any felony, or the filing of criminal charges against Individual for an act involving professional misconduct or moral turpitude; (4) failure of Individual to comply with law or Policies; or (5) a determination by KFH or the Federation, , that Individual's conduct or continued participation in this Agreement could result in imminent and substantial harm to a Member, or threaten the health, safety or privacy of a Member.

5.6 Notification of Members. Upon notice of termination of this Agreement by any party, KP may eliminate Provider and Individuals from its directories, Member handbooks, and other materials. If reasonably possible under the circumstances KP shall give prior notice of impending termination of this Agreement or of any Individual to all Members who are then receiving care through the Provider or such Individual.

5.7 Effect of Termination.

5.7.1. Cooperation. Upon termination or expiration of this Agreement, Provider shall cooperate with KP in the transfer of Members to other providers, practitioners or facilities contracting with KP.

5.7.2. Continuity of Care. As required by applicable law or the terms of the Membership Agreement, upon termination of this Agreement, Provider shall continue to provide Services pursuant to all of the terms and conditions set forth in this Agreement to Members who are under the care of Provider at the time of termination for those specific conditions for which Member is under the care of Provider.

5.7.3. Rights. Termination or expiration shall not affect those rights, powers, remedies, liabilities, and obligations that accrued or arose before termination or expiration, or those provisions of this Agreement expressly stated to survive termination or expiration.

5.7.4. All Parties. Termination or expiration of this Agreement with respect to any one party shall automatically terminate the Agreement with respect to all parties.

ARTICLE 6

DISPUTE RESOLUTION

6.1 Plan Appeals Process. Each Plan shall provide an internal mechanism whereby Provider may raise issues, concerns, controversies or claims arising from or related to this Agreement. Specifically, each Plan shall maintain an appeals process pursuant to which Provider may seek to resolve disputes arising from this Agreement. This appeals process shall be exhausted before Provider may pursue further action against a Plan.

6.2 Member Grievance. Provider agrees to (1) cooperate with and participate in Member appeal, grievance and external review procedures; (2) provide Health Plans with the information necessary to conduct Member appeal, grievance and external review procedures; and (3) abide by decisions of Member appeals, grievance and review committees.

6.3 Disputes Between the Parties.

6.3.1 Arbitration. With respect to disputes, controversies, or claims arising from or related to this Agreement ("Disputes"), and except as stated in subsection 6.3.2 below (Injunction), Provider hereby waives the right to civil trial of any Dispute and agrees to bind itself to arbitration of such Disputes to the extent allowed by applicable law. Likewise, and except as stated in subsection 6.3.2 below (Injunction), KFH and the Federation shall waive the right to civil trial of any Dispute and each agrees to bind itself to arbitration of such Disputes to the extent allowed by applicable law. Provider, KFH or the Federation may, by written notice to the other party(ies), submit any Dispute to confidential arbitration administered by an Alternative Dispute Resolution ("ADR") organization to which they mutually agree, including, but not limited to, the Judicial Arbitration & Mediation Services ("JAMS"). A party may initiate confidential arbitration by providing a written arbitration demand ("Demand") to the other party(ies) by stating the nature of the Dispute and the damages sought. Upon tender of the

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Demand, the parties shall use their best efforts to agree on an ADR organization to administer the confidential arbitration. If the parties to the Dispute cannot agree on an ADR organization to administer the confidential arbitration within 30 calendar days from the date on which the Demand was tendered, the Dispute shall be administered by JAMS in accordance with the JAMS Comprehensive Arbitration Rules & Procedures, except this Agreement shall control should it conflict with the JAMS Rules. The parties shall sign a confidentiality agreement before arbitration that shall make the entire Dispute confidential (except as required by law). The Dispute shall be arbitrated before a single arbitrator, who may be chosen by the parties. If the parties are unable to agree on an arbitrator, the arbitrator shall be chosen pursuant to the rules of the ADR organization to which they have mutually agreed or, if there is no such agreement, the JAMS Comprehensive Arbitration Rule 15. In such instance where the parties are unable to agree upon an arbitrator, the potential arbitrators shall be retired judges; if no such retired judges are available, the potential arbitrators may be attorneys with at least fifteen (15) years of experience including experience in managed health care and integrated health care delivery systems. The parties shall be responsible for their own attorneys' fees and costs incurred in preparing for and attending the arbitration. The parties to the arbitration (including, but not limited to, proper parties joined in the arbitration) shall share equally the fees of the arbitrator and the ADR process. The parties agree that any and all proper parties may be joined in the arbitration, but the parties agree to proceed with arbitration of all Disputes between them even if other parties refuse to participate. The arbitrator shall prepare the award in writing, including factual findings and the legal basis and other reasons on which the award is based. The decision and award shall be reviewable only pursuant to the Federal Arbitration Act or its state law equivalent. Judgment upon the award rendered may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, the arbitration shall take place in Clark County, Nevada.

6.3.2 Injunction. Notwithstanding subsection 6.3.1 (Arbitration), the parties agree that Disputes involving certain breaches of this Agreement, would cause irreparable injury to the injured party that could not be compensated adequately in damages. The parties further agree that such injured party shall be entitled (in addition to any other remedies or damages) to remedies of injunction, specific performance, or restraining orders, which remedies do not require arbitration as a prerequisite. In such instance, the parties agree that the injured party may seek remedies of injunction, specific performance, or restraining orders in a civil court of competent jurisdiction.

6.4 Survival. The provisions of Article 6 shall survive termination or expiration of this Agreement.

ARTICLE 7

RECORDS

7.1 Maintenance of Records. Provider shall maintain its financial, accounting, administrative and medical books, charts, documents, papers, reports and records related to Services provided to Members, as well as documentation of the credentials and privileges of all Individuals, in accordance with: (1) all applicable requirements of law, government, and accrediting authorities; (2) prudent

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industry practice and standards; and (3) all applicable Policies. All such records shall be maintained in a manner that is accurate, current, detailed, legible, organized, and permits effective and confidential patient care data and quality review by Provider and KP pursuant to their quality improvement programs. Provider shall preserve these records for the longest of: seven years after the last date Services were provided to a Member under this Agreement; seven years after termination or expiration of this Agreement; or the period of time required by law or the contracts to which KP is bound. In addition, Provider shall maintain the confidentiality of all medical and other records of or related to Members in accordance with state and federal privacy laws. Should Provider experience a disclosure of Member information impermissible under state or federal privacy laws, Provider shall notify KFH, the Federation, and each applicable Plan of the nature of the disclosure and the identity of the Members involved and shall take all steps required by law and reasonable business practice to remedy, mitigate and report the disclosure. This Section shall survive the termination or expiration of this Agreement.

7.2 Access to Records. In accordance with applicable law, Provider shall provide, without charge, timely access to (including electronic access where practicable), a right to photocopy, and upon reasonable notice, a right to perform site visits related to, any and all data, information, or records as requested by KP, Payers, their authorized agents, or governmental or accrediting authorities: (1) for the purpose of meeting legal, regulatory or accreditation requirements applicable to Health Plans or Payers; (2) to determine Provider's compliance with the terms of this Agreement and Provider's own policies and procedures relating to Services rendered to Members; (3) to verify the accuracy of amounts billed by and paid or payable to Provider; (4) to conduct evaluations and audits; (5) to perform quality assurance, quality improvement and utilization management functions; and (6) to perform administrative or other functions of Health Plans or Payers. In addition, Provider shall supply periodic reports pertaining to Services provided to Members as the parties may from time to time agree, or as otherwise required by Health Plans to meet their legal and accreditation requirements. Provider shall in good faith cooperate with audit personnel and make available all records reasonably requested for audit purposes upon reasonable advance notice. Photocopies of medical records and other files, reports, books and records shall be without charge to KP and Payers unless otherwise required by law. Provider agrees to allow access to or to supply copies of records, as requested, within 14 calendar days of the receipt of a request, where practicable, and in no event later than the date required by any applicable law or regulatory or accreditation authority. This Section shall survive the termination or expiration of this Agreement.

ARTICLE 8

CONFIDENTIALITY

KP acknowledges that Provider is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available for copying and inspection by the public. This Agreement shall not become effective until it is presented to, and approved during a public meeting of Provider's governing board. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party will, to the extent legally permissible, promptly notify the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy. If the Receiving Party remains legally required to make such disclosure, the

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Receiving Party will only disclose that portion of the Disclosing Party's Confidential Information which is legally required and, subject to applicable law, will use reasonable efforts to obtain reliable assurances that Confidential Information will be treated as confidential information and further disclosure will be restricted. Disclosures made pursuant to this Section will not alter the confidential designation of the Confidential Information, and the Receiving Party's confidentiality obligations will continue to the extent legally permissible with respect to non-compelled disclosures. KP and Provider agree that the Proprietary Information of the other is the exclusive property of the other and that they have no right, title or interest in the Proprietary Information of the other. KP and Provider agree to keep one another's Proprietary Information strictly confidential and agree not to disclose any Proprietary Information of the other to any third party, except (i) to governmental or accreditation authorities having jurisdiction, (ii) as required in legal proceedings or government administrative proceedings or required by law or the requirements of an accrediting or regulatory agency or government contract, (iii) as necessary to enforce a party's rights for coordination of benefits, liens, reimbursement or subrogation, (iv) in the case of Health Plans' disclosure to perform business activities, to Members, Health Plans, Payers, and affiliates in the Kaiser Permanente Medical Care Program and to consultants and vendors under contract with Health Plans and subject to substantially similar confidentiality restrictions, or (v) as otherwise directed in writing by the party owning the Proprietary Information. This Section shall survive the termination or expiration of this Agreement, regardless of the circumstances of termination or expiration.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.1 Insurance. Hospital (Provider) is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. Hospital will provide Company with a Certificate of Coverage certifying self-coverage. Throughout the term of this Agreement, Provider shall maintain insurance or self-insurance, which covers their respective acts, errors and omissions in providing, arranging for, or denying coverage for Services under this Agreement. The limits of such insurance shall have (1) commercial general liability and property damage insurance with limits of liability not less than \$5,000,000 per occurrence or claim and \$10,000,000 annual aggregate, (2) as applicable, a policy of professional liability insurance for hospital services with limits of liability not less than \$10,000,000 per occurrence or claim and \$25,000,000 annual aggregate and for physician or other practitioner services with limits of liability not less than \$1,000,000 per occurrence or claim and \$3,000,000 annual aggregate, Failure to secure and maintain such insurance or self-insurance in sufficient amounts to cover any and all claims arising hereunder shall constitute a material breach of this Agreement. Provider shall also maintain workers' compensation insurance and unemployment insurance to the extent required by law. The insurance coverage requirements set forth in this Agreement may be wholly or partially satisfied by a program of self-insurance; provided, however, that such self-insurance program shall be adequately funded. Provider may obtain and may permit physicians and other practitioners providing patient care services under this Agreement to obtain, one or more claims-made policies to fulfill its/their obligations under this Section so long as Provider and any such physicians or other practitioners obtain any extended reporting endorsements (tail coverage) for such policies as may be necessary to provide continuous coverage without interruption throughout the term of this Agreement

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and for at least ten (10) years following termination or expiration of this Agreement. If any of these policies provide for deductibles, deductible amounts shall be consistent with deductible amounts common and customary for comparable policies of insurance. Provider shall provide evidence of coverage to Health Plans at any time upon reasonable request by Health Plans. This Section shall survive the termination or expiration of this Agreement.

9.2 Indemnification.

9.2.1. Provider Indemnification. Subject to applicable Nevada law, Provider agrees to defend, indemnify, and hold harmless KP and all Payers, and each of their respective officers, trustees, directors, managers, shareholders, partners, members, employees, agents, and affiliates from and against any and all claims, loss, actions, litigations, liability, judgments, settlements, obligations, costs, damages or expenses, including reasonable attorney's fees, arising from or resulting from or a consequence of the negligent acts or omissions of Provider or any of its staff, employees, officers, trustees, directors, managers, shareholders, partners, members, affiliates or agents.

9.2.2 KP Indemnification. Subject to applicable Nevada law, KP agrees to defend, indemnify, and hold harmless Provider and each of its respective officers, trustees, directors, managers, shareholders, partners, members, employees, agents and affiliates from and against any and all claims, loss, actions, litigations, liability, judgments, settlements, obligations, costs, damages or expenses, including reasonable attorney's fees, arising from or resulting from or a consequence of the negligent actions or omissions of KP or any of its staff, employees, officers, trustees, directors, managers, shareholders, partners, members, affiliates, or agents.

9.3 Cooperation of the Parties. KP and Provider shall cooperate in the investigation and disposition of any claims arising out of or relating to this Agreement, provided that nothing shall require any entity to cooperate to its own legal detriment or disclose any documents, records or communications that are protected from disclosure under the peer review privilege, the attorney-client privilege, the attorney work-product doctrine, or other rules governing such privileged materials.

ARTICLE 10 **MISCELLANEOUS**

10.1 Communication with Members. Nothing in this Agreement shall be construed to limit Provider's ability to freely communicate with a Member or the Member's authorized representative about the Member's treatment options.

10.2 Assignment, Delegation and Subcontracting. Provider shall not assign, delegate, or subcontract any of its rights, duties, or obligations under this Agreement without the prior written consent of KP. Any material change of the direct or indirect ownership or control of Provider or sale of substantially all its assets shall be deemed an assignment for purposes of this Section. Any consent of KP to such an assignment, delegation, or subcontract shall be conditioned upon a written agreement by the assignee, delegate or subcontractor to the terms and conditions of this Agreement, as if an original signatory hereto. Unless otherwise required by law or arranged with KP in writing, Provider shall be responsible for all payments to such assignee, delegate or subcontractor; and no such assignee,

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delegate or subcontractor shall seek reimbursement from or have any recourse against KP or any Payer for any Services the assignee, delegate or subcontractor provides to Members. No such assignment, delegation or subcontract shall release Provider from liability to KP for the acts or omissions of either Provider or the assignee, delegate, or subcontractor. Any attempted assignment, delegation, or subcontracting without the prior written consent of KP shall allow KP to terminate this Agreement for cause and seek whatever other remedies as may be available by law or contract. This Agreement may be assigned, subcontracted, or duties delegated by KP to related and unrelated third parties upon notice to Provider.

10.3 No Third Party Beneficiaries. With the exception of Section 4.6 (Member Hold Harmless) and Section 5.7.2 (Continuity of Care), both of which shall be construed to be for the benefit of Members, nothing in this Agreement shall be construed to give any person or entity other than Provider or KP any benefits, rights or remedies. No action to enforce the terms of this Agreement may be brought by any person or entity other than Provider or KP.

10.4 Force Majeure. Any delay or failure in the performance by a party of its obligations under this Agreement shall be excused if and to the extent caused by the occurrence of a force majeure. For purposes of this Agreement, a force majeure means any extraordinary circumstance that is beyond the reasonable control of the party claiming force majeure and that prevents or impedes the due performance of the Agreement by that party, including, war, acts of terrorism, riots or civil commotions, acts of government, fires, floods, hurricanes, earthquakes or other natural disasters or adverse weather conditions, widespread infections, epidemics or pandemics, embargoes or boycotts, and labor disputes or disturbances. The party claiming force majeure shall give written notice to the other party as soon as practicable (including the date of occurrence and the anticipated duration) and shall use its best efforts to minimize the potential adverse effects to the other party; and the other party shall be entitled to take any necessary measures or actions, including temporarily making alternative arrangements to fulfill the obligations under the Agreement, until the party claiming force majeure can resume performance under the Agreement.

10.5 Use of Name. Each of KP and Provider reserves to itself the right to, and the control of the use of, its own names, symbols, trademarks and service marks, presently existing or hereafter established, and neither KP nor Provider shall use the other's names, symbols, trademarks or service marks in any advertising or promotional materials or communication of any type or otherwise without the other's prior written consent. Notwithstanding the foregoing, Provider consents to KP's use of its name, address and telephone number in lists of providers, practitioners and facilities and other marketing materials that KP may publish from time to time during the term of this Agreement.

10.6 Publicity. In the interest of presenting accurate information to the general public and Members, and of maintaining good public relations, KP and Provider shall consult with each other regarding any issue relating to this Agreement or the delivery of Covered Services to Members under this Agreement that gives rise to media interest or public relations concern, and shall cooperate in developing any statements or press releases in connection with any such issue.

10.7 Governing Law. The validity, enforceability and interpretation of any provision of this Agreement shall be governed by the laws of the state (or District of Columbia) in which Provider

renders Services to Members except: (1) as that state's law is preempted by federal law, (2) as otherwise required by contractual requirements imposed upon KP by the Medicaid, Medicare, Federal Employee Health Benefit Program, Affordable Care Act Exchange requirements, TriCare, or state health care program laws or contracts, or (3) as otherwise required by another state's law regulating a Payer. Any provision required to be in this Agreement by law regulating a Payer or government contract shall bind the parties whether or not specifically articulated in this Agreement.

10.8 Severability. A determination that any provision of this Agreement, or any application thereof in any given instance, is invalid, illegal, void or unenforceable shall not affect the validity, legality or enforceability of such provision in any other instance, or the validity, legality or enforceability of any other provision of this Agreement.

10.9 Waiver. A failure of any party to exercise any provision of this Agreement shall not be deemed a waiver. Before any waiver of any provision of this Agreement can be enforced, the waiver must be in writing and signed by the party against whom the waiver is sought. Any such waiver shall not operate or be construed as a waiver of any other provision of this Agreement or a future waiver of the same provision.

10.10 Amendment. This Agreement constitutes the entire understanding of the parties, and no changes, amendments or alterations shall be effective unless in a writing signed by the parties. Notwithstanding any other provision of this Agreement, if any party reasonably determines that a modification of this Agreement or any Exhibit to this Agreement is necessary to cause it (or Health Plans) to be in compliance with state or federal law or the requirements of an accrediting or regulatory agency or a government contract (any such modification a "Legally Required Amendment"), that party shall give the other parties written notice of the proposed modification, the justification for the modification, and the date on which it is to go into effect. Such effective date shall not be less than 45 business days following the date of the notice (unless a shorter period of time is required by law or a government contract), provided that if the modification to this Agreement requires regulatory filings or approvals with respect to any individual Plan, the effective date with respect to that Plan shall be the later of the date established pursuant to the above, or the date that all required regulatory filings and approvals are complete. The party providing notice of a Legally Required Amendment shall consider any objection made by the other parties concerning the proposed modification during the notice period.

10.11 Interpretation of the Agreement. The captions or headings in this Agreement are included for purposes of convenience only, and shall not affect in any way the meaning or interpretation of any provision or term of this Agreement. This Agreement shall be interpreted according to its fair intent and not for or against any one party on the basis of whether such party drafted the Agreement. All references to "including" or "include(s)" shall mean "including, without limitation" and "include(s) without limitation," respectively. The omission of a particular example or the inclusion of any examples shall not be construed to broaden or limit the effect of the language. References to Provider shall include references to Provider, any employees or agents of Provider, and any of Provider's assignees, delegates or subcontractors, and their employees or agents.

10.12 Statutory and Other References. Any reference to a statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization refers to the statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization as amended from time to time, and to any successor statute, regulation, executive order, government agency or program, regulatory body, accreditation standard, or accreditation organization.

10.13 Counterparts. This Agreement and any amendments may be executed in separate counterparts, none of which need contain the signatures of all parties, and each of which when so executed shall be deemed an original. Such counterparts shall together constitute and be one and the same instrument. Facsimile or electronic signatures shall be as valid as original signatures.

10.14 Non-Exclusivity. This is not an exclusive Agreement. The parties to this Agreement may enter into similar agreements with other parties. KP reserves the right to arrange for other providers to provide Services to Members.

10.15 No Volume Guarantee. KP and Payers do not represent, warrant, or covenant any minimum number of patients or Members will be referred to Provider under this Agreement. KP and Payers do not represent, warrant, or covenant any minimum dollar value of the Services to be rendered by Provider under this Agreement.

10.16 Independent Contractor. Provider is an independent contractor to KP. Nothing in this Agreement is intended to create nor shall it be construed to create between KP, on one hand, and Provider, on the other, a relationship of principal, agent, employee, partnership, joint venture or association. Neither KP nor Provider has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other. No Individual shall be entitled to or shall receive from KP any remuneration, including, without limitation, compensation for employment, employee welfare and pension benefits, fringe benefits, or workers' compensation, life or disability insurance or any other benefits of employment, in connection with providing Services. Provider represents and warrants that it is solely responsible for the timely payment of wages, proper classification of its workers, workers' compensation insurance, employee benefits, any payroll-related taxes and any other employment related liability for its workers, and for all legally required tax withholding for itself and its employees.

10.17 Remedies Cumulative. The rights and remedies of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

10.18 Notice. All notices provided under this Agreement shall be in writing, signed by an authorized signatory, and shall be deemed given if sent to the addresses listed below as follows: (1) when personally delivered; (2) on the third (3rd) business day after the date mailed by United States Postal Service, postage prepaid, certified, or registered mail, confirmation of delivery or return receipt requested; and (3) when received, if sent by a commercial service with proof of delivery. Any party may change its address for notice purposes by written notice to the other parties. (4) via email for the duration of any federal declared national emergency or public health emergency. Any party may change its address for notice purposes by written notice to the other party(ies).

