

UMC Governing Board Meeting

Wednesday, February 28, 2024 2:00 pm

Delta Point Building - Emerald Conference Room - 1st Floor

Las Vegas, NV

AGENDA

University Medical Center of Southern Nevada

GOVERNING BOARD
February 28, 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, February 28, 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 January 31, 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 February 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 27, 2024; or take action as deemed appropriate. (For possible action)
- 5. Approve the UMC Policy and Procedures Committee's activities of December 6, 2023 and January 3, 2024, including the recommended creation, revision, and/or retirement of UMC policies and procedures; or take action as deemed appropriate. (For possible action)
- 6. Approve the UMC Contract Evaluations as recommended by the UMC Clinical Quality and Professional Affairs Committee; or take action as deemed appropriate. (For possible action)
- 7. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada; the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on November 28, 2023; or take any action deemed appropriate. (For possible action)
- 8. Approve the Fifth Amendment to the CEO's Employment Agreement as recommended the Human Resources and Executive Compensation Committee; or take action as deemed appropriate. (For possible action)
- 9. Approve the new Remote Work Policy; and take action as deemed appropriate. (For possible action)
- 10. Approve the HR Procedure for Disciplinary Hearing Process; or take action as deemed appropriate. (For possible action)
- 11. Approve the revisions to various HR Policies and Procedures regarding references to Administrative Leave Days and Compensation Plans; or take action as deemed appropriate. (For possible action)
- 12. Ratify the Amendment No. 1 to Professional Services Agreement with Essential Associates Holdings, LLC for radiology clinical services; authorize the Chief Executive Officer to exercise renewal options within his delegation of authority; or take action as deemed appropriate. (For possible action)
- 13. Award the RFP 2023-03, Comprehensive Background Checks Services to AccuSourceHR, Inc.; authorize the Chief Executive Officer to sign the Agreement for Comprehensive Background Checks; execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 14. Award the RFP 2023-08, FMLA Administrative and Other Related Leave Services to AbsencePlus Administrators; authorize the Chief Executive Officer to sign the RFP No. 2023-08 Service Agreement; execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 15. Award Bid No. 2023-15, UMC Southern Highlands PC/QC Expansion, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute

- change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)
- 16. Approve and authorize the Chief Executive Officer to sign the Master Services Agreement with EV&A Architects for Architectural Design and Documents Service; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 17. Approve and authorize the Chief Executive Officer to sign the Agreement with Getinge USA Sales, LLC; or take action as deemed appropriate. (For possible action)
- 18. Approve and authorize the Chief Executive Officer to sign the Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 19. Approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Meena P. Vohra, M.D. dba Las Vegas Pediatric Critical Care Associates; or take action as deemed appropriate. (For possible action)
- 20. Approve the report on the emergency repairs of a chilled water line repair; or take action as deemed appropriate. (For possible action)
- 21. Approve and authorize the Chief Executive Officer to sign the Service Agreement with Stericycle, Inc. for Waste Disposal Services; or take action as deemed appropriate. (For possible action)
- 22. Approve and authorize the Chief Executive Officer to sign the Agreement with T Evans RNFA, LLC for Cardiovascular Operating Room First Assist Services; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)
- 23. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements with ICU Medical Sales, Inc. and Smiths Medical ASD, Inc. for Infusion Pumps and related products; or take action as deemed appropriate. (For possible action)
- 24. Approve and authorize the Chief Executive Officer to sign the Agreement with Waxie Sanitary Supply for Sanitation Materials and Equipment; or take action as deemed appropriate. (For possible action)

SECTION 3: BUSINESS ITEMS

- 25. Receive Ethics training from Ross E. Armstrong Esq., Executive Director of Nevada Commission on Ethics; and take any action deemed appropriate. (For possible action)
- 26. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)
- 27. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

- 28. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. (For possible action)
- 29. Receive the monthly financial report for January FY24; and take any action deemed appropriate. (For possible action)
- 30. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
- 31. Receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

SECTION 4: EMERGING ISSUES

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

University Medical Center of Southern Nevada Governing Board Meeting January 31, 2024

Emerald Conference Room Delta Point Building (1st Floor) 901 Rancho Lane Las Vegas, Clark County, Nevada Wednesday, January 31, 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 2:03 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
Robyn Caspersen
Mary Lynn Palenik
Harry Hagerty
Renee Franklin
Chris Haase (WebEx)
Jeff Ellis (via WebEx)

Ex-Officio Members:

Present:

Dr. Meena Vohra, Chief of Staff

Absent

Steve Weitman, Ex-Officio (Excused)

Dr. Marc Kahn, Dean of Kirk Kerkorian SOM at UNLV

Others Present:

Mason Van Houweling, Chief Executive Officer Tony Marinello, Chief Operating Officer Jennifer Wakem, Chief Financial Officer Maria Sexton, Chief Information Officer Susan Pitz, General Counsel Stephanie Ceccarelli, Governing Board Secretary January 31, 2024 Page **2** of **12**

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 December 13, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 4 Approve the December 2023 and January 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on December 26, 2023 and January 23, 2024; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- December Credentialing Activities
- January Credentialing Activities
- ITEM NO. 5 Approve the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Physician/Non-Physician Provider Traditional Compensation Plan

ITEM NO. 6 Approve and authorize the Chief Executive Officer to sign the Amendment One to Facility Agreement with Airgas USA, LLC for supply of cylinder products and other related equipment; authorize the Chief Executive

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Officer to exercise any extension options; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment One Redacted
- Disclosure of Ownership
- ITEM NO. 7 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Services Agreement with Certiphi Screening Inc. for Comprehensive Background Check Services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment Two Partially Redacted
- Disclosure of Ownership
- ITEM NO. 8 Ratify the Amendment #2 to Preferred Provider Agreements with Culinary Health Fund Administrative Services, LLC for Managed Care Services; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Preferred Provider Agreement Amendment Two
- Disclosure of Ownership
- ITEM NO. 9 Approve and authorize the Chief Executive Officer to sign the Amendment No. 2 (Add Product, Delete Product, Price Change and Renewal Amendment) to Master Customer Agreement with Experian Health, Inc. for revenue cycle software solutions; authorize the Chief Executive Officer to execute future amendments within his yearly delegation of authority; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Master Customer Agreement Amendment Two
- ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Client Agreement with FocusOne Solutions, LLC for Staffing Services; authorize the Chief Executive Officer to execute the extension option and future amendments; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Staffing Client Agreement Redacted
- Disclosure of Ownership
- ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Permanent Placement Agreement with Ocean Healthcare Solutions LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Ocean Perm Placement Agreement
- Disclosure of Ownership

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ITEM NO. 12 Accept a report on the emergency repair of a failed steam pipe; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Emergency Repair Proposal
- ITEM NO. 13 Award Bid No. 2023-14, UMC Orthopedic Clinic Refresh Phase 2, to SAVI Construction, the lowest responsive and responsible bidder; authorize the Chief Executive Officer to exercise any Change Orders within his delegation of authority; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- SAVI Construction Agreement
- Disclosure of Ownership
- ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Second Amendment to RFP 2018-10 Service Agreement with R&R Partners, Inc. for Federal and State Advocacy Service; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Service Agreement Amendment Two
- Disclosure of Ownership
- ITEM NO. 15 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreement for Transplant Services with Nevada Donor Network, Inc.; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Agreement for Transplant Services
- Disclosure of Ownership
- ITEM NO. 16 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreement for Histocompatibility Testing Services with Nevada Donor Network, Inc.; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Lab Agreement
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Mackay that Consent Items 4-16 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

At this time, Chairman O'Reilly pulled Item No. 26 out of sequence to be heard at this time.

ITEM NO. 26 Accept the appointment of Bill Noonan to serve on the Governing Board, as well as the Clinical Quality and Professional Affairs Committee, as an Ex-Officio member; and direct staff accordingly. (For possible action)

DISCUSSION:

Chairman O'Reilly welcomed Bill Noonan to the appointment as an Ex-Officio member of the Governing Board.

Mr. Noonan was formerly City Manager and was recognized as City Manager of the Year for the City of Las Vegas. He has been very involved in many leadership roles and projects throughout the city that have shaped and benefited the community.

The agenda item was amended to remove the Committee Appointment, which will be decided at a later time.

FINAL ACTION:

At this time the Board returned to discuss Item 17.

ITEM NO. 17 Receive an update from Maria Sexton, UMC Chief Information Officer, regarding Epic User Group project updates; and take any action deemed appropriate. (For possible action)

DISCUSSION:

Maria Sexton provided a brief update on the go-live date of the transfer center. The anticipated date was delayed due to additional optimization and training that is scheduled. The new anticipated date is in February.

Ms. Sexton continued her discussion regarding the Epic Payer Platform. This platform is a bi-directional exchange between payers and providers. This will reduce costs and administrative complexities. This is an initiative that the finance team is working with IT.

The many benefits of this platform to UMC includes improvement of authorization turnaround times, reduce denials, and creates efficiencies in registration and bill payments, as well as improve clinical outcomes and quality scores. The success of the platform requires payer involvement and participation.