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Address for KFH:

Kaiser Permanente
National Provider Contracting & Strategy
1Kaiser Plaza, 22nd Floor
Oakland, CA 94612
Email: NPCS-Team@kp.org
Address for the Federation:

1800 Harrison, 18th Floor
Attn: Executive Director
National Transplant Services
Fax: (510)625-2899

Address for Provider:

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

10.19 Entire Agreement. This Agreement and its exhibits, attachments and tables are collectively the final writing and contain all the terms and conditions between the parties and supersede any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

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KAISER FOUNDATION HOSPITALS

Signed by:
By: Juan Carlos Davila
BF5643B442A249D...

Print name: Juan Carlos Davila

Title: Senior Vice President

Date: 11/22/2024 | 2:27 PM PST

THE PERMANENTE FEDERATION LLC

Signed by:
By: Scott S. Young M.D.
A3C9B97B15CD4CF

Print name: Scott S. Young, M.D.

Title: Senior Medical Director, Quality & CMI

Date: 11/21/2024 | 5:29 PM PST

PROVIDER

By: Mason Van Houweling

Print name: Mason Van Houweling

Title: Chief Executive Officer

Date: 11/22/2024

EXHIBITS A - E

[The information in these attachments are confidential and proprietary in nature.]

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.

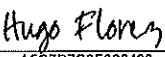
Signature and Print Name – Requires signature of an authorized representative and the date signed.

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

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:		Hugo Florez
Signature		
	A5C7D7B3F398490...	Print Name
VP Provider Contracting & Strategy		
Title		Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Agreement with Optiv Security Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the Agreement with Optiv Security Inc. for Exabeam Security Incident and Event Monitoring Platform; execute future Order Forms within his 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: 3000854000	Funded Pgm/Grant: N/A
Description: Exabeam Security Incident and Event Monitoring Platform	
Bid/RFP/CBE: NRS 332.115(1)(h) - Computer Software	
Term: 11/24/2024 – 11/23/2027	
Amount: \$1,047,375	
Out Clause: 30 days w/o cause	

BACKGROUND:

Since March 2011, UMC has had a Master Purchase Agreement with Optiv Security Inc. (“Optiv”) to provide and resell information security services and security technology products.

This request is to enter into a new Agreement with Optiv for Exabeam Security Incident and Event Monitoring Platform (“Exabeam”). Exabeam helps UMC maintain HIPAA compliance by enhancing its ability to secure patient data, detect and respond to security threats, and demonstrate adherence to regulatory requirements. This platform offers protection for electronic protected health information, incident detection and response, auditing and logging, reporting, risk management, data retention, and monitoring. By providing tools for real-time monitoring, effective incident response, and comprehensive reporting, Exabeam empowers UMC to strengthen its security posture, protect patient information, and effectively meet HIPAA regulatory requirements.

UMC will compensate Optiv a potential aggregate amount of \$1,047,375 for three (3) years from November 1, 2024 through November 23, 2027. Either party may terminate this Agreement with a 30-day written notice to the other. Staff also requests authorization for the Hospital CEO, to execute future order forms at his discretion and within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
December 11, 2024

Agenda Item #

15

UMC's Chief Information Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Optiv currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for approval by the Governing Board.

MASTER PURCHASE AGREEMENT

This MASTER PURCHASE AGREEMENT ("Agreement") is made and entered into this 10th day of March, 2011 (the "Effective Date") by and between Clark County Nevada and University Medical Center of Southern Nevada, with its principal office at 500 South Grand Central Parkway, Las Vegas, NV 89106 ("Company") and FishNet Security, Inc. a Missouri Corporation, with its principal office located at 1710 Walnut Street, Kansas City, MO 64108 ("FishNet").

WHEREAS, the Company has a need for the Services and/or Products of FishNet, and;

WHEREAS, FishNet desires to provide such Services and Products to Company;

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

1. Definitions

"Affiliate(s)" means, a subcontractor, advisor, agent, or affiliated entity controlling, controlled by, or under common control, performing on behalf of the Receiving Party in its obligations hereunder who have entered into a confidentiality agreement no less restrictive than the terms of this Agreement.

"Confidential Information" as used in this Agreement shall include, but not be limited to, any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including but not limited to computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, customer information, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, shall be assumed confidential even it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a Disclosing Party's Confidential Information is the proprietary property of the Disclosing Party, its Affiliates or customers and constitute valuable trade secrets. Nothing herein shall be construed as granting the Receiving Party any right of use, title or interest in the Disclosing Party's Confidential Information.

"Derivative Work" means work which is based upon or related to one or more Pre-Existing Works such as a revision, modification, translation, abridgement, condensation, expansion or any other form in which such Pre-Existing works may be recast, transformed or adapted, whether that work stands alone or is combined with other works and which may include processes, methods and procedures.

"Disclosing Party" is a party to this Agreement which discloses its Confidential Information to a Receiving Party.

"Documentation" means either (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relates to the Services provided hereunder, or (ii) user manuals, technical manuals, training manuals, specification or other explanatory of informational materials, whether in paper or electronic form, that relates to the Products provided hereunder.

"Pre-existing Work" means all work product created, conceived, developed or first reduced to practice by FishNet prior to FishNet's commencement of the Services provided pursuant to this Agreement, including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses.

"Products" means all software, equipment and related items identified in the applicable Purchasing Document, along with all documentation relating to such Products.

"Purchasing Document" means a purchase order or Statement of Work which clearly identifies the products and/or Services to be purchased by Company pursuant to a valid quote or proposal provided by FishNet.

"Receiving Party" is a party to this Agreement which accepts, receives, views, or otherwise obtains Confidential Information from a Disclosing Party.

"Services" means information technology security services provided by FishNet pursuant to this Agreement, as requested by Company and described in a SOW to be mutually agreed upon in writing and signed by both parties.

"Statement of Work" ("SOW") means a document executed by both parties which sets forth the Services to be performed by FishNet, under the terms and conditions set forth herein. Each SOW shall define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that shall govern the Services under such SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each such SOW shall be deemed to incorporate all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree. All SOWs, once duly executed, shall be incorporated into and form a part of this Agreement.

2. Term and Termination

Term. The term of this Agreement shall commence on the Effective Date and remain in force unless terminated as provided herein.

Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party. Either party may terminate this Agreement if the other party fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach, except that FishNet shall have the right to terminate this Agreement upon five (5) days prior written notice to Company for nonpayment of fees which are not the subject of a dispute. Company shall reimburse FishNet for any Services and/or Products delivered through the date of termination. Termination of this Agreement for any reason does not release either party from any liability which, at the time of termination, has already accrued to the other party.

3. Pricing and Fees

Services Pricing. All Services performed by FishNet shall be rendered in accordance with the fees set forth in a SOW. Company will pay FishNet in accordance with the terms contained herein unless different payment terms have been identified and agreed upon in a SOW.

Product Pricing. The Products purchase price shall be specified on a valid FishNet quote.

Shipping Fees. Company is responsible for all shipping and handling fees for Products. Company may select method of transportation by providing carrier third party billing number.

Taxes. Company is responsible for any sales or use taxes assessed on its payment for Services or Products. FishNet will itemize sales or use taxes separately on FishNet's invoices. FishNet is responsible for all other taxes, duties and fees. If Company is exempt from taxation for the Services or Products, it will submit an exemption certificate to FishNet.

4. Invoicing and Payment Terms.

FishNet shall invoice Company in accordance with this Agreement or a SOW, for all Services provided and reasonable out-of-pocket expenses authorized by Company and incurred through the date of such invoice.

FishNet will invoice Company for the Products upon shipment.

All invoices shall prominently reference Company's purchase number.

Payment of undisputed amounts shall be made by Company within thirty (30) days after Company's receipt of FishNet's invoice. Company will provide written notification of any disputed invoice within five (5) days of receipt. Disputed amounts shall be paid within ten (10) days of resolution.

5. Confidentiality

Use and Care. Confidential Information provided under this Agreement by one party to another shall be used only for the purpose for which it was provided and to those employees and Affiliate(s) of the Receiving Party with a "need to know" and an obligation to protect. Any use or disclosure that is not expressly provided for in this Agreement is prohibited. Each party shall use the same degree of care to avoid disclosure or use of Confidential Information as it employs with respect to its own proprietary information, and in any event shall take all precautions that are reasonably necessary to protect the security of the other party's Confidential Information.

Exclusions. Information shall not be deemed confidential if the receiving party can show that the information:

- (a) is previously known or in the possession of the Receiving Party prior to the Effective Date of this Agreement;
- (b) is or subsequently becomes part of the public domain through no fault of the Receiving Party;
- (c) is subsequently disclosed by a third party not under any confidentiality obligation to the Disclosing Party;
- (d) is developed independently by the Receiving Party without reliance on the Disclosing Party's Confidential Information;
- (e) is otherwise approved by written authorization from the Disclosing Party; or
- (f) is required to be disclosed pursuant to a valid order by a court or other governmental entity with jurisdiction, provided that Receiving Party provides the Disclosing Party with prompt written notice of such demand (prior to any scheduled disclosure) in order to permit Disclosing Party to challenge such disclosure or obtain a protective order at Disclosing Party's expense.
- (g) Is required to be disclosed under Nevada's Public Records Law, NRS 239.

The Receiving Party shall have the burden of proof with respect to any claimed exception to the obligations of confidentiality.

Return. Each party further agrees that within thirty (30) days of the completion of the discussion or work associated with any particular Confidential Information or upon request of the Disclosing Party, the Receiving Party and its Affiliates will return or securely destroy (at the Disclosing Party's election) all electronic or tangible items in their possession containing any of the Disclosing Party's Confidential Information without retaining copies of the items required to be returned. If applicable, the Receiving Party shall send the Disclosing Party written certification of destruction of Confidential Information.

Remedies. Upon the occurrence or the threatened or likely occurrence of any breach hereof, Disclosing Party shall be entitled to temporary, preliminary and permanent equitable and injunctive relief, it being expressly stipulated that any unauthorized disclosure shall cause irreparable harm to Disclosing Party and that Disclosing Party shall not in such event have an adequate remedy at law. Receiving Party agrees that if there is any unauthorized use or disclosure of Disclosing Party's Information by any of Receiving Party's employees or any other third party with access to Disclosing Party's Information through Receiving Party, Receiving Party will enforce for Disclosing Party's benefit, through litigation if necessary, all rights provided under law to seek damages and protection from additional disclosure. In the event that Disclosing Party has provided Receiving Party with information in which any third party has an interest (including, without limitation, software or other trade secrets licensed to Disclosing Party by such third party), The foregoing remedies are cumulative and in addition to any and all other remedies available at law or in equity. No waiver or modification of the terms hereof shall be binding unless in writing signed by Disclosing Party. No waiver of any provision hereof at any time shall operate as a waiver of any other provision or as a waiver of any subsequent breach of the same provision. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the remaining provisions, all of which shall continue in full force and effect. In the event litigation arises out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs.

Disclaimers. This Agreement does not create any agency or partnership between the parties. All Confidential Information is "AS IS" and without representation or warranty. If a party takes any action permitted hereunder and relies on the other party's Confidential Information, it does so at its own risk and expense.

6. Insurance

During the term of this Agreement, FishNet shall, at a minimum, maintain at its own expense, the types and amounts of insurance set forth in this Section 6. Each policy of insurance required shall be written in an insurance company with an A.M. Best rating of A-: 7 or better and qualified to do business in the state(s) applicable to this Agreement.

Commercial General Liability. Commercial General Liability Insurance, written on an ISO "occurrence form" or its equivalent, with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury including coverage for all of the following: (A) Premises and Operations; (B) Independent Contractors working for FishNet on Services covered by this Agreement; (C) Contractual Liability; (D) Personal and Advertising Injury; (E) Employees as Insureds; and (F) Severability.

The policy must be endorsed to name Company and its officers and employees, as Additional Insureds. Further, the policy shall contain a provision making it primary and not contributory to any insurance these Additional Insureds may have in place which would also apply to a loss.

Workers' Compensation. Workers' Compensation Insurance in compliance with the statutory requirements of the state(s) in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.

Automobile Liability. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which FishNet may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

Employee Dishonesty. FishNet shall obtain an employee Fidelity Bond or a Crime Policy which includes coverage for employee dishonesty with sufficient limits of liability which will respond to FishNet's responsibility to Company for losses caused by the dishonest acts of FishNet or FishNet's

employees or agents. The limit of liability for such required coverage shall be at a minimum, \$100,000 per occurrence or per claim with a deductible no greater than \$10,000.

Professional Liability / Errors and Omissions / Technology Coverage. Technology, Information and Internet Errors and Omissions Liability insurance appropriate to FishNet's business and which at a minimum provides coverage for claims arising from:

- A. a negligent or wrongful act, breach of duty, error or omission made in the rendering or failure to render Services as described in the Agreement;
- B. infringement of copyright, domain name, trademark, trade name, trade dress, service mark or service name;
- C. invasion of privacy or public disclosure of private facts relative to Company's customers;
- D. a negligent or wrongful act, breach of duty, error or omission made with respect to the creation or dissemination of electronic content; and
- E. FishNet's failure to prevent unauthorized access to or unauthorized use of FishNet's computer system which results in the theft or destruction of Company's data or a breach of privacy

Certificates of Insurance. Prior to performance of any Services, FishNet shall furnish a Certificate of Insurance evidencing all coverages and required special provisions described herein.

The Certificate Holder shall read:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

Should FishNet's insurance expire during the term of this Agreement, Certificates of Insurance evidencing the renewal of FishNet's required insurance, including required special provisions, must be received by Company five (5) days prior to expiration of such insurance.

All insurance policies shall be specifically endorsed to provide that coverages afforded under the policies will not be cancelled for any reason until at least thirty (30) days' prior written notice has been given to Company by the insurer, except non-payment of premium may be ten (10) days. The Certificate of Insurance evidencing each policy must state, "the issuing insurer will mail thirty (30) days' (ten (10) days' for non-payment) written notice of cancellation to the Certificate Holder."

Recovery Rights. FishNet hereby waives its rights of recovery (except Professional Liability) against Company and its officers and employees for any payment of a loss arising out of the Services described in this Agreement and paid out under the policies required to be carried by FishNet.

Subcontractors. If FishNet uses any subcontractor(s) to perform the Services described in this Agreement, then FishNet shall require that the subcontractor(s) maintain appropriate insurance to protect the subcontractor, FishNet, and Company against loss arising from the Services described in this Agreement.

7. Delivery of Service

FishNet's personnel will work within Company's normal business hours. If requested by Company (i) any hours worked in excess of eight (8) hours will be billed at time and a half; (ii) any hours worked on a weekend (Saturday and/or Sunday) will be billed at time and a half; and (iii) any hours worked on a holiday will be billed at double time. Travel time by FishNet's personnel to Company's premises will not

be reimbursed. To the extent any of FishNet's travel expenses are authorized for reimbursement hereunder, FishNet understands and agrees that travel expenses must be pre-approved by Company.

Changes to Service. Changes to the scope of Service set forth in a SOW shall be documented and agreed upon by the parties in a change order. If such change cause an increase or decrease in any charges or causes a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule shall be agreed upon by the parties and included in the change order, signed by both parties.

Performance Warranty. FishNet warrants that it will perform the Services described in a SOW in accordance with the requirements and specifications set forth therein. In the event such Services do not meet the requirements and specifications agreed upon, Company shall provide FishNet with written notice and details of such non-complying Services within fifteen (15) days after completion of the Services involved. After determination by FishNet that such Services were not in conformance to the requirements and specifications, FishNet shall re-perform such non-complying Services at no additional cost.

Background and Security Checks. FishNet warrants and agrees to perform, at its sole cost, a background check for criminal convictions involving a dishonest act, (including but not limited to fraud, theft, and embezzlement), criminal convictions involving an injury or threatened injury to another person, driving record and social security number trace/verification checks on every FishNet's personnel assigned to perform Services under this Agreement. FishNet warrants and agrees that it will assign only those personnel whose criminal background check indicates that such personnel has not been convicted of or entered a no contest plea to a dishonest act or an injury or threatened injury to another person, and are legally permitted to work in the United States.

8. Delivery of Product

Title and Delivery. FishNet will deliver the Products as specified in Company's Purchasing Document. Title to the Products and all risk of loss shall pass to Company upon delivery to the Company or Company's carrier.

Product Warranty. FishNet agrees to pass all standard manufacturers' product warranties directly to Company for any Products purchased from FishNet but never less than thirty (30) days. FishNet represents and warrants that: (a) as of the date of shipment, FishNet shall have all right, title, ownership, marketing and other rights required to sell the Products to Company, and that the Products shall be free and clear of all liens and encumbrances; and (b) the Products will not infringe upon or violate any copyright, patent, trademark, trade secret or any other similar right of any third party or improperly contain the confidential information of any third party.

9. Intellectual property

FishNet acknowledges that any trade secret information, any copyrightable work product, and any and all other intellectual property rights developed, derived from or otherwise generated by the FishNet in performing Services hereunder shall be owned by and belong exclusively to Company and shall be deemed "works for hire" (as that term is commonly understood and as specifically defined under 17 U.S.C. §101). If such work product is not deemed to be a "work made for hire", FishNet hereby assigns and agrees to assign to Company the ownership of all rights, titles, and interests in such material, including, without limitation, inventions (whether patentable or unpatentable) and copyrightable work product, and Company shall have the right to obtain and hold in its own name, without obligation of any

kind to FishNet, patents, copyrights, or other protection that may be available or become available with respect to such items. FishNet further agrees to give Company and its designees or assignees all assistance reasonably required to perfect such rights, titles, and interests. These obligations shall survive and continue beyond the termination of FishNet's engagement with Company under this Agreement, and shall be binding upon FishNet's assigns, executives, administrators and other legal representatives.

FishNet will own right, title and interest in all Pre-Existing Works, Derivative Works and Documentation. FishNet hereby grants to Company, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Company in connection with the delivery of Services and in accordance with this Agreement.

10. Indemnification

Except to the extent caused by the negligent acts or willful misconduct of Company, FishNet will indemnify, defend and hold the Company, its officers, directors, employees, agents, and permitted assigns harmless from and against all claims, demands, losses, liabilities, costs, expenses and reasonable attorneys' fees, arising out of a claim by a third party against a Company indemnitee (i) resulting from any negligent or willful act or omission of FishNet under or related to this Agreement and (ii) that the Products or Services and any resulting use of any Products or Services constitute an infringement of any intellectual property right of third party.

FishNet shall have no obligation to indemnify, defend or hold harmless Company for any claim of infringement caused by (i) use of the Service or Products by Company in combination with any other products or services in a way not authorized by FishNet, if the infringement would not have occurred but for such combination, or (iii) any alteration, change or modification of the Services or Products by Company not authorized by FishNet, if the infringement would not have occurred but for such alteration, change or modification.

11. Limitation of Liability

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED HEREIN ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY FISHNET. FISHNET DOES NOT MAKE AND HEREBY DISCLAIMS, AND COMPANY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS SET FORTH IN SECTION 5 (CONFIDENTIALITY), AND SECTION 9 (INDEMNIFICATION) OF THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY COMPANY TO FISHNET DURING THE PRECEDING TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS AMOUNT.

12. Relationship of Parties

Personnel of FishNet shall be and remain at all times employees of FishNet and Services shall be performed for Company by FishNet as an independent contractor. FishNet shall be solely responsible for 1) Services performed by personnel of FishNet, 2) payment of all compensation owed to personnel of FishNet, including payment, if applicable, of employment-related taxes and benefits and worker's compensation insurance, and 3) the filing of all required employment returns and reports, and the withholding and/or payment of all applicable federal, state and local taxes or other assessments based on wages or employment. FishNet shall indemnify, defend and hold harmless Company from any employment-related tax assessment, penalties, interest, fines, reasonable attorney's fees and other costs incurred by Company as a result of FishNet's breach of this paragraph.

Personnel of FishNet shall not be eligible to receive any Company benefits including, but not limited to, health and welfare benefits and benefits under Company retirement plans.

13. Non-solicitation

The parties acknowledge that each other's business is dependent upon being able to attract, train and keep qualified persons and adequately utilize its employees. Unless it first obtains the prior written consent of the other party, neither party to this Agreement shall directly nor indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the other party, or hire or retain as an employee or as an independent contractor the other party's employees, during the term of this Agreement and for one (1) year immediately following the termination of the foregoing for any reason. Should either party solicit, hire or attempt to hire any employees from the other party during this period, the hiring party agrees to pay the other party as liquidated damages and not a penalty, within thirty (30) days of such event, a finder's fee of the relevant person's most recent monetary compensation (including bonuses) received during the preceding 12-month period with such non-hiring party (annualized for the purpose of calculating said finder's fee for employees engaged for less than 12 months). Notwithstanding the foregoing, the parties hereby acknowledge and agree that the restrictions of this Section shall not apply to the hiring by either party of any individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

14. Dispute resolution.

In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt in good faith to resolve the dispute first by direct negotiation.