There are currently 11 payers that are participating in this program. UMC is focusing on Anthem BlueCross BlueShield, United Healthcare Optum and Aetna. There are 8 additional payers that may be beneficial to UMC and 5 others that are considering joining the platform with Epic.

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UMC has anticipated a go-live date in mid-March with Anthem BCBS products. The team will continue to provide future updates to the Board.

There was continued discussion regarding the cost savings analysis of the platform.

Member Franklin shared her experience with using this type of system.

Member Ellis asked if this is similar with the Electronic Medical Record initiatives or is this specific between payer and providers. Ms. Sexton responded that this is not the same as the Healthie Nevada organization, but it is a great resource for our providers. She added that the registration with HIE has increased from 20 to over 400.

FINAL ACTION:

None

ITEM NO. 18 Review and discuss the potential topics to include on the Governing Board 2024 Action Plan calendar; and take any action deemed appropriate. (For possible action)

DISCUSSION:

Chair O'Reilly thanked all of the Board members for their participation in the Governing Board survey. He highlighted the purpose of the survey is to use the information as an action plan for the year. The comments and suggestions will be a part of the agenda going forward.

The comments and suggestions are highlighted are as follows:

- Focus on the future of UMC: plant and equipment, clinical trials, regional best areas of focus
- Academic Health Center and quality of healthcare
- Additional focus with Trustees; joint meeting and regular interactions
- Strategy and risk analysis
- GMEs and improve quality of service
- UMC's place in the Medical District and ongoing relationship with UNLV
- Exploration into AI to streamline UMC processes
- Board and Committee Chairs focus on succession planning

Chair O'Reilly stated that priorities of the Board should be shared, as it provides guidance throughout the year.

FINAL ACTION:

None

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ITEM NO. 19 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Ellis provided a report on the meeting held on Monday, January 22, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The CHRO updates highlighted the start of new SEIU negotiations, performance management system upgrades and new vendors for FMLA and background checks. There was also a review of the CEO goals.

Next, the Committee received an update on employee hiring and staff turnover. The percentage of staff turnover includes per diem employees. The overall turnover rate in total is less than 4% and new hires outpace the terminations.

There was a discussion of the demographics of UMC employees. Statistics surrounding race, ethnicity and gender breakdown was provided, as well as age and years of service. Approximately 55% of employees have less than 5 years of service. It was noted that there have been more hires than terminations.

Physician/Non-Physician Compensation Plan also had some revisions that were discussed.

Emerging issues were discussed and after last call for public comment, the meeting was adjourned.

FINAL ACTION:

None

ITEM NO. 20 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, January 24, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report regarding financial results from the months of November and December FY24, as well as year to date financials, which

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included trended stats and data. A number of items were discussed to address below budget results. Anesthesia and Radiology are on an employment model, therefore there has be an impact causing below budget results. Outstanding supplemental payments were received of approximately \$140 million. There is 50 million in back payments still to be received.

Next the status of the FY23 Performance Goals were reviewed.

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

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

FINAL ACTION:

None

ITEM NO. 21 Receive the monthly financial report for November and December FY24; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

November and December FY23 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for November and December FY2023.

The key indicators for November showed admission 8% below budget. The AADC was 566 and average length of stay was 5.75 days. Overall acuity was 1.80 and Medicare CMI was 2.04. Inpatient surgeries were 5% below budget and outpatient surgeries were 32% above budget. There were 13 transplant cases.

ER visits were below budget 11%. Conversion rate was 22%. Quick cares and primary cares were below budget market wide. Telehealth had 633 visits for the month. Orthopedic Clinic volumes was 40% below budget. Deliveries were 13% below budget.

The income statement for the month showed operating revenue down \$5.4 million and operating expenses were \$3 million above budget. Total income from ops was \$3.7 million on a budget of \$5.6 million, a loss of \$1.9 million. It was suggested to review the performance of Ortho and Telehealth and apply that to other service lines.

Key indicators for December showed that admissions were down 8%. The AADC was 584, length of stay was up to 6.55. Overall hospital acuity was 1.92 and Medicare CMI was 2.06. Inpatient surgeries were below budget 5.6% and outpatient surgeries were up 28%. There were 15 transplants. ER visits were approximately 9.5% below budget, but the conversion rate was 22%.

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Quick cares were down less than 2% and primary cares were down 30%. Telehealth visits were at 785 for December, outpatient orthopedic clinic visits were down 36% and deliveries were above budget 8%.

The income statement for the month showed net revenue below budget \$3.1 million and operating expenses were \$2.2 million above budget. Total income from ops showed earnings of \$675K, \$4.8 million below budget, primarily due to the challenges associated with radiology. Ms. Wakem next reviewed the year to date income statement.

Salaries, wages and benefits, contract labor showed a \$1.4 million variance due to radiology. All other expenses were \$2.2 over budget due to supplies and transplants. Purchased services is about \$578K over budget.

FINAL ACTION:

None

ITEM NO. 22 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

The Dean was not present for today's meeting. There was no report.

FINAL ACTION:

None

ITEM NO. 23 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 updates:

- Radiology Update there are approximately 20 vacancies. 5 Interventional Radiologists have been hired, 1 hire is pending and there have been 2 Diagnostic Radiologist hires and 1 pending. UMC will also be hiring physician assistants.
- Liver transplant with Nevada Donor Network Transplant surgeon has been hired. Goal is to do a liver transplant by the 1st of next year.
- DNV Stroke Certification and American Heart Association UMC was recognized as Gold Plus Elite and confident we will be a Comprehensive Stroke Center

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 OR leaders – A new Chief of Anesthesia and surgeon to help with efficiencies, utilization and block times. The Board is encouraged to schedule a tour of the OR.

- Re*VITAL*lize update 45% completed. Trauma opens in February and the parking lot will be done on the 24th. The round building will be done in March.
- Trauma Resus Refresh the 2231 refresh has been approved.
- Ortho and Spine Clinic update was provided
- Nellis relocation before and after images were shown of the location.
- SEIU 1107 at Sunrise There are 3 other County departments that are also in negotiations. The SEIU expanded at Sunrise and is now inclusive of ancillary departments.
- UMC Lions Burn Care Center Open House February 8 at 10am. Please join.
- The Community brochure was provided as informational.

FINAL ACTION:

None

ITEM NO. 24 Review for approval the amendment to the Governing Board Bylaws; and take any action deemed appropriate. (For possible action)

DISCUSSION:

Ms. Pitz stated that before the Board is a proposed amendment to the Bylaws in which the officers provisions are to be made consistent to the term provisions of the Governing Board members.

FINAL ACTION:

A motion was made by Member Mackay that the UMC Governing Board Bylaws governance documents be approved as recommended. Motion carried by unanimous vote.

ITEM NO. 25 Elect a Chair and Vice Chair to the Governing Board to serve a two-year term ending January 2026; and take any action deemed appropriate. (For possible action)

DISCUSSION:

Member Palenik nominated John O'Reilly as Chair of the Board and nominated Dr. Donald Mackay as Vice-Chair of the Board.

Chair O'Reilly indicated that he and Dr. Mackay would be honored to continue to serve the two-year term. Dr. Mackay added that it has been a privilege and a pleasure to serve.

FINAL ACTION:

Member Palenik made two motions for Chair O'Reilly and Dr. Mackay to continue for another two-year term in their capacities as Chair and Vice-Chair, respectively. Both motions carried by unanimous vote, with noted abstentions below.

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Chair O'Reilly and Dr. Mackay abstained from voting on their respective nominations.

SECTION 4: EMERGING ISSUES

ITEM NO. 27 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (For possible action)

DISCUSSION:

- 1. Potential impact of AI (Artificial Intelligence) and how it will affect the hospital as well as how Epic is involved. Dr. Lippmann commented that an AI demonstration will be taking place at the hospital in the near future. There was continued discussion on how AI has affected business and IT services.
- 2. Possible from Judy Faulkner.
- 3. Ms. Pitz provided an update on the annual check list. The checklist is based on the Bylaws, governance requirements and training and education. The checklist will also track committee responsibilities.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

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

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

There being no further business to come before the Board at this time, at the hour of 3:12 PM, Chair O'Reilly adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 28 Go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:14 PM.

At the hour of 3:33 PM, the closed session on the above topic ended.

FINAL ACTION TAKEN:

None

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There being no further business to come before the Board at this time, at the hour of 3:33 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Petitioner: Mason Van Houweling

Recommendation:

That the Governing Board approve the February Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on February 27, 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 February 15, 2024 meetings, these activities were reviewed by the Credentials Committee and recommended for approval by the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the February 27, 2024 meetings.