15. Notifications.

Any notice permitted or required under this Agreement shall be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by facsimile with confirmation by registered mail to the parties at the following addresses:

Notices to Company should be directed to:

Purchasing Manager
Clark County
500 S Grand Central Pky 4th Fl
Las Vegas, NV 89155-1217

Notices to Fishnet should be directed to:

FishNet Security, Inc.
1710 Walnut
Kansas City, MO 64108
Phone #: 888.732.9406
Facsimiles #: 816.421.3371
Attn: Contracts Department

Each party may change its address by giving similar notice.

16. Audit Rights

Records Maintenance. Each party will maintain complete auditable records of all financial and non-financial transactions relating to this Agreement for a period of three (3) years after the termination or expiration of this Agreement. Each party will provide access to the other party, its internal and external auditors, inspectors and regulators, at reasonable times, to records relating to the Services relating to (a) the accuracy of changes and invoices, (b) compliance with applicable laws or regulations, (c) compliance with the terms of this Agreement,

Procedures. Each party will provide the other with at least ten (10) business days notice of an audit. Each party will make the information reasonably required to conduct an audit available on a timely basis and assist the other and its internal or external auditors as reasonably as necessary. The parties will immediately, but in no event more than ten (10) business days after discovery of an over-billing or under-billing, reimburse the other for any billing discrepancy disclosed by the audit.

17. Assignment.

Except as otherwise expressly permitted under this Agreement, neither party's rights or obligations under this Agreement (except the right to receive money) shall be assigned or delegated without the written consent of the other party, except that either party may without such consent assign all of its rights and delegate all of its obligations under this Agreement to an Affiliate. Any consent required by this paragraph shall not be unreasonably withheld, conditioned or delayed. In the case of any assignment permitted hereunder without the other party's consent, the assignor shall promptly notify the non-assigning party in writing of the assignment and shall include in its notice a statement of the facts that permit assignment without consent. Nothing in this paragraph shall restrict a party's right to transfer property to which it has obtained ownership rights under this Agreement. Notwithstanding the foregoing, either party may assign this Agreement to an entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of the voting securities or assets of their company upon written notice to the other party.

Assignment of Purchasing Document. Company reserves the right to assign any Purchasing Document to an equipment lessor of Company's choice, in which case Company's lessor will pay to FishNet the purchase price specified in the purchase document and title to the Products will be vested in the lessor. Except with respect to payment and title as specified in the preceding sentence, the assignment of a Purchasing Document to a lessor shall not alter or otherwise affect any obligations of FishNet or Company under this Agreement

18. Successors and Assigns.

This Agreement and each Purchasing Document issued hereunder shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties. Nothing in this paragraph shall be construed to permit any attempted assignment which would be unauthorized pursuant to any other provision of this Agreement.

19. General

Compliance with Laws. FishNet shall perform hereunder in compliance with all applicable laws and regulations. FishNet is an Equal Opportunity and Affirmative Action Employer.

No Publicity. Neither party shall without the other party's written consent, issue any announcement, news release, denial or confirmation of this Agreement or in any other manner advertise or publish this Agreement or its terms and conditions. Nothing in this Agreement is intended to imply that either party will agree to any publicity whatsoever. A party may, in its sole discretion, withhold consent to any publicity. In addition, nothing in this Agreement grants a party the right to use any trademarks, trade names or logos proprietary to the other party. Notwithstanding the foregoing, during the term of this Agreement only, Company agrees to act as a reference for existing and prospective customers of Fishnet. Fishnet may list Company's name on a customer list which it provides to prospective buyers of its Products or Services.

Force Majeure. For a period of up to thirty (30) days after a Force Majeure Event, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including, but not limited to orders or other governmental directives, acts of God, acts of a common enemy, fires, explosions which cause a delay or failure of performance (each "Force Majeure Event"); provided the non-performing party provides prompt notice to the other party and is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing or delayed party through the use of alternate sources, workaround plans or other means. In such an event, the non-performing or delayed party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such non-performing or delayed party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Notwithstanding the foregoing, no Force Majeure Event will excuse Company's obligation to pay undisputed amounts when due for Services or Products already delivered.

Governing Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Nevada. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

Survival of obligations. Termination or cancellation of this Agreement for any reason, or completion of performance under any Purchasing Document, shall not relieve either party of any previously accrued obligations or of any obligations which by their nature are intended to survive such termination, cancellation or completion. Obligations which survive shall include but not be limited to obligations in connection with warranties, Confidential Information and indemnification.

Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect. The parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the unenforceable provision, which substitute shall be as consistent as possible with the original intent of the parties.

No Waiver. The failure by either party to enforce any of the provisions of this Agreement shall not be deemed a waiver of such provisions, or any subsequent breach thereof.

Remedies not exclusive. Unless this Agreement expressly states that a remedy is exclusive, no remedy made available under this Agreement is intended to be exclusive.

Entire Agreement, Modifications and Inconsistencies. This Agreement contains the entire understanding between the parties and may not be changed except by a separate writing signed by both parties expressly so modifying or waiving such. If any inconsistency exists between the terms of this Agreement and the terms of any Purchasing Document, the terms of the Purchasing Document will not control, unless otherwise agreed to in writing by the parties. Notwithstanding the foregoing, if any inconsistency exists between the terms of this Agreement and a mutually agreed to Purchasing Document, the Purchasing Document will control but such control is limited to the scope of that particular purchase.

Interpretation/construction. The paragraph headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. The wording in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

Counterparts. This Agreement may be executed in any number of counterparts which may include facsimile or electronic signatures, each of which shall be an effective and binding original, but all of which together shall constitute one instrument.

THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

**Clark county Nevada and
University Medical Center of Southern Nevada**

FISHNET SECURITY, INC.

By George W. Stevens
Name GEORGE W. STEVENS
Title Chief Financial Officer
Date 3/22/11

By [Signature]
Name Mark Williams
Title Chief Financial Officer
Date 03/10/11

Approved as to Form:

By David Roger
District Attorney
Name Elizabeth A. Vibert
Title Deputy District Attorney
Date 3/19/2011

FISHNET'S FED. TAX ID #: 43-180-6449



Quote#: 1999579-3
Payment Terms: Net 30
Tax ID: 43-1806449
Internal Reference#: Q-2425441

Date: 10/3/2024
Expiration: 11/23/2024

To:
UMCSN
Maria Sexton
Chief Information Officer
1800 W. Charleston Blvd
connie.sadler@umcsn.com
Las Vegas, NV 89102
US
702-383-2000
maria.sexton@umcsn.com

From:
Ed Brolley
(702) 5928815
ed.brolley@optiv.com

Client Solutions Advisor
Steven Suchevich
+1 (702) 3242419
steven.suchevich@optiv.com

Client Operations Specialist:
Ashley Beaver
ashley.beaver@optiv.com

3-Year Renewal
Payment Upfront

Remit Payment:
Optiv Security Inc.
PO Box 561618
Denver, CO 80256-1610

Line #	Product Description	Product Code	Term	Quantity	Customer Price	Customer Extended Price
1	Exabeam: Fusion	FUSION	2024-11-24 to 2027-11-23	1.00	USD [REDACTED]	USD [REDACTED]
2	Exabeam: SIEM Daily Ingest: 700 GB	SIEM-F	2024-11-24 to 2027-11-23	1.00	[REDACTED]	[REDACTED]
3	Exabeam: Security Investigation Daily Ingest: 700 GB	SI-F	2024-11-24 to 2027-11-23	1.00	[REDACTED]	[REDACTED]
4	Exabeam: Premier Success Plan	PREMIER-SUCCESS	2024-11-24 to 2027-11-23	1.00	USD [REDACTED]	USD [REDACTED]

Subtotal : USD 1,047,375.00
Estimated Tax: USD 0.00
Estimated Shipping: USD 0.00
Grand Total: USD 1,047,375.00

Sales Quote Terms and Conditions

This Sales Quote, and the hardware, appliances, equipment, software, support, maintenance, services, and other products set forth in this Sales Quote, are subject to, and will be governed by, the terms and conditions of the Master Purchase Agreement dated March 10, 2011 by and between Clark County Nevada and University Medical Center of Southern Nevada and Optiv Security Inc. f/k/a FishNet Security, Inc. For purposes of clarity, all items in this Sales Quote are deemed to be "Products" under the Master Purchase Agreement.

Optiv Security Inc., 1144 15th Street, Suite 2900, Denver, CO 80202 United States

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 17						
Corporate/Business Entity Name: Optiv Security Inc.						
(Include d.b.a., if applicable)						
Street Address:			1144 15th Street, suite 2900		Website: www.optiv.com	
City, State and Zip Code:			Denver, CO 80202		POC Name: Ed Brolley Email: ed.brolley@optiv.com	
Telephone No:			(800) 574-0896		Fax No: NA	
Nevada Local Street Address: (If different from above)			NA		Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name: Email:	

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

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

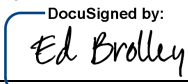
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

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

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

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

DocuSigned by:  Signature: F2AD47F4456... Sr. Client Manager	Ed Brolley Print Name 11/25/2024 12:00:28 PM MST 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:	Award of Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award the Bid No. 2024-10, UMC Main Lobby Level 1 Remodel Project PWP# CL-2025-083, to JMB Construction, Inc., the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000999901

Description: Award of Bid 2024-10 UMC Main Lobby Level 1 Remodel

Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385.

Term: 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable.

Amount: \$1,916,829.00

Out Clause: UMC has the right to immediately terminate for convenience upon notice.

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

On October 3, 2024, Bid No. 2024-10 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for improvements to the main lobby and areas in close proximity to the main lobby of the UMC-owned building located at 1800 W Charleston Blvd, Las Vegas, NV 89102. The improvement area is an approximately 26,310 square foot space, located on the first floor and consisting of the Main Hospital Lobby, “The Middle,” and adjacent corridors at the aforementioned address. The scope includes the demolition of the existing security and information desk of the Main Hospital Lobby and the demolition of existing lighting throughout corridors. A new information desk and a new security desk are each to be constructed in different locations within the lobby. Artificial trees are to be removed. New desk and lighting at the area referred to as “The Middle” are to be provided. New LED lighting in the corridors is to be provided.

Cleared for Agenda
December 11, 2024

Agenda Item #

16

UMC received responses from:

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
JMB Construction, Inc.	\$ 1,916,829.00
Starke Enterprise, LLC	\$ 2,178,802.00

**Bid is recommended for rejection*

All of the above bids were received on or before November 12, 2024 and were opened on November 12, 2024. The apparent low bid of \$1,916,829.00 was received from JMB Construction, Inc., who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to JMB Construction, Inc., is in accordance with NRS 338.1385(5), which requires a public body or its authorized representative to award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 90 days from the date provided in a Notice to Proceed from UMC to Vendor, subject to any alteration in days allowed for in subsequently executed change orders, if applicable, plus a 12-month workmanship warranty. UMC may terminate the Agreement for convenience prior to, or during, the performance of the work.

UMC's Director of Facilities Maintenance has reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

JMB Construction, Inc., currently holds a Clark County Business License.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for award by the Governing Board.



December 11, 2024

JMB Construction, Inc.
ATTN: Chris Beard, Vice President
1118 Sharp Cir, #E
North Las Vegas, NV 89030

**RE: NOTICE OF AWARD
UMC BID NUMBER 2024-10, UMC Main Lobby Level 1 Remodel Project (PWP NO.
CL-2025-083)**

Dear Mr. Beard,

Thank you for submitting all of the required documentation for the above-referenced Bid. All documentation appears to be in order, and this project is hereby awarded to JMB Construction, Inc., in the amount of \$1,916,829.00. This Notice of Award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractor(s). No substitution of listed subcontractor(s) is permitted unless first submitted to University Medical Center of Southern Nevada ("UMC") in writing and in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already done so, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all of the resources and support needed to complete this project. Further, they will ensure project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with UMC.

Sincerely,

Mason Van Houweling
Chief Executive Officer

Enclosure(s): Contract Documents (Bid Document and Contractor's Bid Form)

Cc: Monty Bowen, Plant Operations
William Rawlinson, Plant Operations
Tamera Hone, Plant Operations
Stephanie L. Charfauros, Project Management

BID ATTACHMENT 1

BID NUMBER 2024-10
BID TITLE UMC Main Lobby Level 1 Remodel PWP CL-2025-083

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:



SIGNATURE OF AUTHORIZED REPRESENTATIVE

Chris Beard/Vice President
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702-642-3600
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

cbeard@jmbconstructioninc.com
EMAIL ADDRESS

JMB Construction, Inc.

LEGAL NAME OF FIRM

1118 Sharp Cir #E
ADDRESS OF FIRM

N LAS VEGAS, NV 89030
CITY, STATE ZIP

11/12/24
DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: Nevada LICENSE NO. 0031805A
CURRENT COUNTY: Clark LICENSE NO. MJ4061282000
CURRENT CITY: N LAS VEGAS LICENSE NO. BL61282

ISSUE DATE: 2/19/98 EXPIRATION DATE: 2/28/26
ISSUE DATE: EXPIRATION DATE: 4/30/25
ISSUE DATE: EXPIRATION DATE: 4/30/25

BID ATTACHMENT 2
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2024-10
UMC MAIN LOBBY LEVEL 1 REMODEL
PWP NUMBER: CL- 2025-083

JMB Construction, Inc.

(NAME)

1118 Sharp Circle #E N LAS VEGAS, NV 89030

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) **BID ATTACHMENT 5:** Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) **BID ATTACHMENT 3:** Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 4** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to fred.parandi@umcsn.com and I understand that OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 6**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to fred.parandi@umcsn.com. OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

UMC Main Lobby Level 1 Remodel

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 7, Schedule of Values**, by 5:00 PM of the next business day.
7. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 8, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
8. I acknowledge that if notified that I am the low BIDDER, I must submit **EXHIBIT E** by 5:00 PM of the next business day.
9. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 10 "Disclosure of Ownership/Principals"** form within 24-hours of request.
10. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
11. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
12. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
13. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$200.00** per day as liquidated damages.
14. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
15. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
16. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
17. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
18. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
19. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u> 1 </u> dated, <u> 10/16/24 </u>	Addendum No. <u> </u> dated, <u> </u>
Addendum No. <u> </u> dated, <u> </u>	Addendum No. <u> </u> dated, <u> </u>
Addendum No. <u> </u> dated, <u> </u>	Addendum No. <u> </u> dated, <u> </u>
Addendum No. <u> </u> dated, <u> </u>	Addendum No. <u> </u> dated, <u> </u>

UMC Main Lobby Level 1 Remodel

20. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 293,367.00
2.	3rd PARTY TESTING/QAA	\$ 14,638.00
3.	EXISTING CONDITIONS	\$ 41,995.00
4.	METALS	\$ 0
5.	WOOD, PLASTICS, AND COMPOSITES, MILLWORK	\$ 30,729.00
6.	THERMAL AND MOISTURE PROTECTION	\$ 1,800.00
7.	FINISHES	\$ 905,375.00
8.	SPECIALTIES	\$ 0
9.	FURNISHINGS	\$ 0
10.	HVAC	\$ 34,047.00
11.	ELECTRICAL	\$ 167,442.00
12.	COMMUNICATIONS	\$ 6,420.00
13.	ELECTRONIC SAFETY AND SECURITY (HONEYWELL)	\$24,810.00
14.	PERMITS AND FEES	\$7,406.00
15.	ICRA MEASURES	\$ 8,800.00
16.	CONSTRUCTION CONTINGENCY	\$380,000.00
TOTAL BID AMOUNT		\$ 1,916,829.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.

ADDITIVE ALTERNATES

The OWNER may exercise the following items subject to the availability of funds. The additive alternate price quoted shall remain firm throughout the Contract term, as detailed in Instruction to Bidders.

Alternative	ITEM DESCRIPTION	TOTAL
1.		\$ 0
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
ADD ALTERNATES AMOUNT		\$ 0
GRAND TOTAL BID AMOUNT		\$ 1,916,829.00

21. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

22. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☒ Caucasian (CX) ☐ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)
☐ Other as defined in the Instructions to Bidders.

23. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

- ☒ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (**Bid Attachment 6**).
☐ No I do not have a Certificate of Eligibility to receive preference in bidding.

24. JMB Construction, Inc.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

1118 Sharp Cir #E

ADDRESS OF FIRM

N LAS VEGAS, NV 89030

CITY, STATE, ZIP CODE

702-642-3600

TELEPHONE NUMBER

702-642-5050

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 0031805A

LICENSE CLASS: B - GENERAL BUILDING

LICENSE LIMIT: Unlimited

ONE TIME LICENSE LIMIT INCREASE \$ _____ IF YES, DATE REQUESTED _____

DUN & BRADSTREET NUMBER _____

CLARK COUNTY BUSINESS LICENSE NO. MJ4061282000

STATE OF NEVADA BUSINESS LICENSE NO. NV19951115354

Chris Beard

cbeard@jmbconstructioninc.com

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

11/12/24
TODAY'S DATE

BID ATTACHMENT 10 **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 7						
Corporate/Business Entity Name: JMB Construction, Inc.						
(Include d.b.a., if applicable)						
Street Address:		1118 Sharp Cir #E		Website: www.jmbconstructioninc.com		
City, State and Zip Code:		N LAS Vegas, NV 89030		POC Name: Chris Beard		
				Email: cbeard@jmbconstructioninc.com		
Telephone No:		702-642-3600		Fax No: 702-642-5050		
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).

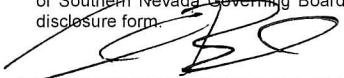
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Susan Beard	President	51%
John Beard	Vice President	49%

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
 Vice President of Operations
 Title

Chris Beard
 Print Name
 11/12/24
 Date

BID ATTACHMENT 10 (page 2) 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:	Award RFP No. 2024-09, Out-of-State Medicaid Billing and Collections, to Firm Revenue Cycle Management Services, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board award the RFP No. 2024-09 for Out-of-State Medicaid Billing and Collections to Firm Revenue Cycle Management Services, LLC; authorize the Chief Executive Officer to sign the Service Agreement and execute any extension options and future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Out-of-State Medicaid Billing and Collections	
Bid/RFP/CBE: RFP 2024-09	
Term: Five years	
Amount: Not-to-Exceed: \$1,000,000 annually or \$5,000,000 in aggregate	
Out Clause: Termination for convenience with 15 days' prior notice.	

BACKGROUND:

On August 18, 2024, a request for proposals, RFP 2024-09 for Out-of-State Medicaid Services, was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals from the public for lobbying services. Responses were received prior to the September 27, 2024 deadline from the following vendors:

Bull City Financial Solutions, Inc.
Firm Revenue Cycle Management Services, LLC
Firstsource Solutions USA, LLC
Med-Metrix
Moiharwin Diversified LLC

Cleared for Agenda
December 11, 2024

Agenda Item #

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An ad hoc committee (comprised of UMC's Director of Patient Accounting, Assistant Director of PT Accounting, and Patient Account Manager) reviewed and scored the five proposals received from the aforementioned vendors, independently and anonymously, and recommended the selection of, and contract approval with, Firm Revenue Cycle Management Services, LLC (hereafter, "FIRM").

For the total not-to-exceed RFP award of \$1,000,000 per year, \$5,000,000 in aggregate, for the five-year term, FIRM will provide out-of-state Medicaid billing and collection services to UMC, which include, in part, the following: (1) eligibility review and coverage determination; (2) authorization and notification; (3) billing and follow-up; (4) reimbursement review; and (5) provider enrollment.

The term of the Agreement as negotiated is to begin on the Effective Date and continue through the conclusion of the date that is five years thereafter. UMC retains the right to terminate for convenience with 15 days' prior notice.

UMC staff have reviewed the terms and found them both equitable and commensurate with past compensation for similar work as that set forth in the Agreement.

FIRM currently holds a Clark County business license.

UMC's Director of Patient Accounting has reviewed and recommends award 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 December 4, 2024 meeting and recommended for award by the Governing Board.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**RFP NO. 2024-09 OUT-OF-STATE MEDICAID
BILLING AND COLLECTIONS SERVICE AGREEMENT**

FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC
NAME OF FIRM
Nancy Momcilovic, Esq., Vice President of Operations
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
5590 South Fort Apache Road Las Vegas, NV 89148
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 473-8900
(AREA CODE) AND TELEPHONE NUMBER
nancy@firmrcm.com
E-MAIL ADDRESS

RFP NO. 2024-09 OUT-OF-STATE MEDICAID BILLING AND COLLECTIONS SERVICE AGREEMENT

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC, (hereinafter referred to as "COMPANY"), for out-of-state Medicaid billing and collections services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance, 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 date that is five (5) years thereafter ("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**) per the percentage rates set forth in the Fee Schedule (**Exhibit B**). The sum of the fees shall not exceed \$1,000,000 annually. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by COMPANY, and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have

not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, 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 further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. If applicable, drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction

of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Kim Hart, telephone number (702) 383-3762 or her designee. HOSPITAL's representative may delegate any or all of her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

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

compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

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

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

2. Termination for Convenience

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

3. Effect of Termination

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

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

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

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit F** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit F** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

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

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

TO COMPANY: Firm Revenue Cycle Management Services, LLC
 ATTN: Nancy Momcilovic, Esq., VP of Operations
 5590 South Fort Apache Road
 Las Vegas, NV 89148

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. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in

accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

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

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE),

Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

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

W. Travel Policy.

COMPANY will be reimbursed for pre-approved actual travel expenses including airfare, car rental, ground transportation, parking, meals and lodging. All expenses must be reasonable and supported by written receipts. COMPANY agrees to comply with HOSPITAL's Travel Policy as set forth in detail in **Exhibit E** of this Agreement.

X. Waiver; Severability

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

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:

FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC


By:  _____
NANCY MOMCILOVIC, ESQ. 11/21/2024
Vice President of Operations DATE

EXHIBIT A SCOPE OF WORK

I. COMPANY REQUIREMENTS

- A. COMPANY must have experience working with EPIC, a software produced by Epic Systems Corporation.
- B. COMPANY will perform the following out-of-state ("OOS") process:
 - i. Eligibility Review and Coverage Determination – upon notification or placement of a new OOS Medicaid patient, COMPANY will review the case to determine if valid OOS Medicaid coverage exists. During this process, COMPANY will determine (a) if the patient is eligible, (b) the program type eligibility, (c) benefits available for the OOS service, (d) other primary insurance, and (e) if a managed care organization is involved. If the patient is eligible for OOS Medicaid benefits, COMPANY will review the benefits to determine if the services rendered at the facility will be covered.
 - ii. Authorization and Notification – COMPANY notifies the state/HMO for all inpatient and outpatient services that require notification. COMPANY will work closely with both the registration department and case management to make sure the admissions get certified. COMPANY will follow up with case management and the state/HMO until a final authorization is issued.
 - iii. Billing and Follow-Up – COMPANY will bill all assigned OOS claims based on the verification information obtained.
 - iv. Reimbursement Review – once a claim is paid, COMPANY will review the payment to make sure that the claim was paid in full according to the respective state's fee schedule. Each state has a different payment methodology. COMPANY will determine if the claim is paid correctly. If a claim is determined to be underpaid, COMPANY appeals for additional reimbursement.
 - v. Appeals, Appeals Process, and Hearings – if a claim is denied or underpaid, COMPANY will pursue the appeal process if it is available. The appeals process includes, but is not limited to, appealing or responding to an appeal of any decision determination or order issued from: (1) the state fair hearing level; (2) the appropriate court of competent jurisdiction for judicial review of a state fair hearing decision, determination or order, and (3) the appropriate court(s) of competent jurisdiction for an appeal of the decision, determination or order of a lower's court's review of the state fair hearing decision, determination or order. COMPANY agrees to be solely responsible for all attorneys' fees and costs incurred with all aspects of the appeals process, and COMPANY agrees to indemnify, defend and hold harmless HOSPITAL, its employees, officers and agents from any liabilities, damages, losses, claims, actions, suits or proceedings, including, without limitation, reasonable attorneys' fees and costs, regarding the appeals process.
 - vi. Provider Enrollment – COMPANY will be responsible for enrolling HOSPITAL and employed providers as needed and maintaining its provider enrollment with each state. COMPANY will fill out the applications for provider enrollment and forward them to HOSPITALS for signatures.
 - vii. Physician Non-Cooperation – if a physician is non-cooperative, and COMPANY is unsuccessful in obtaining required information for credentialing/enrollment, a claim will still be submitted.
- C. COMPANY must comply with HOSPITAL's vendor management office ("VMO") including, but not limited to the following:
 - i. Attend meetings as deemed necessary by the VMO.
 - ii. Provide and update the files requested.
 - a. Inventory file must be submitted via the VMO's SFTP on a weekly basis.
 - b. Invoice Detail file must be submitted via the VMO's SFTP on a monthly basis.
- D. COMPANY must work accounts at minimum based on the following:
 - i. HOSPITAL will assign all new OOS Medicaid claim accounts with addresses outside of Nevada to COMPANY. HOSPITAL will be allowed to pull back any and all accounts they deem necessary at any time, most common scenario being the identification of a payer as a primary to Medicaid.
 - ii. COMPANY will generate applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the OOS Medicaid agency or designated Medicaid managed care plan and will pursue applicable payment from the same.
 - iii. COMPANY will complete any enrollment applications and forms on behalf of HOSPITAL that are necessary for the provision of services under this Agreement. If necessary, COMPANY can work with HOSPITAL to

- complete the required applications and forms.
- iv. COMPANY must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
- v. COMPANY must give weekly updated to the VMO and HOSPITAL leadership team surrounding the top ten (10) highest dollar accounts in their inventory.
- vi. COMPANY's hours of operation at minimum shall be between 7:00 a.m. to 6:00 pm PDT (or PST if applicable), Monday through Friday.
- vii. COMPANY must have at least one (1) bilingual (preferably two) English-Spanish speakers with access to resources for other languages as necessary.
- viii. COMPANY must hold themselves to the stand of HOSPITAL when speaking to patients.

II. PATIENT ACCOUNTING SYSTEM

- A. Patient Accounting System: EPIC
 - i. Daily note files will be required from COMPANY.
 - a. COMPANY must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC (contact HOSPITAL Representative for Standard EPIC file specifications).
 - ii. COMPANY must be able to accept 837 transaction files daily.
 - iii. HOSPITAL would train a super user in EPIC. COMPANY would be responsible for training their staff after receiving training from HOSPITAL.

III. OTHER

COMPANY will accept HOSPITAL's backlog as needed and determined by HOSPITAL.

EXHIBIT B FEE SCHEDULE

- HOSPITAL shall pay COMPANY 6% of all recoveries from assigned accounts.
- HOSPITAL shall pay COMPANY 17% of all recoveries from assigned accounts that require legal team intervention (e.g., state fair hearings and clinical or legal appeals)

**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.

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

Subcontractor Name: NA
Contact Person: _____ Telephone Number: _____
Description of Work: _____

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

Subcontractor Name: NA
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.

EXHIBIT D Business Associate Agreement

This Agreement is made effective as of the last date of signature set forth below, 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 **FIRM REVENUE CYCLE MANAGEMENT SERVICES, LLC**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. 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.

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
 - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
 - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
 - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
 - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected

Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will 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 and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. 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 Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.


In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
Mason VanHouweling
Title: Chief Executive Officer

By:  _____
Nancy Momcilovic, Esq.
Title: Vice President of Operations

Date: _____

Date: 11/21/2024

EXHIBIT E TRAVEL POLICY

A. Pursuant to Chapter 2.46 of the Clark County Code, HOSPITAL shall ensure that business travel costs incurred by COMPANY's traveler(s) are kept to an absolute minimum consistent with the effective conduct of business.

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

Reimbursement shall only be for the contract personnel/traveler. **HOSPITAL assumes no obligation to reimburse travelers for expenses that are not pre-approved by HOSPITAL's representative or their designee which are not in compliance with this Travel Policy.**

Airfare: Domestic Airline (Coach Ticket); purchased at least twenty-one (21) days in advance unless exception was granted by HOSPITAL for exceptional circumstances; one (1) checked bag fee. Number of trips must be approved by HOSPITAL.

Parking: Airport parking (Economy Lot only)

Meals: All meal charges will be paid up to and not to exceed \$65 per day per traveler. This includes a 20% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles:

- One (1) automobile rental will be authorized per four (4) travelers. Rental must be standard-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). HOSPITAL will reimburse up to \$125 per day.
- Under no circumstances should a traveler allow others to drive a rental car which has been rented in the traveler's name, for the purpose of conducting business at HOSPITAL.
- Travelers may be allowed to rent a car to travel TO their destination when:
 - Air travel is not available
 - The distance to the destination is less than 150 miles
 - Transporting large or bulky materials is more cost effective in a rental car than other means of transportation
- Travelers may be allowed to rent a car AT their destination when:
 - It is less expensive than other transportation modes such as taxis, airport shuttles, ride share, etc.
 - Transporting large or bulky materials
- Rental cars should be returned:
 - To the original rental city unless approved for one-way rental
 - Intact (i.e., no dents, scratches or other damage within the traveler's control)
 - On time, to avoid additional charges
 - With a full tank of gas

Uber/Lyft/Taxi/Shuttle Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. HOSPITAL will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed. Credit card statements are not considered original receipts and will not be accepted.

- COMPANY's Invoice
 - With copy of executed Agreement highlighting the allowable travel
 - List of travelers
 - Number of days in travel status

- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas receipt(s)
- Ride share receipt(s)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel or if applicable, rental vehicle)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Housekeeping gratuity
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (i.e., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time
- Traveler's regular days off

C. Any other additional expenses not specified herein will not be reimbursed by HOSPITAL.

D. The terms of this Exhibit are in accordance with HOSPITAL's Travel/Education Authorization and Reimbursement Policy, as amended, a copy of which can be provided to COMPANY upon request.



EXHIBIT F - INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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 have **ADDITIONAL INSURED** provisions or 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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Charlita Hart PHONE (A/C. No. Ext): 630-773-3800 E-MAIL ADDRESS: Charlita_Hart@ajg.com	FAX (A/C. No): 630-285-4006
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Charter Oak Fire Insurance Company		25615
INSURER B: Travelers Property Casualty Co of America		25674
INSURER C: Travelers Casualty and Surety Company		19038
INSURER D: Phoenix Insurance Company		25623
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 748400654**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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		H-630-7W304101-PHX-24	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-7W304094-24-I3-G	5/25/2024	5/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7W30452A-24-I4	5/25/2024	5/25/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	UB-7W255187-24-I3-G	5/25/2024	5/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

University Medical Center of Southern Nevada is included as additional insured under the General Liability, where required by written contract, subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas NV 89102

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT E

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		FIRM Revenue Cycle Management Services, LLC				
(Include d.b.a., if applicable)		Aspiron Health Resources				
Street Address:		5590 S. Fort Apache Road			Website:	
City, State and Zip Code:		Las Vegas, NV 89148			POC Name: Nancy Momcilovic Email: nancy.momcilovic@aspiron.com	
Telephone No:		725-525-7920			Fax No:	
Nevada Local Street Address: (If different from above)					Website:	
City, State and Zip Code:					Local Fax No:	
Local Telephone No:					Local POC Name:	
					Email:	

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Mainsail Parent, LLC		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	Nancy Momcilovic Print Name
General Manager Title	12/3/2024 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:

Nancy Momcilovic
Signature

Nancy Momcilovic

Print Name

Authorized Department Representative

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

Issue:	RQI Program Renewal Change Order No. 2 with RQI Partners, 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 RQI Program Renewal Change Order No. 2 with RQI Partners, LLC for CPR training services; execute future amendments within his 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: 3000828000	Funded Pgm/Grant: N/A
Description: CPR Training Services (RQI)	
Bid/RFP/CBE: NRS 332.115.1(k) – Instructional Materials and Subscriptions	
Term: Change Order – extend for three (3) years from 11/1/2024 to 10/31/2027	
Amount: Change Order – additional \$894,450	
Out Clause: 180 days w/o cause	

BACKGROUND:

In July 2019, UMC entered into a Master Services Agreement (“Agreement”) with RQI Partners, LLC to provide online Resuscitation Quality Improvement (RQI) education and mobile equipment simulation stations for cardiopulmonary resuscitation (CPR) skills training. The RQI is a system developed jointly by the American Heart Association and Laerdal Medical to assist in the continuous improvement of resuscitation skills provided by healthcare workers through learning activities, performance feedback and measurement, and actual skills application in medical situations. After completion of the program, the learners receive an RQI verified eCredential and CME/CE credit.

This Change Order No. 2 requests to: (i) extend the Term of the Agreement for three (3) years through October 31, 2027; and (ii) renew the subscription services for RQI Healthcare Provider BLS, ALS and PALS (3,700 licenses), and to provide 21 simulation stations for employee training and recertification. The additional cost for this 3-year Term is \$894,450. Staff also requests authorization for the Hospital CEO to execute future amendments within his delegation of authority if deemed beneficial to UMC.

UMC’s Organizational Development & Clinical Education Manager has reviewed and recommends approval of this Change Order. This Change Order has been approved as to form by UMC’s Office of General Counsel.

Cleared for Agenda
December 11, 2024

Agenda Item #

18

This Change Order was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for approval by the Governing Board.

RQI PROGRAM RENEWAL CHANGE ORDER NO. 2

THIS RENEWAL CHANGE ORDER NO. 2 ("CO") is dated as of the date fully executed below, and is attached to and made a part of the Resuscitation Quality Improvement Program Master Services Agreement (the "Agreement"), made effective on July 1, 2019, by and between RQI Partners, LLC, a Delaware Limited Liability Company, having its principal offices at 7272 Greenville Avenue, Dallas, Dallas County, Texas 75231 (hereinafter "RQIP"), and University Medical Center of Southern Nevada, whose principal offices are located at 1800 W. Charleston Blvd., Las Vegas, Nevada 89102 (hereinafter "Customer").

In consideration of the mutual promises of the RQIP and Customer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both, the parties, intending to be legally bound hereby, agree as follows:

1. Extension of Services

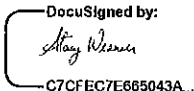
This CO modifies, amends, and supplements the Agreement as follows:

a. Extension Of Term

Per Section 12.1, the parties wish to renew and extend the term of the Agreement. The Agreement's Extended Term shall begin on November 1, 2024 and continue for 36 months ending on October 31, 2027.

b. The attached Quote # Q-28324 shall be annexed hereto and be made part of Exhibit A of the Agreement.

The Agreement, as amended, continues and remains in full force and effect, except as otherwise modified, amended or supplemented by this CO.

RQI Partners, LLC	University Medical Center of Southern Nevada
Signed By:  C7CFEC7E665043A..	Signed By:
Name: Stacy Weaver	Mason Van Houweling
Title: Vice President, Customer Impact	CEO
Date: 11/26/2024	Date:

Quote good through: December 31, 2024

Quotation



An American Heart Association
and Laerdal Program

RQI Partners, LLC
7272 Greenville Avenue
Dallas,
Texas 75231
USA

Quote#: Q-28324
Date: November 21, 2024
Expires On: December 31, 2024

CUSTOMER:

University Medical Center of Southern Nevada (UMC)
1800 W Charleston Blvd
Las Vegas
Nevada
United States
89102

ACCOUNT MANAGER:

Grant Walker
grant.walker@rqipartners.com

PRODUCTS FAMILY: RQI					
PRODUCT	QUANTITY	CONTRACTED TERM	LIST PRICE	PRICE PER UNIT	TOTAL PRICE
RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020) (Existing)	1,800	36	\$88.00	\$70.40	\$380,160.00
RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020) (Existing)	900	36	\$96.00	\$71.04	\$191,808.00
RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020) (Existing)	400	36	\$96.00	\$72.96	\$87,552.00
RQI Healthcare Provider RQI Self-Directed Basic Life Support (2020) (New)	400	36	\$88.00	\$70.40	\$84,480.00
RQI Healthcare Provider ALS RQI Self-Directed Advanced Life Support (2020) (New)	100	36	\$96.00	\$71.04	\$21,312.00
RQI Healthcare Provider PALS RQI Self-Directed Pediatric Advanced Life Support (2020) (New)	100	36	\$96.00	\$72.96	\$21,888.00

PRODUCTS FAMILY: EQUIPMENT					
PRODUCT	QUANTITY	CONTRACTED TERM	LIST PRICE	PRICE PER UNIT	TOTAL PRICE
RQI Skill Station Traditional RQI Skills Simulation Station (2020 Total Existing)	17	36	\$0.00	\$0.00	\$0.00
Additional per Station Fee Fee for additional station (8 of the 21 Complimentary)	13	36	\$2,750.00	\$2,750.00	\$107,250.00
RQI Skill Station Traditional RQI Skills Simulation Station (2024 New Additional)	4	36	\$0.00	\$0.00	\$0.00

QUOTE TOTALS	
Quote Total:	\$894,450.00

For Services Period: 11/1/2024 – 10/31/2027

Terms and Conditions

All Prices are in USD

This quotation represents a good faith offer for services offered by RQI Partners, LLC. Unless withdrawn orally or in writing by RQI Partners prior to acceptance, this quotation will be accepted by signing and returning to the representative of the Company that made the offer. The agreement created by your acceptance of the offer guarantees the pricing indicated in this quotation. The aforementioned notwithstanding, to the extent RQI Partners requires a Master Services Agreement with your purchase or you have already entered into a Master Services Agreement with RQIP, then this quotation is subject to the additional terms and conditions in the Master Services Agreement that your organization and RQI Partners will be required to execute, or will be subject to a Master Services Agreement that already exists with your organization. You will have 60 days to review and accept or reject the offer without any penalty to you. After that 60-day period, the offer in the quotation will expire, unless extended by RQI Partners.

The Customer acknowledges that RQI Partners may conduct usage audits and agrees to pay, as will be provided for in the Master Services Agreement, for any usage above the number of subscriptions specified in this quotation and/or the final Order Form. In the event Customer does not enter into a Master Services Agreement, Customer nonetheless understands and agrees that RQI Partners may conduct usage audits and agrees to pay for any usage above the number of

subscriptions specified in this quotation and/or final Order Form. Except in the case of out of box failure or product defect, the Customer may be responsible for replacing manikin faces, lungs and wipes, adult and infant resuscitation bags and manikin clothing.

This quotation is exclusive of relevant sales taxes. Relevant sales taxes will be added to all invoices unless Customer provides evidence of tax-exempt status. The State tax is State dependent and not known at this time.

Customer agrees to be bound by the Terms and Conditions and to pay all amounts shown on this Quotation. Subscription and license fees may be invoiced over the term of the agreement. The default invoicing frequency will be annual, unless Customer indicates otherwise. Fees for activations, custom services and licenses not covered by the Agreement will be invoiced upon delivery. Payment terms are net 60 days.

Customer Print Name:	Customer Job Title:
Customer Signature:	Customer Signature Date:

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: One(1)						
Corporate/Business Entity Name:		RQI Partners, LLC				
(Include d.b.a., if applicable)						
Street Address:		7272 Greenville Ave, Suite P2020		Website: https://rqipartners.com/		
City, State and Zip Code:		Dallas, TX 75231		POC Name: Kimberly Rogers		
				Email: kim.rogers@rqipartners.com		
Telephone No:		(845)972-2499		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

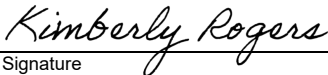
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
N/A - no individual persons		

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 Director, Accounting _____ Title	Kimberly Rogers _____ Print Name 11/25/2024 _____ Date
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

Issue:	Memorandum of Understanding with SCAN Health Plan Nevada, 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 Memorandum of Understanding with SCAN Health Plan Nevada for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000850000

Description: Managed Care Services

Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance

Term: January 1, 2025 through December 31, 2025 *(Initial Term)*

Amount: Revenue based on volume

Out Clause: 90 business days w/o cause

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

BACKGROUND:

This request is for approval of a new Memorandum of Understanding (“MOU”) with SCAN Health Plan Nevada, Inc. (“SCAN”). SCAN provides healthcare coverage to Medicare beneficiaries in California, Arizona, Texas and Nevada, and serves more than 285,000 members. It is one of the largest not-for-profit Medicare Advantage plans in the country.

This MOU establishes that SCAN will compensate UMC for covered services provided to a SCAN member using Medical Allowable Rates and Reimbursements. This MOU is effective from January 1, 2025 through December 31, 2025 (the “Initial Term”), and may be renewed for successive one-year increments. SCAN and UMC continue to work in good faith to enter into a more definitive agreement by the end of the Initial Term of the MOU.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their December 4, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
December 11, 2024

Agenda Item #

19

**MEMORANDUM OF UNDERSTANDING AND TERM SHEET
BETWEEN SCAN HEALTH PLAN NEVADA, INC.
AND
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
FOR THE PROVISION OF PROFESSIONAL AND FACILITY SERVICES**

This Memorandum of Understanding and Term Sheet (“MOU”) confirms an agreement on certain terms and provisions and is entered into and effective as of January 1, 2025 (“Effective Date”) between SCAN Health Plan Nevada, Inc., a Nevada nonprofit corporation, together with any SCAN entity that may be set forth in Exhibit E from time to time (each a “SCAN Entity” and collectively “SCAN”), and University Medical Center of Southern Nevada, a county-owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes doing business as University Medical Center (UMC) (“Provider”).