Cleared for Agenda February 28, 2024

Agenda Item#

4

GOVERNING BOARD

Page 1 February 28, 2024

Date:

February 28, 2024

To: From: Governing Board Credentials Committee

Subject:

February 15, 2024 Credentialing Activities

- A. MEDICINE DEPARTMENT MEMO pp. 7-30
- B. PEDIATRICS DEPARTMENT MEMO pp. 31-37
- C. OB/GYN DEPARTMENT MEMO pp. 38-52

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Abalos	Cherylene	DO	02/15/2024- 12/11/2025	Medicine/ Internal Medicine	Office of Military Medicine	Category 1
2	Ali	Nauroz	MD	02/15/2024- 01/31/2026	Medicine/ Internal Medicine	Pioneer Healthcare	Category 1
3	Alkadri	Mohi	MD	02/15/2024- 06/30/2025	Medicine/Cardiology	Heart Center of Nevada	Category 1
4	Arwikar	Dev	MD	02/15/2024- 12/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
5	Banas	Jon	MD	02/15/2024- 08/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
6	Cahan	Benjamin	MD	02/15/2024- 11/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
7	Caiano	Matthew	PAC	02/15/2024- 06/30/2025	Family Medicine	Aviano Medical Center	Category 1
8	Chen	Brandon	MD	02/15/2024- 01/31/2026	Radiology	UMC Radiology	Category 1
9	Chu	Ma Aileen Grace	APRN	02/15/2024- 02/28/2025	Internal Medicine	Pioneer Healthcare	Category 1
10	Collier	Ryan	MD	02/15/2024- 09/30/2025	Medicine/Infectious Disease	Office of Military Medicine	Category 1
11	Desoasido	Anthony	DO	02/15/2024- 07/31/2025	Medicine/Internal Medicine	Platinum Hospitalists	Category 1
12	Dorian	Jason	DO	02/15/2024- 02/28/2025	Family Medicine	UNLV Health	Category 1
13	Kim	Victor	DO	02/15/2024- 04/30/2025	Ambulatory Care	UMC Quick Care	Category 1
14	Knott	Katherine	CRNA	02/15/2024 - 11/30/2025	Anesthesiology	Office of Military Medicine	Category 1
15	Lyles	Craig	MD	02/28/2024- 12/31/2025	Radiology	Medicus Healthcare Solutions	. Category 2
16	Mavroidis	Demetrios	MD	02/15/2024- 11/30/2025	Surgery / Thoracic Surgery	NV Heart & Vascular Center	Category 1
17	Miller	Robert	MD	01/30/2024- 11/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
18	Ord	Justin	MD	01/04/2024- 07/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
19	Penetar	Katherine	APRN	02/19/2024- 12/31/2025	Surgery/CVT	University Medical Center So NV	Category 1 Page 19 of 853
20	Rahim	Shiraz	MD	01/24/2024- 09/30/2025	Radiology	Essential Radiology	Category 1
21	Rubin	Michael	MD	02/15/2024- 01/31/2026	Radiology	Medicus Healthcare Solutions	Category 1
22	Serbousek	Thomas	MD	02/15/2024- 10/31/2025	Ambulatory Care	UMC-Centennial Quick Care	Category 1
23	Shah	Rakesh	MD	02/15/2024- 11/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
24	Shang	Thomas	MD	02/15/2024- 01/31/2026	Family Medicine	UMC Quick Care	Category 1
25	Wagner	Connor	MD	02/15/2024- 03/31/2025	Family Medicine P1	Office of Military Medicine	Category 1

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Desert

Anesthesiologists

Active Membership and

Privileges

1	B. R Alikozai	REAPPOINTME Farhad	DO	04/01/2024-	Medicine/Internal Medicine	Affiliate Membership and	Platinum Hospitalists
			1.00000000	03/31/2026	Emergency Medicine/Adult &	Privileges Active Membership and	Sound Physicians-
2	Ault	Brian	DO	04/01/2024- 03/31/2026	Trauma Emergency	Privileges	Emergency Medicine
3	Bareng	Tamara	CRN A	04/01/2024- 03/31/2026	Anesthesiology .	APP Initial FPPE Privileges	UMC Anesthesia
4	Caligagan	Asbel	APR N	04/01/2024- 03/31/2026	Ambulatory Care	APP Independent Membership & Privileges	Intermountain Healthcare
5	Castillo	William	MD	04/01/2024- 03/31/2026	Pediatrics	Affiliate Membership and Privileges	Children's Heart Center
6	Domanski	Kristina	MD	04/01/2024- 03/31/2026	Emergency Medicine/Adult Emergency Medicine	Active Membership and Privileges	Sound Physicians- Emergency Medicine
7	Estrada	Christine	DO	04/01/2024- 03/31/2026	Family Medicine	Affiliate Membership and Privileges	ProCare Hospice of Nevada
8	Fralish	Matthew	MD	04/01/2024- 03/31/2025	Medicine/Internal Medicine	Affiliate Initial FPPE Membership & Privileges	Mike O'Callaghan Federal Hospital
9	Gaal	Wade	MD	04/01/2024- 03/31/2026	Family Medicine	Affiliate Membership and Privileges	UNLV Health
10	Gebre	Ermias	MD	04/01/2024- 03/31/2026	Anesthesiology	Affiliate Initial FPPE Membership & Privileges	UMC Anesthesia
11	Gregory	Maurice	MD	03/31/2026 04/01/2024- 03/31/2026	Family Medicine	Affiliate Membership and Privileges	Maurice D. Gregory, MD PC
12	Grigoriev	Victor	MD	04/01/2024- 03/31/2026	Surgery/Urology	Active Membership and Privileges	Las Vegas Urology
13	Heath	Daniel	DO	04/01/2024- 03/31/2025	Anesthesiology	Affiliate Membership and Privileges	Mike O'Callaghan Federal Hospital
14	Johnson	Brendan	DDS	04/01/2024- 03/31/2026	Surgery/Oral/Maxillofacial Surgery	Affiliate Membership & Privileges	Nevada Oral & Facial Surgery
15	Joseph	Mariamma	PAC	04/01/2024- 03/31/2026	Ambulatory Care	APP Dependent Privileges	UMC-Blue Diamond Quick Care
16	Joshua	Solomon	APR N	04/01/2024- 03/31/2026	Medicine/Internal Medicine	APP Independent Membership & Privileges	Pioneer Health Care
17	Khan	Omar	MD	04/01/2024- 03/31/2026	Pathology	Affiliate Membership and Privileges	Laboratory Medicin Consultants
18	Kia	Ali	MD	04/01/2024- 03/31/2026	Medicine/Internal Medicine	Active Membership and Privileges	UNLV Medicine
19	Libby	Eugene	DO	04/01/2024- 03/31/2026	Orthopedic Surgery	Affiliate Initial FPPE Membership & Privileges	UMC Orthopedic & Spine Institute
20	Link	Daniel	MD	04/01/2024- 03/31/2026	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia
21	McDonald .	Spencer	MD	04/01/2024- 03/31/2026	Family Medicine	Active Membership and Privileges	Sound Physicians
22	Nandalur	Karunakar	MD	04/01/2024- 03/31/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
23	Nelson	Karen	DO	04/01/2024- 03/31/2026	Orthopedic Surgery/Orthopedic Trauma	Active Membership and Privileges	UMC Orthopedic & Spine Institute
24	O'Connell	Brian	MD	04/01/2024- 03/31/2026	Surgery/General Surgery & Trauma Surgery	Affiliate Membership and Privileges	UNLV Surgery
25	Okuyemi	Oluwafun milola	MD	04/01/2024- 03/31/2026	ALL TO THE PROPERTY OF THE PRO	Active Membership and Privileges	UNLY Surgery of 85
26	Porciuncula	- 1 C C C C C C C C C C C C C C C C C C	APR N	04/01/2024- 03/31/2026	Ambulatory Care	APP Active Independent Membership & Privileges	UMC-Nellis Primary Care
27	Reese	Lee	MD	03/31/2024 04/01/2024 03/31/2026	Surgery/General Surgery	Active Membership and Privileges	Desert West Surger
28	Rojas	. Vanessa	MD	04/01/2024-03/31/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	UNLV Medicine
29	Saud	Bipin	MD	04/01/2024-03/31/2026	Medicine/Gastroenterology	Active Membership and Privileges	Southern Hills Gastroenterology
	E	1	1	00/01/2020			Dozort

Anesthesiology

04/01/2024-

03/31/2026

MD

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GOVERNING BOARD

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31	Torio	Nerissa	APR N	04/01/2024- 03/31/2025	Medicine/Internal Medicine	APP Independent Membership & Privileges	Platinum Hospitalists
32	Trinh	Huy	MD	04/01/2024- 03/31/2026	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Estrada	Christine	D.O.	04/01/2024- 03/31/2026	Family Medicine	Add: Ambulatory Medicine; Critical Care Medicine
2	Gregory	Maurice	M.D.	04/01/2024- 03/31/2026	Family Medicine	Add: Refer & Follow Withdraw: Adult Family Medicine
3	Libby	Eugene	D.O.	04/01/2024- 03/31/2026	Orthopedic Surgery	New Privilege: Telemedicine
4	Nelson	Karen	D.O.	04/01/2024- 03/31/2026	Orthopedic Surgery & Trauma/Ortho Surgery	New Privilege: Telemedicine
5	O'Connel	Brian	MD	04/01/2024- 03/31/2026	Surgery/General Surgery & Trauma Surgery	Add: Amputations
6	Torio	Nerissa	APRN	04/01/2024- 03/31/2025	Medicine/Internal Medicine	Add: Take patient history and perform a physical exam