RECITALS

WHEREAS, each SCAN Entity and Provider desire to enter into an agreement for the provision and coordination of covered services to eligible and qualified Medicare and/or dually eligible beneficiaries who are covered by a SCAN Benefit Plan; and

WHEREAS, each SCAN Entity identified in Exhibit E is individually and separately responsible for its own duties and obligations under this MOU, and shall not be responsible for the duties and obligations, including but not limited to any payment obligations or any omissions, of any other listed entity;

WHEREAS, each SCAN Entity and Provider have agreed on preliminary terms as set forth in this MOU, and are working in good faith to enter into a definitive agreement; and

WHEREAS, each SCAN Entity and Provider desire for Provider to enter into this MOU for the provision and coordination of covered services to eligible and qualified Medicare and/or dually eligible beneficiaries who are covered by a SCAN Benefit Plan in accordance with the terms set forth herein until such time that each SCAN Entity and Provider enter into a definitive agreement.

THEREFORE, the parties hereto agree as follows:

1. Terms and Conditions. The terms and conditions below are intended to summarize the preliminary discussion between the parties and to outline the key agreed-upon provisions subject to the execution of a definitive agreement by and between each SCAN Entity and Provider (the “Agreement”). If each SCAN Entity and Provider do not enter into an Agreement by December 31, 2025, the terms set forth below shall be binding upon each SCAN Entity and Provider with respect to Provider’s provision of Covered Services (as defined in Exhibit A) to Members (as defined below) under this MOU. The binding terms and conditions mutually agreed to by the parties, inclusive of all Exhibits attached hereto and incorporated herein (Exhibits A-E), are as follows:

MOU Effective Date: January 1, 2025.

MOU Initial Term: The initial term of this MOU shall commence on the Effective Date, and shall remain in effect until December 31, 2025 (“Initial Term”). Thereafter, upon written agreement, the term of this MOU may renew for successive (1) one-year terms. Either party shall be able to terminate this MOU without cause by giving ninety (90) days’ prior written notice to the other party. Notwithstanding the foregoing, this MOU shall terminate upon the execution of a definitive agreement between each SCAN Entity and Provider

Covered Services. See Exhibit A.

Compensation Terms:

Each SCAN Entity, as applicable, shall compensate Provider for Covered Services provided to a Member (“Compensation Amount”) in accordance with the terms below and additional detail provided in Exhibit B (Compensation). Subject to the terms of this MOU and the Provider Operations Manual (as defined below), Provider and Contracted Providers (as defined below) shall accept the Compensation Amount as payment in full for the provision of Covered Services from such SCAN Entity. For the avoidance of doubt, amounts owed by a SCAN Entity for its SCAN Members shall not be an obligation and shall not be due and payable by any other SCAN Entity, including but not limited to as it pertains to Provider’s obligation to return identified overpayments to a SCAN Entity.

[REDACTED]

2. Licensure. Provider has and shall maintain all licensure required for the provision of services set forth in this MOU.
3. Term. (Intentionally omitted)
4. Credentialing Criteria. Provider and each Contracted Provider must be credentialed in order to qualify as an in-network provider for Members and to be eligible for payment from SCAN under this MOU. Prior to the satisfactory completion of credentialing, Provider and each Contracted Provider, as applicable, shall be considered out-of-network for purposes of Member cost-sharing and payment.
5. Confidentiality. All information concerning each party received by the other party and its representatives, and the Terms and Conditions set forth in this MOU, and any communications between the parties related thereto will be held in strict confidence among the parties and shall not be disclosed to any third person or party, with the exception of the parties’ legal and financial advisors. SCAN acknowledges that Provider is a public, county-owned Provider 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 Provider receives a demand for the disclosure of any information related to this MOU that SCAN has claimed to be confidential and proprietary, Provider will immediately notify SCAN of such demand and SCAN shall immediately notify Provider of its intention to seek injunctive relief in a Nevada court for protective order. SCAN shall indemnify and defend Provider from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of SCAN document in Provider's custody and control in which SCAN claims to be confidential and proprietary

6. Provider Operations Manual. The Provider Operations Manual is incorporated into this MOU and made a part hereof and may be updated from time to time by SCAN. SCAN may amend the Provider Operations Manual in its sole and absolute discretion. SCAN shall use reasonable efforts to provide timely notification of any material changes to the Provider Operations Manual. In the event Provider disagrees with the change, Provider shall notify SCAN in writing of the disagreement within thirty (30) calendar days of receipt of SCAN's communication of the change. SCAN and Provider shall discuss the issue and make good faith efforts to reach a mutually agreeable resolution. Notwithstanding Provider's right to notify SCAN of disagreements, the final decision with respect to any amendment shall be made by SCAN.
7. Definitions. All capitalized terms in the MOU and Exhibits shall have the following meanings:
 - 7.1. "Applicable Law" means all applicable federal and state laws, regulations, and governmental directives related to this MOU, as well as, with respect to Provider, applicable accreditation body requirements, as may be adopted, amended, or issued from time to time.
 - 7.2. "Benefit Plan" means a health benefit policy, health benefit contract or coverage document issued or administered by SCAN.
 - 7.3. "Clean Claim" means a claim for Covered Services that has no defect or impropriety requiring special treatment that will prevent timely payment. A Clean Claim is one that meets CMS billing criteria and references appropriate authorization by SCAN.
 - 7.4. "Coinsurance" means the out of pocket cost-sharing charges, in the form of a percentage of the total cost of services, a Member is required to pay for Covered Services at the time rendered.
 - 7.5. "Contracted Provider" means a physician, hospital, clinic, facility, health care professional or any provider of items or services that is employed by or has a contractual relationship with Provider. The term "Contracted Provider" includes Provider for those Covered Services provided by Provider.
 - 7.6. "Copayments" means the out of pocket cost-sharing charges, in the form of a flat fee, a Member is required to pay for Covered Services at the time rendered.

- 7.7. “Covered Services” means those Medically Necessary health care services and items covered under the applicable Member’s Benefit Plan that are eligible for payment if delivered in accordance with the terms of this MOU, as applicable.
- 7.8. “Deductible” means the out of pocket cost-sharing charges a Member is required to pay for Covered Services before SCAN will cover.
- 7.9. “Medically Necessary” means care which: is (a) necessary for the diagnosis or treatment of a medical condition; (b) provided in a manner appropriate for the symptoms, consistent with the diagnosis, and in accordance with professionally recognized standards of health care; (c) provided in a safe and appropriate setting given the nature of the diagnosis and severity of the symptoms; and (d) not provided primarily for the convenience of the Member, his/her family, the attending physician, or Provider.
- 7.10. “Medicare Allowable Rate” means the lesser of (i) the then current and applicable National Medicare Fee Schedule geographically adjusted for the Covered Services provided, less Member Cost Sharing Payments or (ii) the amount CMS would pay under original Medicare for the same Covered Services, less any applicable Member Cost Sharing Payments.
- 7.11. “Member” means a person who, at the time that services are rendered, is eligible to receive Covered Services under the terms of a SCAN Benefit Plan.
- 7.12. “Member Materials” means the evidences of coverage or member handbooks, as amended from time to time, that SCAN Entities issue to Members and that include complete descriptions of the terms, conditions and benefits available to Members under the applicable Benefit Plan.
- 7.13. “Primary Care Physician” means the physician selected by or assigned to a Member to provide, coordinate, and oversee care in accordance with the Member Materials.
- 7.14. “Provider Operations Manual” means the document or series of documents created, maintained, updated and distributed from time to time by SCAN that describes SCAN’s policies and procedures and other requirements for the Benefit Plans. The Provider Operations Manual is located on the SCAN website at www.scanhealthplan.com.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

SCAN Health Plan Nevada, Inc
a Nevada nonprofit corporation



Name: Karen Schulte

Title: President

Date: 11/21/2024

University Medical Center of Southern Nevada
a Nevada nonprofit corporation

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

TIN: 88-6000436

EXHIBIT A

Covered Services - Fee-For-Service

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

EXHIBIT B
Compensation

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

Exhibit C - Provider Locations

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

EXHIBIT D

CMS Requirements Exhibit

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

Exhibit E - SCAN Entities

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

EXHIBIT F
Delegation Agreement

Intentionally left blank

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: approximately 20						
Corporate/Business Entity Name:		SCAN Health Plan Nevada, Inc.				
(Include d.b.a., if applicable)						
Street Address:		3800 Kilroy Airport Way, Suite 100		Website: www.scanhealthplan.com		
City, State and Zip Code:		Long Beach CA 90806		POC Name: Josh Martin Email: j.martin@scanhealthplan.com		
Telephone No:		(800) 559-3500		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

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

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 ☒ UNKNOWN

(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 ☒ UNKNOWN

(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.

Karen Schulte
Karen Schulte (Nov 22, 2024 14:17 PST)

Signature

President

Title

Karen Schulte

Print Name

11/22/2024

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:	Agreement with Tegria Services Group – US, 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 with Tegria Services Group – US, Inc. for Epic Forms Conversion; execute extensions and amendments; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Epic Forms Conversion
Bid/RFP/CBE: NRS 332.115(1) (b) - Professional Services
Term: Estimated 6 months
Amount: \$300,000
Out Clause: 15 days w/o cause

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

BACKGROUND:

Since October 2022, UMC has had an Agreement with Tegria Services Group – US, Inc. for managed services support. This support is provided by a team of EPIC-certified experts who have experience in Epic revenue cycle management, denials, coding, and quality optimization in the healthcare field.

This request is enter into a new Agreement with Tegria for Epic forms conversion. Tegria will transition all UMC forms currently built and captured in BottomLine (Logical Ink) to Epic forms, laying the foundation for both present and future optimization. Tegria will design, build, and test the preferred electronic signature method and scanning workflow within Epic. They will also train IT staff to support the Epic forms build and the signature capture process. Additionally, Tegria will manage onboarding requirements, including planning, design, form creation, and workflow implementation.

UMC will compensate Tegria \$300,000 for an estimated 6 months from January 13, 2025 through July 11, 2025. Either party may terminate this Agreement with a 15-day written notice to the other. Staff also requests authorization for the Hospital CEO, to execute future extensions and amendments at his discretion and within his delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
December 11, 2024

Agenda Item #

20

UMC's Chief Information Officer 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 December 4, 2024 meeting and recommended for approval by the Governing Board.

A3158-O17357



STATEMENT OF WORK
TEGRIA SERVICES GROUP – US, INC.

Submittal

Pursuant to the Agreement for Managed Services Support dated October 27, 2022 (the “Agreement”), entered into between Tegria Services Group – US, Inc. (“Company” herein “Contractor”) and University Medical Center of Southern Nevada, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (“Hospital” herein “Customer”), Customer hereby submits this Statement of Work (“SOW”), including Schedules A and B hereto, to Contractor. Customer and Contractor may be referred to herein as the “Parties”.

The effective date of this SOW will be October 17, 2024 (“SOW Effective Date”) with pricing set forth valid for ninety (90) days. If the SOW is returned after ninety (90) days, it may be rendered, by Contractor, as invalid and, subsequently, reissued with updated pricing.

Dated submitted: _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA

By: _____

Acceptance

Pursuant to the Agreement, Contractor hereby accepts this SOW.

Date Accepted: 10/17/2024

TEGRIA SERVICES GROUP – US, INC.

By:

DocuSigned by:
Peter Bonamici
2764E8A3788544A...

Peter Bonamici

 SVP

A3158-O17357

Tegria

SCHEDULE ATEGRIA SERVICES GROUP – US, INC.
STATEMENT OF WORK*Epic Forms Conversion*PROJECT SERVICES AND SCOPE OF WORK

This Schedule A sets forth the Project Services to be performed in accordance with the Agreement.

1. **Project Description.**

1a. **Overview of Services.** Contractor will partner with Customer to transition all Customer forms currently built and captured in BottomLine (Logical Ink) to Epic.

1b. **Project Services.** Project Services will be performed by members of Contractor's team on a 100% remote basis. Any travel requested by Customer must be approved in advance by Contractor.

1c. **Duration of Project Services.** Duration of Project Services will begin January 13, 2025 through July 11, 2025. Any modifications to the Duration of Project Services provision due to unforeseen delays to Project Services or additional time needed to complete Deliverables (as outlined in Section 2b) will be mutually agreed to between Contractor and Customer and will not require an amendment to this SOW unless such modification causes a change to Project Services Compensation as defined under Schedule B. Such approval may be in written communications or electronic mail indicating approval.

1d. **Amendments to SOW.** Any change to the Project Services unless outlined under Section 1c will require approval in advance by both Parties and will be outlined in an amendment to this SOW. Customer understands that a rejection of any proposed change in the Project Services by Contractor does not automatically terminate this SOW.

2. **Project Scope/Project Deliverables.** Contractor will provide Customer with a focused, experienced team to assess the areas below. Specific deliverables are provided in further detail.2a. **Project Scope.**

- From initial pre-discovery discussion, there are approximately 120 forms currently in-use in Logical Ink that need conversation. The high-level objectives include:
 - Transition of all forms currently in Logical Ink into Epic forms build to lay the groundwork for present and future optimization.
 - Preferred method of electronic signature and scanning workflow in Epic designed, built, and tested.
 - Mentoring of information technologies ("IT") analysts to support Epic forms build and training support of signature capture workflow.
- **Onboarding & Kick-off.**
 - Contractor will complete all onboarding requirements and receive Customer Epic system access.
 - Contractor will hold a kick-off meeting to ensure all stakeholders involved in this engagement are aware of scope, timeline and information needed to meet objectives.

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Tegria

- **Planning & Design.**
 - Define the scope of all forms that need transitioning to Epic forms build including if languages other than English are needed.
 - Download and convert to plain-text all in-scope forms from Logical Ink and any other third-party sources.
 - Capture the key decisions on Epic form and electronic signature capture workflows including but not limited to the method of capture, the patient-facing workflow and where they are stored.
 - Finalize the project plan for build, testing and workflow implementation and Go-Live.
- **Forms & Workflow Implementation.**
 - Translation of plain-text forms into Epic e-signature templates with SmartForm and SmartText build elements.
 - Build in Epic for scanning document types, registration documents table and additional storage areas.
 - Design and build for all forms printing, scanning and e-signature workflows.
 - Testing of Epic forms embedded in Cadence/Prelude, Health Information Management (“HIM”), clinical and patient-facing workflows.
 - Development of all build and workflow design documentation.
- **Training & Go-Live.**
 - Validation of workflow tip sheets with operational stakeholders.
 - Assistance with end-user training and addressing questions.
 - Development of communication documentation.
 - Go-Live with new Epic form build and signature capture workflows.
 - Stabilization and resolution of break/fix issues.
- **Transition & Wrap-up.**
 - Transition all engagement deliverables and conduct a wrap-up with all stakeholders outlining key accomplishments, current-state workflows and potential future optimizations.

2b. **Project Deliverables.** Upon completion of Project Services, Contractor will provide Customer with the following:

- Construct detailed Contractor project plan and share project charter (developed in coordination with Customer project leadership).
- Provide discussion notes with operational leadership and key decision register.
- Complete Epic form and workflow build solutions, migrated to Production with assistance from Customer’s IT team (maximum of 300 forms).
- Create Operational Tip Sheets and Workflow Change Documentation.
- Provide Weekly Executive Summary Email Updates and attend Weekly Operational/IT Sponsor Meetings.

2c. **Project Exclusions.** Project Services outlined do not include on-call hours. On-call hours will only be accepted when specific on-call responsibilities and rate are mutually agreed upon in advance by Contractor and Customer.

3. **Project Team.**

3a. **Contractor Team.** Contractor team to be comprised of the below resources as stated herein under the **Project Team Table 1.**

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Tegria

Project Team Table 1.

Role	Role Description
Engagement Director	Experienced Project Manager to advise on project governance and executive communications.
Engagement Manager	Experienced Project Manager responsible for the day-to-day leadership of the project, facilitating all standing meetings and ensuring project timelines are met.
Patient Access Consultant	Experienced Patient Access consultant to partner with operations and IT to conduct forms analysis and execution of build and testing.

3b. **Customer Team.** Customer agrees to provide the following dedicated resources to partner with Contractor's team in connection to performance of Services in order to carry out the deliverables stated herein under the **Project Team Table 2.**

Project Team Table 2.

Role	Role Description	Estimated Hours per week
Executive Sponsor	Guide strategic organizational recommendations, attend monthly project leadership meetings.	1-2 hours/week
Patient Access/Consumer Digital/HIM/Clinical Stakeholders	Assist with planning and organizing project execution, attend weekly project leadership meetings, act as liaison to operational managers.	1-2 hours/week
Patient Access/HIM/MyChart Analyst(s)	Assist with current-state discovery and future-state system build and migration.	1-2 hours/week

4. **Project Requirement.** In order to effectively perform the work described in this SOW, Customer agrees to the following. If Customer is unable to provide the project requirements as requested by Contractor in a timely manner, Customer agrees that Contractor will not be considered in breach of its performance of the Services under this SOW. In the event of insufficient access, Contractor will notify Customer and the Parties will agree to a revised scope, cost and/or timeline via executing a separate amendment to this SOW.

- Partner with Contractor as a team to implement the objectives and activities, based on mutually agreed upon project approach and timeline.
- Provide Contractor all access to necessary personnel, background information, software and documentation in a timely manner including:
 - Analyst representation.
 - Existing technical and application-level materials (e.g., current state workflows, current issues, initiatives underway).
 - Governance processes, etc.
- Meeting the review deadlines required to complete the work in the assigned timeframe, as provided by Contractor.
- Grant Contractor end-user system access to Customer's instance of electronic medical record ("EMR") on or before project start date, so Contractor may perform the following functions:
 - Review system settings.
 - Run relevant reports.
 - Prepare and implement build recommendations.

A3158-O17357

Tegria

5. **Notices.** The following contact person for receiving notices under the Agreement and this SOW will be:

5a. **Customer Contact Person.**

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

5b. **Contractor Contact Person.**

Tegria Services Group – US, Inc.
Attn: Contracting Department
1255 Fourier Drive, Suite 101
Madison, WI 53717
tsg-contracting@tegria.com

A3158-O17357



SCHEDULE B

TEGRIA SERVICES GROUP – US, INC.
STATEMENT OF WORK

Epic Forms Conversion

COMPENSATION

This Schedule B sets forth the Project Services compensation and Project Reimbursements payable by Customer to Contractor in accordance with the terms set forth in the Agreement:

- 1. **Project Services Compensation.** Contractor to provide listed Project Services for a fixed price of \$300,000.00. In consideration of the provision of Project Services pursuant to this SOW, and upon receipt of an invoice from Contractor, Customer will pay Contractor the monthly amounts as outlined in the Payment Schedule Table 3 below for Project Services rendered.
- 2. **Overage.** Fixed price includes up to **300** forms under these Project Services. Any forms in excess of **300** forms must be approved in advance by Customer and Contractor and will be outlined in an amendment to this SOW.
- 3. **Travel Expenses.** Any travel requested by Customer must be mutually approved in advance by the Parties and will be invoiced separately to the Customer. In addition, all reasonable out-of-pocket expenses incurred by Contractor in connection with the provision of Project Services under this SOW, including **the actual cost of reasonable travel expenses** and subsistence for daily living expenses while performing Project Services at Customer’s location, will be mutually agreed upon between Customer and Contractor and reimbursed by Customer in accordance with the Contractor reimbursement policy or the Customer-supplied reimbursement policies. Any Customer reimbursement policy must be provided to the Delivery owner prior to the commencement of Project Services or Contractor reimbursement policy will apply.
- 4. **Invoicing and Payment.** Monthly fee goes into effect upon the commencement of Project Services. Contractor shall submit invoices to Customer by the fifteenth (15th) day of each month for Project Services performed during the previous month. Customer shall pay any undisputed invoices net ninety (90) days after receipt of invoice.

Payment Schedule Table 3.

Service Month	Invoicing Date	Monthly Fee
January 2025	By February 15, 2025	\$50,000.00
February 2025	By March 15, 2025	\$50,000.00
March 2025	By April 15, 2025	\$50,000.00
April 2025	By May 15, 2025	\$50,000.00
May 2025	By June 15, 2025	\$50,000.00
June 2025 & July 2025	By July 15, 2025	\$50,000.00

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Tegria Services Group - US, Inc.						
(Include d.b.a., if applicable)						
Street Address:		1255 Fourier Drive, Suite 101		Website: http://tegria.com		
City, State and Zip Code:		Madison, WI 53717		POC Name: N/A		
Telephone No:		N/A		Email: tsg-contracting@tegria.com		
Telephone No:		N/A		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: http://tegria.com		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A		
Local Telephone No:		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)
Providence Health & Services		100%

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

1.

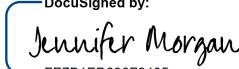
Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2.

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

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DocuSigned by:

EE7B1ED836E2405

Signature

CFO

Title

Jennifer Morgan

Print Name

11/20/2024

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	N/A	N/A	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: Education	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive refresher education regarding the Nevada Public Records Act and the Nevada Open Meeting Law from James Conway, UMC Assistant General Counsel; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will provide an informational presentation regarding Nevada Public Records Act and the Nevada Open Meeting Law.