D. MODIFICATION OF PRIVILEGES

1	Burke	Jason	MD	Anesthesiology & Trauma/Anesthesia	Withdraw: Trauma privileges due to no cases
2	Dillon	Mitzi	MD	Emergency Medicine/Adult & Trauma Emergency	Add: EM Trauma - Deep Sedation & EM Adult - Deep Sedation
3	Makai	Balazs	MD	Anesthesiology & Trauma/Anesthesia	Withdraw: Trauma. Unable to provide ATLS
4	Miles	Shana	MD	Obstetrics and Gynecology	Withdraw: Dilation & Evacuation up to 6 weeks
5	Otuwa	Samson	MD	Anesthesia & Trauma Anesthesia	Add: Trauma Anesthesia

E. EXTENSION OF INITIAL FPPE FOR NEW DEPARMENT/PRIVILEGES

1	Durstein	Hilary	APRN	Surgery /Urology	New Privileges: Cystoscopy-assisted bedside procedure; bedside incision and drainage of scrotum through 8/14/2024 - due to no cases
2	Jilani	Jawad	DO	Medicine/ Gastroenterology	New privilege: Endoscopic Retrograde Cholangiopancreatography (ERCP)
3	Kamboj	Ejaz	MD	Medicine/ Cardiology	New Privileges: Moderate Sedation; Peripheral Angiography and Intervention; Peripheral Vascular Transluminal Angioplasty; Percutaneous Transluminal Angioplasty/Stent Placement (PTA-Peripheral/Atherectomy/Thrombectomy)
4	Taku	Virginia	APRN	Medicine/ Internal Medicine	New privileges: Cleanse and debride wounds, suture lacerations, remove sutures and staples; Apply and remove orthopedic splints, casts, and traction
5	Yau	Robert	DMD	Surgery/ Oral Max	Through 8/14/2024 - due to no cases

F. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

1	Brathwaite	Marguerite	MD.	Obstetrics and Gynecology	Completion of FPPE. Category I Obstetric; Category I Gynecologic; Category II Obstetric; Category II Gynecological
2	Carter	Yvonne	MD	Surgery/CVT	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
3	Chatham	Walter	MD	Medicine/ Rheumatology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
4	Dampog	Richelle -	APRN	Ambulatory Care	APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE
5	Fakhra	Sadaf	DO	Medicine/ Internal Medicine	Completion of Initial FPPE. New privilege: Ambulatory Care

GOVERNING BOARD

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6	Gentile	Micah		Emergency Medicine /Adult Emergency Medicine	Release from APP Initial FPPE to APP Dependent Privileges - Completion of Initial FPPE
7	Godfrey	Brandon	MD	Emergency Medicine /Adult Emergency Medicine & Trauma Emergency	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
8	Griffard	Jared	MD	Surgery/General Surgery & Trauma General Surgery & Trauma Surgery/Critical Care	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
9	Habashy	Hosny	MD	Anesthesiology	Affiliate with Membership and Privileges to Active with Membership and Privileges
10	Kane	Michael	MD	Ambulatory Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
11	Miles	Shana	MD	Obstetrics and Gynecology	Completion of FPPE Laparoscopic Hysterectomy with or without Bilateral Salpingo-oophorectomy;
12	Osborn	Kelly	PAC	Emergency Medicine /Adult Emergency Medicine	Release from APP Initial FPPE to APP Dependent Privileges - Completion of Initial FPPE
13	Patterson	Joshua	MD	Pediatric/ Critical Care	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
14	Pearce	Rexford	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
15	Rigg	Erick	DO	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
16	Rud	Benjamin	DO	Family Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
17	Schuch	Matthew	DO	Orthopedic Surgery	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
18	Shamloo	Behrooz	MD	Medicine/ Oncology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
19	Subramanyam	Keralapura	MD	Ambulatory Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
. 20	Velez	Chiara	MD	Pediatric/ Critical Care	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE
21	Viswanathan	Sahityan	MD	Medicine/ Nephrology	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
22	Welch	Thomas	CRNA	Anesthesiology	Release from APP Initial FPPE Privileges to APP Dependent Privileges
23	Williams	Sean	DO	Emergency Medicine/Adult Emergency Medicine & Trauma Emergency	Release from Affiliate Initial FPPE to Affiliate Membership and Privileges - Completion of Initial FPPE

G. CHANGE IN SPONSOR

1	Willis	Jennifer	PAC	Ambulatory Care	Remove Frank McAllister DO; Add George Oehlsen DO
- 1	l .	1			

H. LOW VOLUME PROVIDERS OPPE REVIEW

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1	Adrangi Bahbak M.D.	Anesthesiology
2	Afrim-Antwi Edmund PAC	Orthopedic Surgery
3	Assad Sameh M.D.	Anesthesiology
4	Baute John W. M.D.	Anesthesiology
5	Bennett Richard J. M.D.	Anesthesiology
6	Brathwaite Marguerite D. M.D.	Obstetrics and Gynecology
7	Brenneman Jeremy M.D.	Emergency Medicine/ Adult Emergency Medicine
8	Burke, Jason R., M.D.	Anesthesiology
9	Caligagan Asbel APRN	Ambulatory Care