Cleared for Agenda
December 11, 2024

Agenda Item #

Governing Board Education
The Nevada Public Records Act
and
The Open Meeting Law

Presented by
James Conway, Esq.
Assistant General Counsel

Governing Board Meeting
December 11, 2024

NRS Chapter 239 - Public Records Act

- ***Unless declared by law to be confidential***, all books and records of a state or local governmental entity must be made available for the public to inspect, copy, or to receive a copy.
- Charges to the requester are limited to the actual costs of producing the record.
- Additional fees for extraordinary use of personnel or resources is no longer allowed.
- Records must be provided in an electronic medium unless the records are requested in a different medium.
- The government entity must assist the requestor so that the records are provided as expeditiously as possible.

NRS Chapter 239 - Public Records Act, cont'd.

- A requester may file a petition with the district for an order (1) permitting inspection or a copy of the public record, (2) requiring the public entity to provide a copy of the public record, or (3) providing relief regarding the fee charged for providing a copy of the public record.
- The district court must give the requester's application priority over all other civil matters that do not enjoy statutory priority.
- If the requester prevails in district court, the requester is entitled to recover from the public entity his or her costs and reasonable attorney's fees.

NRS Chapter 239 - Public Records Act, cont'd.

- Statutory revisions made in 2019 imposed new penalties and requirements on government entities regarding public records requests.
- In addition to the relief afforded when a petition is filed in the district court, a governmental entity that willfully fails to comply with the Public Records Act is now subject to the following civil monetary fines that would be deposited in the State General Fund:
 - a \$1,000 fine for a first violation within a 10-year period
 - a \$5,000 fine for a second violation within a 10-year period
 - a \$10,000 fine for a third or subsequent violation within a 10-year period

NRS Chapter 241 - Open Meeting Law

- NRS Chapter 241 is known as Nevada's Open Meeting Law. The intent of the Open Meeting Law is that the actions of a public body are taken openly and that the public body's deliberations are conducted openly.
- The 2023 Nevada Legislative Session reorganized the definition of a public meeting to make clear that a "meeting" requires a quorum ***and either*** (1) the members deliberate toward a decision, ***or*** (2) the members take action on a matter over which the public body has supervision, control, jurisdiction or advisory power.
- The 2023 Nevada Legislative Session also clarified that nonvoting members of a non-elected public body are ***not*** counted for the purposes of determining whether there is a quorum of the public body present at the meeting. The Open Meeting Law previously had been statutorily silent on this issue.

NRS Chapter 241 - Open Meeting Law, cont'd.

- If the public body consists of elected officials, then a public meeting may be held by use of a remote technology system as long as a physical location is designated for members of the public to attend and participate.
- If the public body consists of officials who are **not** elected, then a public meeting may be held with a remote technology system and without a physical location, as long as the public can (1) hear and observe via the remote technology system, (2) participate via telephone, and (3) provide live public comment. Prerecorded public comment may be permitted by the public body, but it is not required.
- For remote meetings of a non-elected public body, the agenda must include clear and complete instructions with a telephone number and meeting access codes for the general public to call in and provide public comment.

NRS Chapter 241 - Open Meeting Law, cont'd.

- A subcommittee or working group of a public body consisting of at least two (2) persons must comply with the Open Meeting Law if those persons:
 - (1) are members of the public body;
 - (2) are staff members of the public body; or
 - (3) are members of the general public who are authorized to make a recommendation to the public body to take action.
- A member of a public body may be found guilty of a misdemeanor and subject to an administrative fine of up to \$2,500 if the member:
 - (1) attends a meeting where any violation of the Open Meeting Law occurs;
 - (2) has knowledge of the violation; and
 - (3) participates in the violation.
- ***However***, no criminal penalty or administrative fine may be imposed on the member of the public body if the violation was the result of legal advice provided by an attorney employed or retained by the public body.

NRS Chapter 241 - Open Meeting Law, cont'd.

- NRS Chapter 450 is the statutory authority that created county hospitals such as UMC. NRS Chapter 450 provides a county hospital's board of hospital trustees or its governing board with four (4) statutory exemptions from the Open Meeting Law, thereby authorizing a closed session.
- A county hospital's board may hold a closed session to discuss the following four (4) matters:
 - (1) providing a new health care service or materially expanding a health care service that is currently provided;
 - (2) the acquisition of an additional facility or the material expansion of the existing facility;
 - (3) matters before a review committee to deliberate the character, alleged misconduct, professional competence or physical or mental health of a provider of health care; or
 - (4) matters related to a medical audit or to the quality assurance programs of the county hospital.

NRS Chapter 241 - Open Meeting Law, cont'd.

- These four (4) exemptions under NRS Chapter 241 are in addition to the exemptions that all public bodies are statutorily entitled to under the language of NRS Chapter 241, i.e., the Open Meeting Law.
- Such examples of a closed session under NRS Chapter 241 include receiving information from the attorney employed or retained by the public body regarding potential or existing litigation; considering the character, misconduct, competence, or health of a person; or meeting with a federal agency under certain circumstances.

QUESTIONS?

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

Issue: 2024 Governing Board Action Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and discuss the Governing Board 2024 Action Plan, to include an informational update regarding the UMC ReVITALize Project; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a presentation regarding the UMC ReVITALize project.

Cleared for Agenda
December 11, 2024

Agenda Item #

22



Re**VITAL**ize

Re**VITAL**ize Update

UMC Governing Board

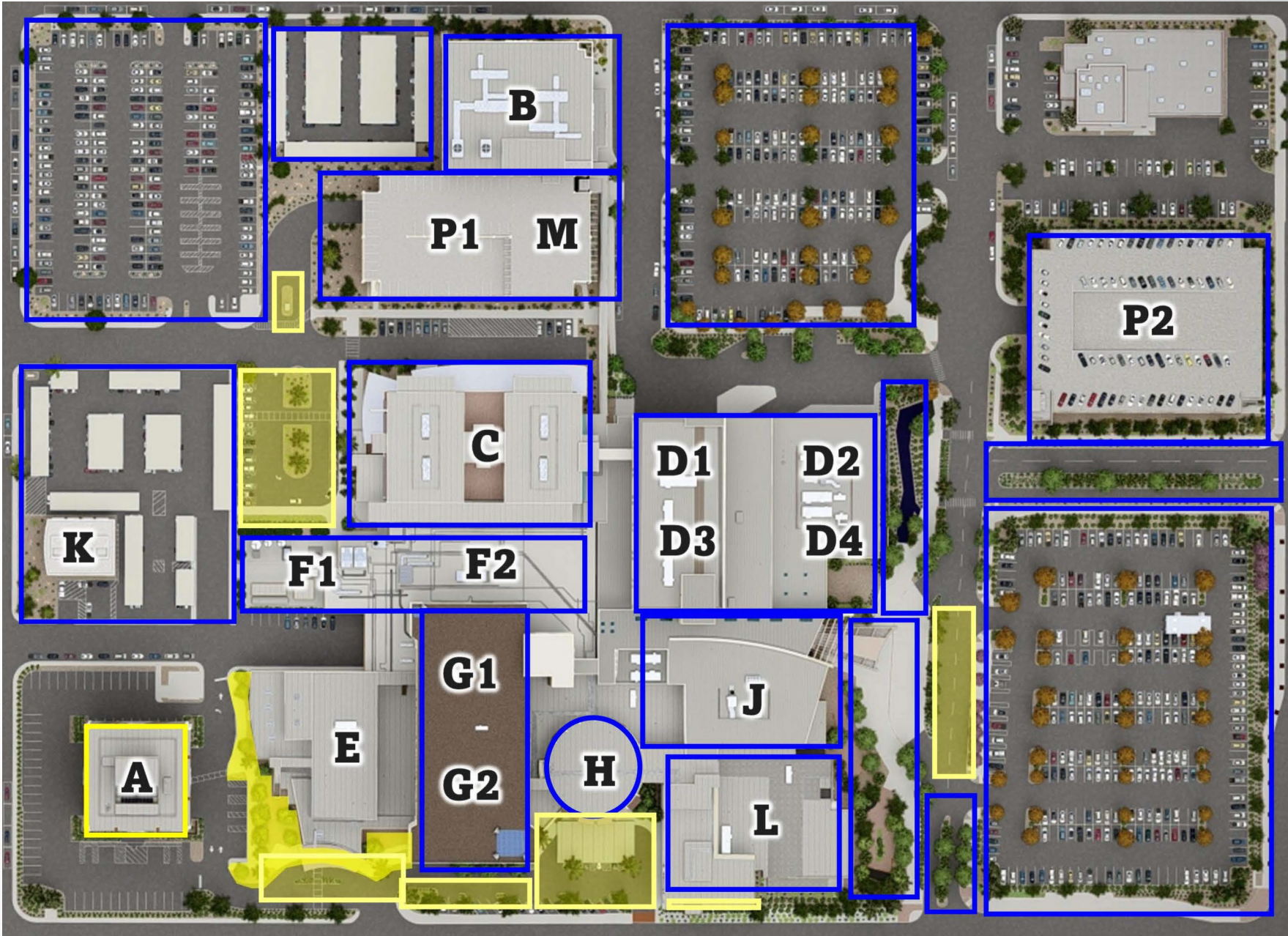
Phasing Plan

Completed
2023-2024

Trauma Building (Bldg. B)
Trauma Visitors/Employee Parking (Trauma North & South Lot)
7 Story Tower (Bldg. G)
Trauma Healing Garden
Trauma Parking Garage (P1 Parking Lot)
Employee Parking (J Parking Lot)
Employee Parking Garage (P2 Parking Lot)
Trauma Green Mile (Bldg. M)
North East Tower (Bldg. D)
Parking Lot I (West Parking Lot)
Physician Parking (K Parking Lot)
ER Building (Bldg. C)
New entrance Shadow Lane
Main Entrance (Bldg. J)

Completion: 2025

Southeast Building (Bldg. L)
Tank Farm (F1)
Connecting Hallway between ED & 7th Story Tower (F2)
A Lot (Southeast Parking Lot)
Charleston Healing Garden
Day Surgery (Bldg. E)
Round Building (Bldg. H)
2040 (Bldg. A)



Building Key

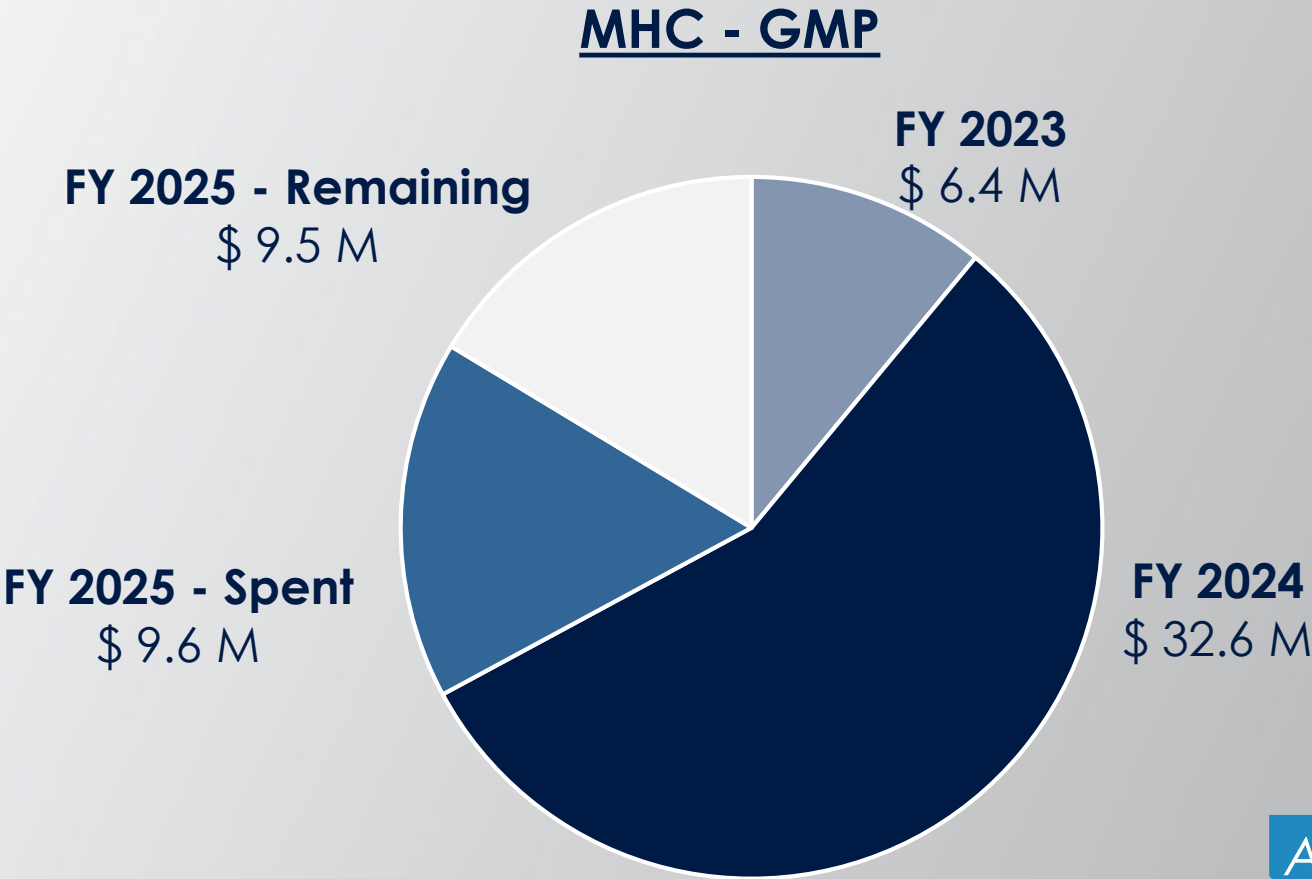
- A: 2040
- B: Trauma
- C: Adult Emergency
- D: North-East Tower
- E: Adult Day Surgery
- F: Mechanical Plant
- G: 7 Story Tower
- H: Round Building
- J: Main Admitting
- K: Physician Parking
- L: 2 & 3 South
- M: Green Mile
- P1: Trauma Garage
- P2: Employee Garage

Blue completed
Yellow in-progress

General Contractor: Martin Harris Construction (MHC)

TOTAL GMP COST (MHC) = \$ 58.2 million

Approved Amount	Invoices Entered to Date	Amount Remaining
\$58,200,000.00	\$46,996,121.23	\$11,203,878.77





Completed
85%

April 2023
Start

December
2024

June 2025
End

Oct 2025
Closeout

Shadow Lane Entrance



Main Entrance

BEFORE



AFTER

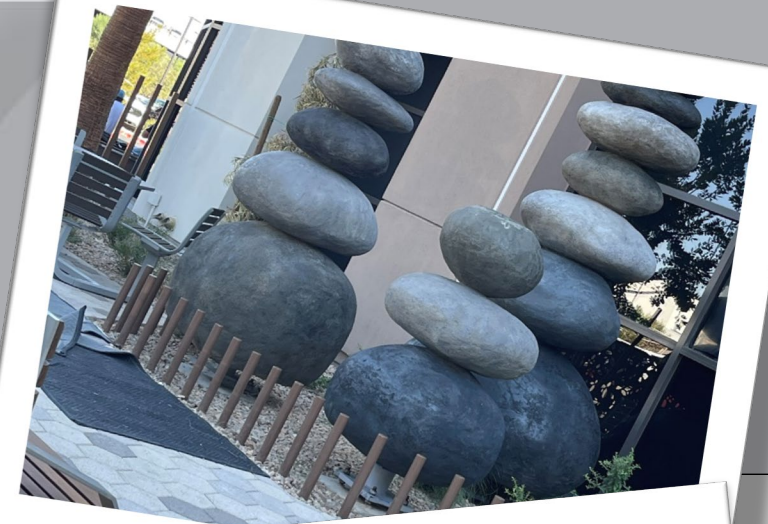


2040 Bldg.



Trauma / Children's Hospital

Time Capsule



Healing Gardens





UNIVERSITY MEDICAL CENTER

QUESTIONS?

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

Issue: Tranquility at UMC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a presentation regarding Tranquility at UMC: An Overview of Integrative Therapies, from Michelle McGrorey, R.N. and Debbie McKinney, R.N.; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a presentation regarding tranquility and integrative therapies at UMC.

Cleared for Agenda
December 11, 2024

Agenda Item #

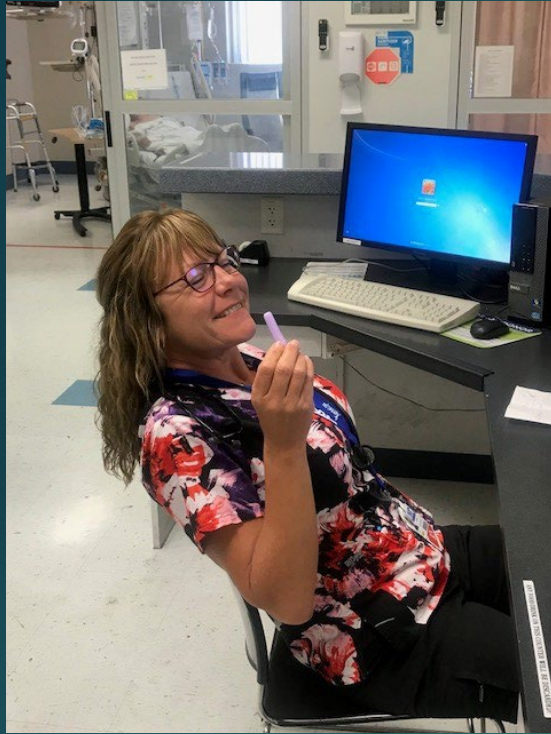
23



- ▶ Nevada's first, full-time, hospital-based, integrative therapies program for patients and staff
- ▶ Entirely nurse-driven (NO physician order needed)
- ▶ Tranquility RNs specialized in the provision of **researched, evidence-based**, holistic/integrative treatment modalities
- ▶ To provide **comfort** (for feelings of pain, anxiety, nausea, vomiting, tension, & stress), Tranquility RNs visit all patient units and staff working in all UMC departments



Integrative Therapies



Healing Touch
Reflexology
Guided imagery
Bio-feedback (staff only)
Massage (light massage only)
Infant massage
Aromatherapy
Breathing & Relaxation Techniques
Music and Imagery (C.A.R.E. Channel)
umc.carechannel.net code: umc3940



Animal Assisted Therapy
Zenimals (meditation)
Quiet at Night
Ortho & Cardiac Units
Tranquility Rooms



Tranquility for the Units

- ▶ C.A.R.E. Channel on all TV's
- ▶ Integrative Therapies Menu Books at Nurses Station
- ▶ Aromasticks at nurses station
- ▶ Lotion: Lavender, Orange lotion, Marjoram
- ▶ Quiet at Night Carts
- ▶ Zenimals
- ▶ AHNA Handouts available
- ▶ Lavender, Chamomile tea available
- ▶ Consults to Tranquility
- ▶ Healing Touch
- ▶ Access to Tranquility Rooms for staff



We're Here For Our Staff, Too!

- ▶ Over half of Tranquility's encounters were for staff (including physicians)

2023: patients – 2438

staff - 2705

- ▶ “Sidewalk consults”

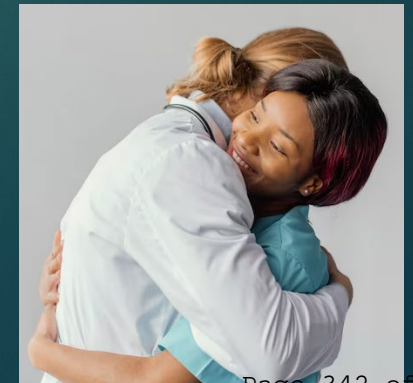
- ▶ Aromatherapy

- ▶ Healing Touch

- ▶ Hugs

- ▶ Allowing them to “vent”

- ▶ Psychological Support – Tranquility assists staff in dealing with stress, improving focus, and increasing overall wellbeing, which then leads to increased productivity and helps with job satisfaction.



Tranquility Room, 2 West

Home-like environment with:

1. C.A.R.E. Channel
2. Diffuser
3. Ambient lighting
4. Self-Care
5. Reading Material
6. Timer
7. Salt lamp
8. Yoga mat
9. Quick Survey



Tranquility Room, 2 West



Tranquility Room, 5 South

Located across from
room 546.

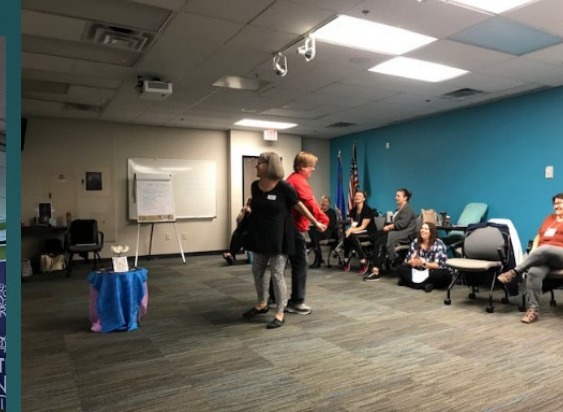


Tranquility Room, 1500 Ortho Unit



Presentations, Classes, Community Outreach

- ▶ Nursing Schools
- ▶ UNLV Medical school
- ▶ DIY Classes: staff & community
- ▶ Support groups
- ▶ HLI presentations
- ▶ ESS Learning – over 4300 RNs & CNAs took the Aromatherapy Course
- ▶ Teach Healing Touch classes
- ▶ Senior Celebrations
- ▶ Nevada Nurses Foundation
- ▶ Community outreach; LV Airport, Amazon, senior centers
- ▶ Radio talk show
- ▶ 64 Local and National presentations



Endnote Speakers at the AHNA National Conference, Orlando, FL



Endnote Speakers - **Michelle McGrorey**, BSN, RN, HNB-BC, OCN, HTC/P, CCAP, HMIP & **Deborah McKinney**, BSN, RN, HMIP, HT Level 1

Making a Molehill Out of a Mountain: How to Change the Culture in a Health Care Setting into a Holistic and Integrative Healthcare Practice

Michelle McGrorey is a nationally recognized, award-winning, integrative, holistic nursing innovator and educator. She has co-authored two articles appearing in *Energy Magazine* (2017 and 2021), and has been featured in *Complementary Therapies in Nursing: Promoting Integrative Care* (9th ed., 2023). She is a member of the National Association of Holistic Aromatherapy, the Healing Touch Professional Association, the American Holistic Nurses Association, and is a board member of the Alliance of International Aromatherapists.

Holistic Nursing Core Values

Deborah McKinney is a nationally recognized, award-winning integrative therapies nurse and educator. She has co-authored two articles appearing in *Energy Magazine* (2017 and 2021), and has been featured in *Complementary Therapies in Nursing: Promoting Integrative Care* (9th ed., 2023). She is a member of the Healing Touch Professional Association and the American Holistic Nurses Association.

E03. Healing Touch: Energy Therapy as an Adjunct in Symptoms Management

Michelle McGrorey, BSN, RN, HNB-BC, OCN, HTC/P, CCAP, HMIP; **Deborah McKinney**, BSN, RN, HMIP & **JoAnne Veith**, RN, HTC/P/I

This interactive and experiential workshop is presented by RNs who use Healing Touch with patients and staff in hospitals, and for their personal self-care. Learn how energy therapy provided bedside to patients helps effectively manage adverse symptoms such as pain, anxiety, stress, tension, and nausea to improve healing and satisfaction with care received. Four Healing Touch techniques will be demonstrated and workshop attendees will be guided in exchanges with each other and ways to use Healing Touch for self-care.

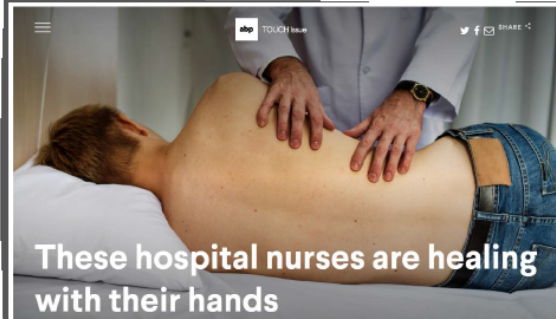
Track: Practice, Personal and Professional Development, Education (B, I, A)

Home >> Life >> Health

The power of touch helps Las Vegas woman deal with illness



Therese Jones, 43, receives healing touch therapy from integrated therapy nurse Michelle McGrorey and registered nurse Deborah McKinney at UMC in Las Vegas on Wednesday, June 21, 2017. Healing touch therapy is a treatment which



These hospital nurses are healing with their hands

We Don't Stop At The Skin. With The Practice Of Healing Touch, Hospitals Are Exploring The Medicinal Power Of Human Contact And Converting Skeptics Into Practitioners

By Don Hise

"Do I'm watching her do this and I'm just ready to open my Coke?" Deborah McKinney says, hands widely kneading the air around her best friend, Michelle McGrorey. They laugh, at the timing and the memory. It was 2010, and McGrorey was about to settle their lives.

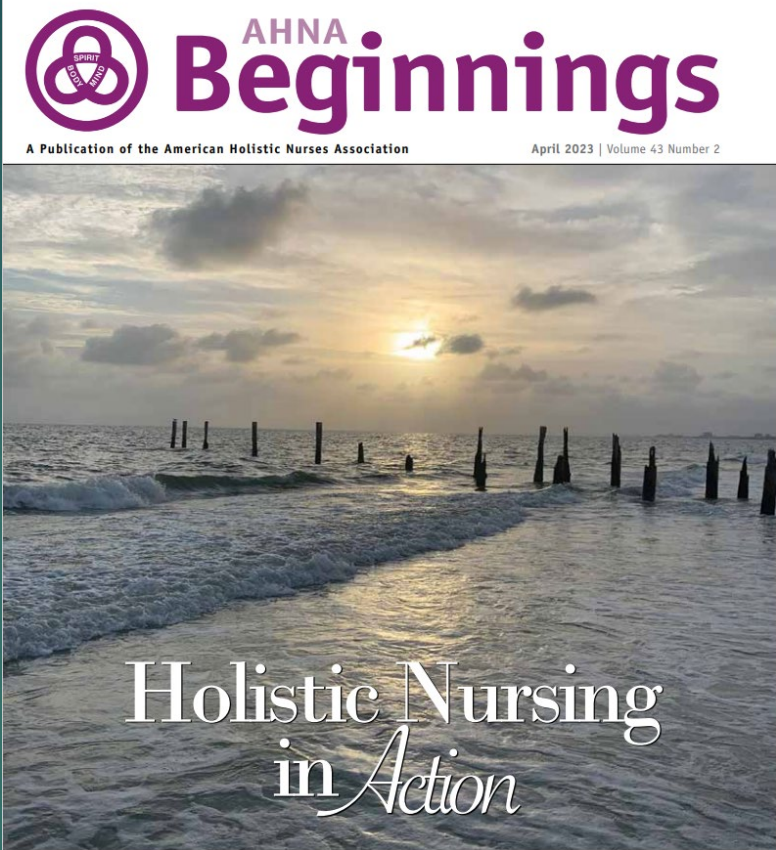
Both registered nurses, they were working in the oncology department of University Medical Center in Las Vegas, and McGrorey was sharing her skills as a newly minted practitioner of Healing Touch. Not just placing a caring hand on patients, but scanning their bodies for energy disturbances tied to illness, injury and stress, then methodically clearing them with focused breaths, holds and intentional touches.

"She put me through sessions and it was relieving. It really was. It felt good. But beyond that, it's like, you lost me?" says McKinney, whose skepticism of healing Touch deepened over the scarcity of primary research and also that seemed obvious in what she did that. The daughter of a nuclear physicist, she felt that if science couldn't pinpoint the mechanism, then outcomes could be boiled down to the placebo effect or simple relaxation.

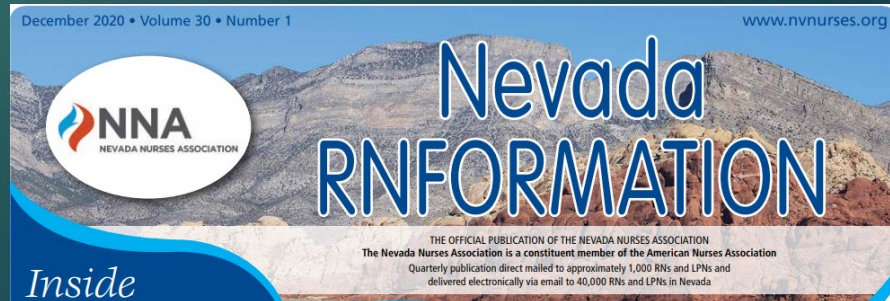
"The mechanism, according to Healing Touch Program Inc., is the human biofield. Our bodies are governed by electrical signals that create magnetic fields, and flows in this energy system can get disrupted. Practitioners are trained to feel and fix imbalances in emitted frequencies, whether they come across like heat, vibration or a tapping sensation."

"You don't always know what it is, but it's off, not matching the rest of the body. If you've been out and operated on there's a pain ridge, like a hot thing that hits my hand," says McKinney, who visualizes such defects in the back-and-forth smoothing or drawing as she works on patients. "It's hard to put energy into words. It'll pop, it'll crackle, it'll almost shake. ... You know you sound like a hair when you're talking about it. I'd think I was crazy too!"

Crazy to the exact word McKinney used to describe her friend, even after



Holistic Nursing in Action



produced by Healing Touch Program

FEATURE ARTICLES

Integrative Therapies Program at University Medical Center of Southern Nevada
By: Michelle McGrorey, BSN, RN, OCN, HTCP, CA

In 2010, we were seasoned oncology nurses working on an inpatient unit, and we recognized that we could do more for our patients than merely administering chemotherapy, supportive medications and intravenous fluids. This was okay if you just wanted to treat the body, but what about the "person" in the bed?



Michelle McGrorey and Deborah McKinney

I was always interested in energy medicine, and after taking the Healing Touch Level 1 class that same year, I developed a passion for energy medicine and holistic nursing. After seeing some amazing results, I lassoed my colleague, Deborah McKinney, BSN, RN, OCN, into my passion. After some kicking and screaming, and her thinking I was crazy, she had an opportunity to see firsthand the **incredible effects Healing Touch can have** on a person, and my passion became her passion too. So our journey began. **We committed 4 hours a week to doing nothing but Healing Touch on our oncology patients. Over time, the word spread and our administration took an interest in what we were doing.**

Thanks to the progressive leadership of our new CNO at University Medical Center of Southern Nevada, we now have a **full-time integrative therapies program**. She had heard about us providing Healing Touch to some of our oncology patients and wanted to know more about it. After a couple of meetings, she asked us to develop an integrative program for the entire hospital, and so, the **Integrative Therapies Program at UMC** was born!

This has been a long time coming. Although our previous administration was interested in holistic nursing, the Program never got off the ground. With the support of our new leadership and the positive feedback of over 200 patients, our CNO and Director of Specialty Services recognized the need to have an integrative program in place. Now that we are officially up and running, our goals for our Integrative Therapies Program will include inpatient and outpatient services, research and education, and multiple holistic modalities.

Learn to be quiet enough to hear
the genuine within yourself so
that you can hear it in others.

— Marian Wright Edelman

Hoax, Hooey, or Healing?

Deborah L. McKinney, BSN, RN, OCN
Michelle R. McGrorey, BSN, RN, OCN, HTPC, CA

I am the daughter of a nuclear physicist. Even my mother, growing up in farm country, saw science played out on a daily basis. As a result, I grew up in a very science-based household. I was taught to question everything and accept very little at face value. As a registered nurse (RN) who started out as a physics major in college, I am thoroughly steeped in the hard sciences. So in 2010 when my best friend and colleague, Michelle, approached me with the idea of Healing Touch, it was all I could do to not spew my Coke. I genuinely thought she had taken a long walk off a short pier and plunged into complete and total lunacy.

For the next year and a half, she was extremely persistent in her appeal to me regarding the benefits of Healing Touch. Over and over, she showed me how to do it — where to place my hands, how to feel the energy moving and when to move to the various hand positions. We even completed Healing Touch on each other and, I have to say, I found it very relaxing. But, beyond that, she lost me. Frankly, it looked like Voodoo. Waving my hands over someone? It looked every bit as scientific as if I had a magic wand, waved it over a person and charmed, "Abracadabra... Abracadabra..." However, not wanting to hurt her feelings, as she is my best friend after all, I tried to be polite and enthusiastic.

In time, I became genuinely concerned about Michelle's reputation and standing on our hospital's

inpatient oncology unit and I felt that I should set her straight on this Healing Touch business. I mean, people started talking. What is she doing? What is that? Is this for real? You have got to be kidding! As you can imagine, I wanted to protect my friend. So, I made it my mission to gently guide her back to her role in Western medicine as an RN.

One day, I was sent to one of our Intensive Care Units (ICU) to administer a chemotherapy regimen to a young man in his early 20s with a very serious illness, deadly, in fact. When I saw him he was barely responsive, nearly comatose and working hard to breathe. He had refused intubation. His RN told me that it was because he did not want to be hooked up to a machine to breathe.

I arrived on the ICU around 11:30 and at 12:00, I began my chemotherapy regimen, medicating him first with 500 mg of IV acetaminophen, 50 mg of IV Benedryl, and 125 mg of IV solumedrol. These were necessary to mitigate any adverse reactions he might have to the chemotherapy.

At 12:30, his vital signs were: Temperature: 38.9 C, Pulse: 122, Respirations: 36, and Blood Pressure: 142/97, pretty much what they had been all morning. At this point, I started his first chemotherapy drug.

As time went on, his vital signs changed very little.

Energy Medicine in Healthcare

Energy Medicine is Power
with Blaine Wilkes

Using Holistic Modalities in
the Hospital? You Bet!
with McKinney & McGrorey

Bringing Energy Medicine
into a Leading Cancer
Treatment Facility
with Eileen Kelly Vallatini

Plus more articles,
energetic techniques
and practices.

Using Holistic Modalities in the Hospital? *You Bet!*

*Hospitals would do well to incorporate integrative
therapies as active treatment interventions into their patients'
documented plans of care, as the evidence of their effectiveness is
clearly undeniable.*

Debbie McKinney and Michelle McGrorey

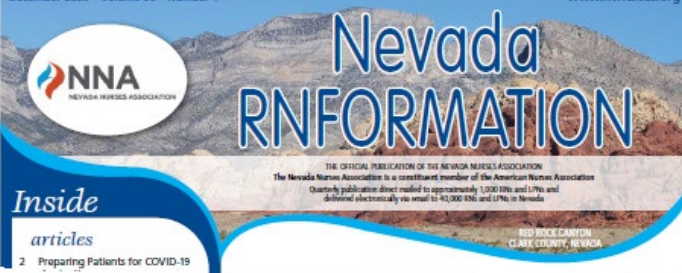
In 2010, the use of holistic modalities in healthcare elicited nothing but eye-rolling smirks, condescension, and the question, "What the heck is that?" How can the use of "energy," nice fragrances, or breathing help people feel better? Frankly, holistic modalities were thought of as hokum, woo-woo, or coming from some religious practice. They all seemed odd and were without credible, rigorous research.

Let's fast forward to present day, 2021. Research on holistic modalities has increased exponentially over the last 10 years. Why? Because it was becoming apparent that many of the modalities had proven to be clinically effective — and not as a placebo. People and patients who regularly use holistic modalities were showing faster healing times, shorter hospital lengths of stay, an increase in wellbeing, reduction in depression, pain, anxiety, stress, tension, nausea, and vomiting, lower blood pressure, preservation of cardiac function, changes in blood chemistry results, and better overall

health. (The list could go on!) The demonstration of the effectiveness of these modalities, along with trying to understand why they work, has been at the forefront of on-going research.

Because of the work that we were doing with our oncology patients at University Medical Center of Southern Nevada, our Chief Nursing Officer (with knowledge of Healing Touch herself), asked us to start a hospital-wide integrative therapies program that included both patients and staff. As a result, we were both given full-time positions as integrative therapy nurses, and our "Tranquility at UMC" program was born.

In building this new program we were given two stipulations. First, each modality we incorporated into our program had to have clinical research demonstrating its effectiveness. Second, the modality had to be evidence-based; it had to show effectiveness for the



Research & EBP Corner

Tranquility Rooms and Stress Reduction

Submitted by
Mary Bondmass, PhD, RN, OCN

The RN feature presents abstracts of research and evidence-based practice (EBP) projects completed or spearheaded by nurses or student nurses in Nevada. The focus is on new evidence (i.e., research) or on the translation of evidence (i.e., EBP) to Practice, Education, or Research. Submissions are welcome and will be reviewed by the RN editorial board for publication. Send your abstract submission in a similar format used below to mary.bondmass@unlv.edu.

Michelle McGrorey, BSN, RN, OCN, HTPC, NCCA, HNB-BC, HIMP and Deborah McKinney, BSN, RN, HIMP took first place honors at the recent 3rd Annual UMC Research Empowerment Day in the Completed Clinical Project Category. Michelle and Debbie's research focused on the use of Tranquility Rooms to reduce staff stress at University Medical Center of Southern Nevada. Their picture, abstract and poster are below.



Michelle McGrorey, BSN, RN, OCN, HTPC, NCCA, HNB-BC, HIMP and Deborah McKinney, BSN, RN, HIMP

Background: Jobs in the healthcare industry are among the most stressful in the U.S. Work hours, burn-out, compassion fatigue, overtime, and conflict make self-care difficult. Lack of self-care can render any health care worker ineffective on the job. In a hospital setting, quiet rooms are playing a critical role in mitigating stress and/or overstimulating stress often experienced by staff during shifts that exhaust emotional and mental reserves. Quiet rooms have been shown to promote well-being and resiliency. UMC has created Tranquility Rooms for staff as safe spaces where they can relax, calm, and de-stress for a time. It is hoped that staff will regain necessary emotional, mental, and physical resiliency, thereby restoring work effectiveness.

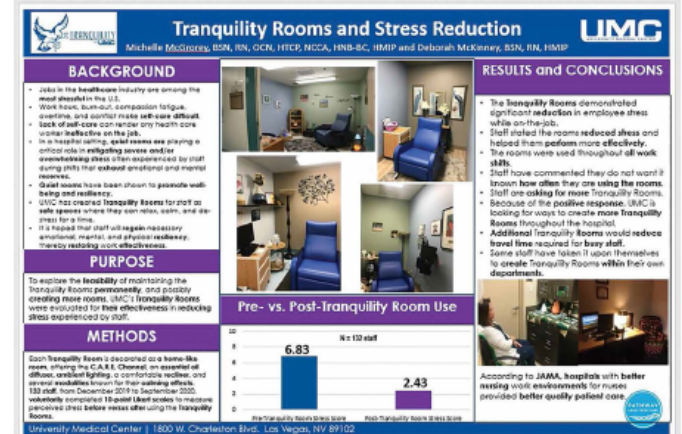
Purpose: To explore the feasibility of maintaining the Tranquility Rooms permanently, and possibly creating more rooms. UMC's Tranquility Rooms were evaluated for their effectiveness in reducing stress experienced by staff.

Methods: Each Tranquility Room is decorated as a home-like room, offering the C.A.R.E. Channel, an essential oil diffuser, ambient lighting, a comfortable recliner, and

several modalities known for their calming effects. The sample included 132 staff from December 2019 to September 2020, who voluntarily completed 10-point Likert scales to measure perceived stress before versus after using the Tranquility Rooms.

Results and Conclusion: The Tranquility Rooms demonstrated significant reduction in employee stress while on-the-job. The rooms were used throughout all work shifts. Staff stated the rooms reduced stress and helped them perform more effectively. Pre-tranquility room use stress scores were 6.83 compared to 2.43 after use of the tranquility room ($p < .000$). Staff have commented they did not want it known how often they are using the rooms. Staff are asking for more tranquility rooms and because of the positive response, UMC is looking for ways to create more Tranquility Rooms throughout the hospital. Additional Tranquility Rooms would reduce travel time required for busy staff. Some staff have even taken it upon themselves to create Tranquility Rooms within their own departments.

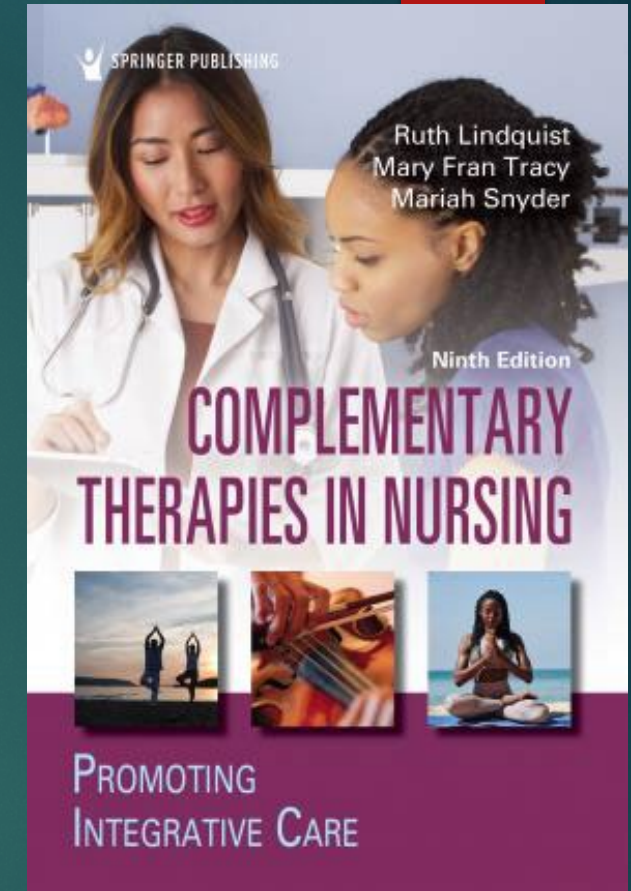
Implication for Practice: According to JAMA, hospitals with better nursing work environments for nurses provided better patient care.



Tranquility's Most Prestigious Recognitions

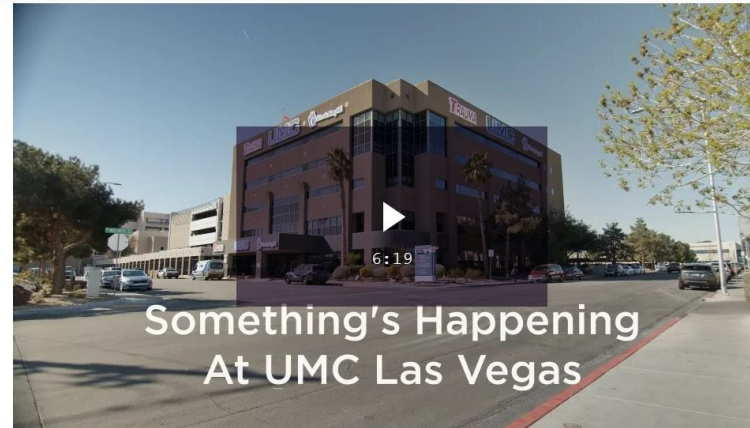
ANCC

Exemplar for Tranquility Program
(Tranquility Rooms)
PTAP Accreditation



Transforming Healthcare:

University Medical Center (UMC) & The C.A.R.E. Channel



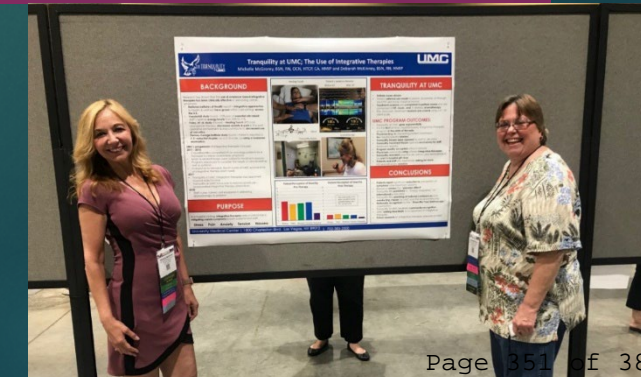
Something's Happening
At UMC Las Vegas

Debra Fox, the Chief Nursing Officer of **University Medical Center (UMC) of Southern Nevada** had a BIG idea to change the way UMC looked at patient care. She knew that by giving her staff the tools, the support, and the infrastructure they needed, they would do what's very best for the patient, and that's exactly what happened!

UMC is all about their patients, they're all about finding ways to help their patients heal. They have a unique holistic program that The C.A.R.E. Channel was a perfect fit for that helped transform their hospital while creating a healing environment that supports all of their patients and staff.

Watch this video to discover how UMC utilizes The C.A.R.E. Channel to reduce stress, reduce the use of pain medications, create a healing environment, and promote wellness at their facility.

We'd like to give a huge thank you to the incredible team at UMC for sharing their impactful and transformative C.A.R.E. Channel story with us. Hearing these experiences is truly a gift, and makes us so thankful for what we do.



Nursing Community

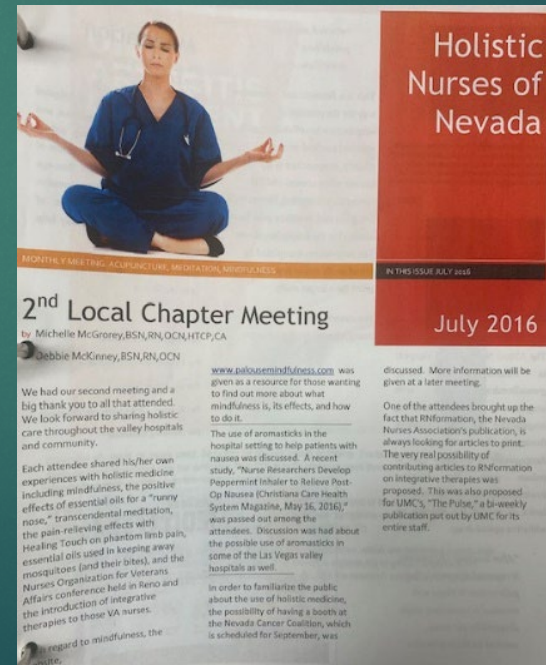
Local Chapters

- ▶ Holistic Nurses of Nevada 2016 Newsletters
- ▶ Southern Nevada HTPA Monthly meetings
- ▶ Southern Nevada HTPA Monthly meetings

Social Media

- ▶ On Facebook, Instagram
- ▶ National professional group
- Holistic Nurses Networking Group (virtual)

Consultant for the American Holistic Nurses Association (over 5300 members)



Holistic Nurses of Nevada

Chapter of
**AMERICAN
Holistic
Nurses
ASSOCIATION**

We are a local chapter of the American Holistic Nurses Association
Please join us for our bi-monthly meeting
All interested in holistic care are welcome!

Where: Live & Virtual

Please email Michelle for the link if interested

Healthy Living Institute

901 S. Rancho Lane, Suite 180, Las Vegas, NV 89106

Meeting:

Wednesday, November 16, 2022

12-1pm PDT

Ayurvedic Detox

Learn about Ayurveda and how an **Annual Ayurvedic Detox** can help maintain and restore your digestive system, immune system and manage chronic illness.

Presenter:

Sondra Rubin, B.S., BCAP, CPA
Board Certified Ayurvedic Practitioner


Michelle McGrorey, BSN, RN, HNB-BC, OCN, HTPC, NCCA, HMIP

702-419-0760 michelle.mcgrorey@umcns.com

Debbie McKinney, BSN, RN, HMIP

702-383-2500 debbie.mckinney@umcns.com

facebook @HolisticNursesofNevada

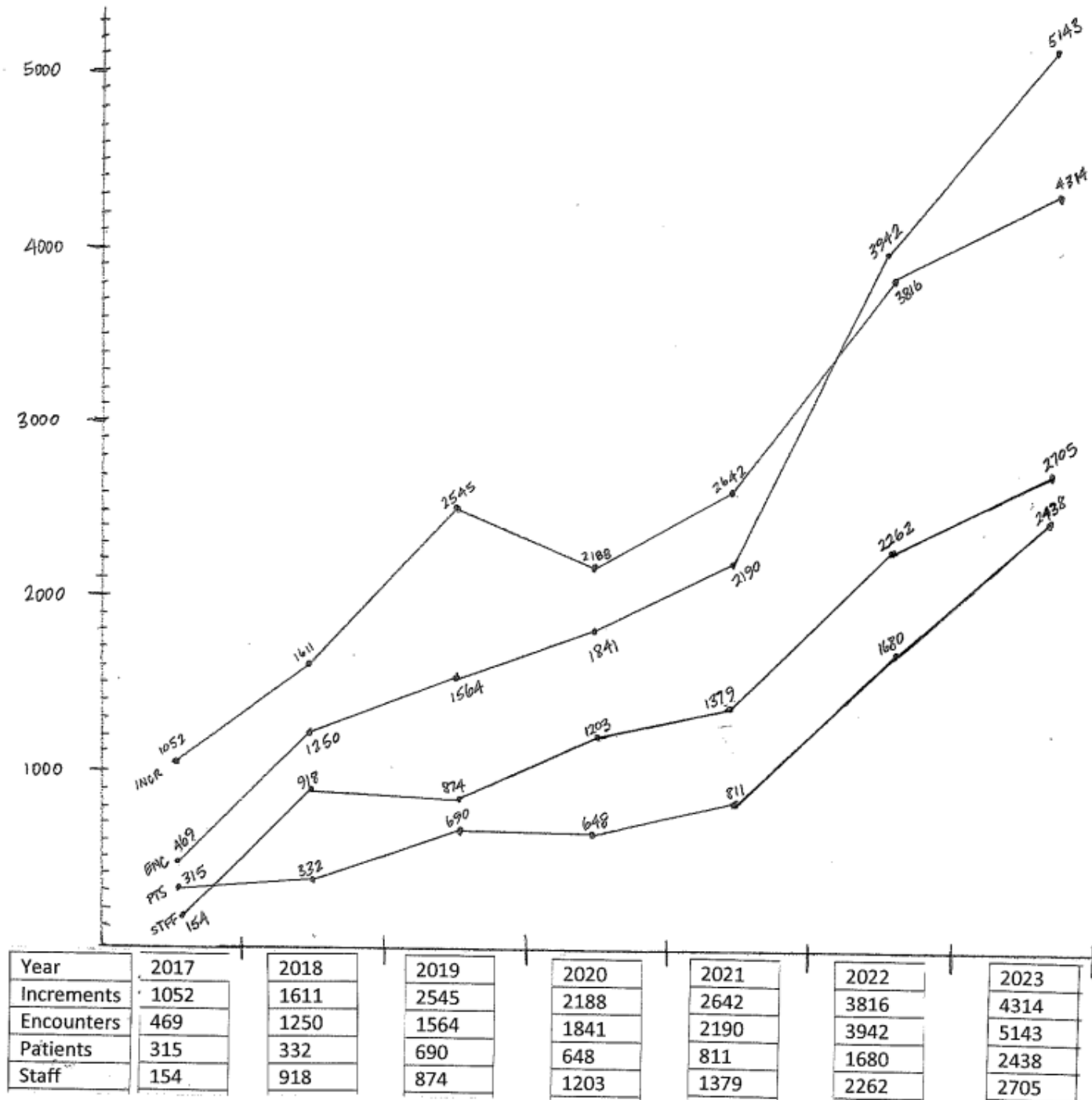
- 
- The logo for NEVA is a blue, stylized graphic. It features the letters 'NEVA' in a bold, sans-serif font, with the 'N' and 'V' being particularly prominent. The letters are arranged in a way that they appear to be part of a larger, abstract shape, possibly representing a stylized 'NEVA' or a similar monogram. The logo is set against a white background.



My, How Times Have Changed!

	<u>2017</u>	<u>2023</u>
Encounters	469	5143
Aromasticks	192	7519
Lotion	-0-	24.71 gallons
Essential Oils	-0-	8.73 liters





What's Next???

- ▶ Research studies
- ▶ Increase staff to better serve the needs of our patients and staff
- ▶ Gain more education and training for our psychological support program, especially for our trauma and traumatized patients
- ▶ Virtual Reality goggles
- ▶ Specialized integrative therapies approaches for the units:
 - HeartMath for cardiology patients
 - Partner with the Nurse Midwifery Program—through the entire perinatal period
 - Provide specific Integrative Therapies for Pre-Op and Post-Op patients
 - Partner with our Acute Rehab facility-integrative therapies to aid in better patient outcomes





TRANQUILITY
AT **UMC**
UNIVERSITY MEDICAL CENTER

- ▶ Michelle McGrorey, BSN, RN, HPN-BC, HTCP/I, APCA, HMIP, CHGS
- ▶ Deborah McKinney, BSN, RN, HMIP

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

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the November Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
December 11, 2024

Agenda Item #

24

**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 December Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda
December 11, 2024

Agenda Item #

25

**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 December Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
December 11, 2024

Agenda Item #

26

**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 December Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
December 11, 2024

Agenda Item #

27

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

Issue: Monthly Financial Report for October FY25 Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the monthly financial report for October FY25; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on the October FY2025 financial report from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
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October 2024 Financials

GB Meeting



KEY INDICATORS



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	19,079	17,917	1,162	6.49%	17,546	1,532	8.73%
Total Admissions	1,911	1,976	(65)	(3.29%)	1,898	13	0.68%
Observation Cases	882	922	(40)	(4.34%)	922	(40)	(4.34%)
AADC (Hospital)	591	556	35	6.30%	538	54	9.96%
ALOS (Admits)	6.08	5.78	0.30	5.25%	5.83	0.25	4.29%
ALOS (Obs)	1.23	1.23	(0.00)	(0.07%)	1.23	(0.00)	(0.07%)
Hospital CMI	1.99	1.86	0.13	7.00%	1.86	0.14	7.00%
Medicare CMI	2.01	2.10	(0.09)	(4.29%)	2.10	(0.10)	(4.29%)
IP Surgery Cases	898	860	38	4.42%	793	105	13.24%
OP Surgery Cases	770	627	143	22.81%	557	213	38.24%
Transplants	15	17	(2)	(11.76%)	17	(2)	(11.76%)
Total ER Visits	9,076	9,464	(388)	(4.10%)	9,278	(202)	(2.18%)
ED to Admission	12.68%	-	-	-	11.78%	0.90%	-
ED to Observation	8.97%	-	-	-	9.67%	(0.70%)	-
ED to Adm/Obs	21.65%	-	-	-	21.45%	0.20%	-
Quick Cares	16,106	16,578	(472)	(2.85%)	16,153	(47)	(0.29%)
Primary Care	7,772	6,584	1,188	18.04%	6,452	1,320	20.46%
UMC Telehealth - QC	410	558	(148)	(26.52%)	547	(137)	(25.05%)
OP Ortho Clinic	2,354	2,183	171	7.82%	1,744	610	34.98%
Deliveries	99	144	(45)	(31.16%)	141	(42)	(29.79%)

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$91,139,441	\$83,789,830	\$7,349,611	8.77%	●
Net Patient Revenue as a % of Gross	18.26%	17.95%	0.31%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$99,198,708	\$84,808,683	(\$14,390,025)	(16.97%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$8,059,267)	(\$1,018,853)	(\$7,040,414)	(691.01%)	●
Add back: Depr & Amort.	\$4,201,951	\$4,061,799	(\$140,152)	(3.45%)	●
Tot Inc from Ops plus Depr & Amort.	(\$3,857,316)	\$3,042,947	(\$6,900,263)	(226.76%)	●
Operating Margin (w/Depr & Amort.)	(4.23%)	3.63%	(7.86%)		

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$349,075,321	\$332,785,962	\$16,289,359	4.89%	●
Net Patient Revenue as a % of Gross	18.30%	18.10%	0.20%		
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$360,474,744	\$336,832,515	(\$23,642,230)	(7.02%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$11,399,423)	(\$4,046,552)	(\$7,352,870)	(181.71%)	●
Add back: Depr & Amort.	\$16,340,298	\$16,530,049	\$189,751	1.15%	●
Tot Inc from Ops plus Depr & Amort.	\$4,940,875	\$12,483,496	(\$7,542,622)	(60.42%)	●
Operating Margin (w/Depr & Amort.)	1.42%	3.75%	(2.34%)		

SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$40,098,612	\$35,028,324	(\$5,070,288)	(14.47%)	●
Benefits	\$17,393,494	\$15,552,712	(\$1,840,782)	(11.84%)	●
Overtime	\$938,691	\$1,036,502	\$97,811	9.44%	●
Contract Labor	\$3,002,430	\$1,701,679	(\$1,300,751)	(76.44%)	●
TOTAL	\$61,433,227	\$53,319,217	(\$8,114,010)	(15.22%)	●

EXPENSES OCT



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,364,259	\$2,331,876	(\$32,383)	(1.39%)	●
Supplies	\$20,374,085	\$15,266,733	(\$5,107,352)	(33.45%)	●
Purchased Services	\$7,637,439	\$6,948,845	(\$688,593)	(9.91%)	●
Depreciation	\$2,590,059	\$2,478,791	(\$111,268)	(4.49%)	●
Amortization	\$1,611,892	\$1,583,008	(\$28,884)	(1.82%)	●
Repairs & Maintenance	\$1,395,671	\$933,700	(\$461,972)	(49.48%)	●
Utilities	\$548,377	\$699,555	\$151,177	21.61%	●
Other Expenses	\$1,068,885	\$1,088,862	\$19,977	1.83%	●
Rental	\$174,814	\$158,095	(\$16,719)	(10.58%)	●
Total Other Expenses	\$37,765,481	\$31,489,465	(\$6,276,016)	(19.93%)	●

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

Issue: Kirk Kerkorian School of Medicine Dean’s Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
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**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD
AGENDA ITEM**

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive the CEO update.

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CEO Update

December 2024

- Pathways to Excellence Re-designation
 - Exemplar recognition
- Southern Highlands Primary Care Expansion
- DNV Accreditation
- Comprehensive Stroke Accreditation
- Successful 2024 Employee Holiday Par-TEE

WE'RE THE BEST OF LAS VEGAS
AS VOTED BY OUR COMMUNITY AND THE LAS VEGAS REVIEW-JOURNAL



GOLD

Best Hospital
Best Cardiology

Best Urgent Care/Walk-In Clinic (UMC Quick Care)
Best Medical Practice (UMC Primary Care)
Best Pediatrician (UMC Children's Hospital)
Best Place to Have a Baby

SILVER

Best Orthopedic Surgeon
(UMC Orthopedic & Spine Institute)

BRONZE

Best Surgery Center



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**Join us for a
Food Truck Extravaganza**

**December 19 | 11 a.m. - 2 p.m. & 6 - 7:30 p.m.
Trauma Parking**

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

Issue: Determine future meeting dates and times through calendar year 2025	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board finalize future meeting dates and times through calendar year 2025; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will finalize the future meeting dates and times of the UMCSN Governing Board and Committees through calendar year 2025 and direct staff accordingly. These dates are subject to change.

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2025 Governing Board - 2:00 PM WEDNESDAYS

Wednesday, January 29
Wednesday, February 26
Wednesday, March 26
Wednesday, April 30
Wednesday, May 28
Wednesday, June 25
Wednesday, July 30
Wednesday, August 27
Wednesday, September 24
Wednesday, October 29
Wednesday, November 19
Wednesday, December 17

1. John O'Reilly – Chair
2. Dr. Mackay – Vice Chair
3. Chris Haase
4. Robyn Caspersen
5. Renee Franklin
6. Laura Lopez-Hobbs
7. Harry Hagerty
8. Mary Lynn Palenik
9. Bill Noonan
10. Non-Voting – Steven Weitman

2025 Audit and Finance - 2:00 PM WEDNESDAYS

Wednesday, January 22
Wednesday, February 19
Wednesday, March 19
Wednesday, April 16
Wednesday, May 21
Wednesday, June 18
Wednesday, July 23
Wednesday, August 20
Wednesday, September 17
Wednesday, October 22
Wednesday, November 12
Wednesday, December 10

1. Robyn Caspersen – Chair
2. Harry Hagerty
3. Dr. Mackay
4. Chris Haase
5. Mary Lynn Palenik

2025 STRATEGIC PLANNING

9:00 AM THURSDAYS

Thursday, February 6
Thursday, April 3
Thursday, June 5
Thursday, August 7
Thursday, October 2
Thursday, December 4

Harry Hagerty – Chair
Robyn Caspersen
Dr. Mackay
Chris Haase
Mary Lynn Palenik

2025 CLINICAL QUALITY AND PROFESSIONAL AFFAIRS

2:00 PM MONDAYS

Monday, February 3
Monday, April 7
Monday, June 2
Monday, August 4
Monday, October 6
Monday, December 1

Dr. Mackay – Chair
Renee Franklin
Laura Lopez-Hobbs
Bill Noonan
Non-Voting – Steven Weitman

2025 HUMAN RESOURCES AND EXECUTIVE COMPENSATION

2:00 PM Mondays

Monday, January 13
Monday, March 10
Monday, May 12
Monday, July 14
Monday, August 25
Monday, November 10

TBD – Chair
Renee Franklin
Laura Lopez-Hobbs
Bill Noonan (Pending)

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

Issue: Review the standing committee assignments for the calendar year 2025	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and accept the standing committee assignments for the calendar year 2025; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Standing Committees may be appointed by the Governing Board. A Standing Committee is one whose functions are determined by a continuous need. Members of Standing Committees of the Governing Board will be appointed at a regular meeting of the Governing Board to serve for a term of one year. The Governing Board may additionally appoint both voting and non-voting public members to such Standing Committees, provided that members of the Governing Board shall constitute a majority of voting members of such Standing Committees and that a member of the Governing Board shall chair all such Standing Committees. Public members shall be advisory to the Standing Committee and shall have no vote, unless otherwise authorized by the Governing Board.

Members of Committees shall be appointed by the Governing Board. The Chair of the Board shall appoint the Chair of each Committee.

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**COMMITTEE ASSIGNMENTS
For 2025**

Audit and Finance

Robyn Caspersen – Chair
Harry Hagerty
Donald Mackay
Mary Lynn Palenik
Chris Haase
Jennifer Wakem (Admin Liaison)

Strategic Planning

Harry Hagerty - Chair
Donald Mackay, MD
Robyn Caspersen
Renee Franklin
Mary Lynn Palenik
Chris Haase
Tony Marinello (Admin Liaison)

**Human Resources and
Executive Compensation**

(Pending) - Chair
Renee Franklin
Laura Lopez-Hobbs
Bill Noonan (Pending)
Ricky Russell (Admin Liaison)

**Clinical Quality and Professional
Affairs Committee**

Donald Mackay, MD- Chair
Renee Franklin
Laura Lopez-Hobbs
Steve Weitman (non-voting)
Bill Noonan (Pending)
Patricia Scott (Admin Liaison)

**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.

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None

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