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD

10 (Castillo William J. M.D.	Pediatrics
445	Dhade Amanbir S. M.D.	Anesthesiology
	Dufresne Danielle A. M.D.	Family Medicine
	Dunetz Wayne A. D.P.M.	Orthopedic Surgery/Podiatry
	Duong Scott M.D.	Anesthesiology
	Estrada Christine M. D.O.	Family Medicine
3636703 () ()	Fralish Matthew S. M.D.	Medicine/Internal Medicine
2500	Gaal Wade R. M.D.	Family Medicine
2007	Gaspar de Alba Mario J. M.D.	Pediatrics
	Gould Natalie S. M.D.	Obstetrics and Gynecology
	Greco Richard T. D.O.	Family Medicine
	Sea to what is sent to application to what the secret of the purposes of the control of the cont	Anesthesiology
	Hafen Ryan D. M.D.	Anesthesiology
0.0110.0007	Henry Alonzo F. M.D. Johnson Brendan G. DDS	Surgery/Oral Maxillofacial Surgery
23		Medicine/Internal Medicine
24	Joshua Solomon APRN	Medicine Cardiology
25	Kamboj Ejaz M.D.	Anesthesiology
26	Kearns Devin D.O.	Medicine/Internal Medicine
27	Kim John J. D.O.	
28	Link Daniel J. M.D.	Anesthesiology Pediatrics
29	Lowe Robert M. M.D.	Pediatrics Pediatrics
30	Luna Carlos F. M.D.	1. ON 1940 (MOVED TO THE TO TH
31	Martinez Dominic F. M.D.	Anesthesiology
32	McCarron Joshua D. M.D.	Medicine/Gastroenterology
33	Mendoza Charles M.D.	Anesthesiology
34	Miles Shana M.D.	Obstetrics and Gynecology
35	Neyland Beverly A. M.D.	Pediatrics
36	Nguyen Cuong T. M.D.	Medicine Cardiology
37	Park Nam H. M.D.	Anesthesiology
38	Park Stewart D. M.D.	Surgery/Ophthalmology
39	Pillon Luana M.D.	Medicine/Nephrology
40	Pizio Helga F. M.D.	Surgery/Ophthalmology
41	Raddue Matthew T. M.D.	Anesthesiology
42	Rojas Vanessa M.D.	Medicine/Internal Medicine
43	Sarmiento Armando APRN	Medicine/Hematology/Oncology
44	Sheikh Fareed A. D.O.	Medicine Cardiology
45	Sheikh Sameer I. M.D.	Medicine/Internal Medicine
46	Tanveer Aisha M.D.	Medicine/Internal Medicine
47	Tavares Joaquim S. M.D.	Medicine/Pulmonary Medicine/Respiratory Care
48	Tian Yu M.D.	Anesthesiology
49	Tiu Hannah S. M.D.	, Medicine/Nephrology Page 23 of 85
50	Tobias Vanessa APRN	Surgery/General Surgery
51	Treadwell Paul K. M.D.	Radiology
52	Villalobos Danny J. PAC	Emergency Medicine/Adult Emergency Medicine
53	Viswanathan Sahityan M.D.	Medicine/Nephrology
54	Vitale Salvatore G. M.D.	Anesthesiology
55	Welch Thomas W. CRNA	Anesthesiology
56	Werth Heather D.O.	Anesthesiology
57	Wickens Jason C. M.D.	Surgery/Ophthalmology

I. REQUEST FOR RESIGNATION

1	Abdul Rashid	Nik	MD	Pediatrics	No Reason Provided
2	Dhade	Amanbir	MD	Anesthesiology	No reason provided
3	Dufresne	Danielle	MD	Family Medicine	No longer needs privileges - completed rotation
4	Fain	Matthew	DO	Medicine/Pulmonary Medicine / Respiratory Care	No longer with group - relocated out of state
5	Gould	Natalie	MD	Obstetrics and Gynecology	All her partners have let their privileges lapse.
6	Greco	Richard	DO	Family Medicine	No longer needs privileges
7	Gridley	Heather	MD	Pathology	Retiring from group
8	Lehoux	Juan	MD	Surgery/CVT	No Reason Provided
9	Neyland	Beverly	MD	Pediatrics	No Reason Provided
10	Raddue	Matthew	MD	Anesthesiology	Change in practice needs
11	Treadwell	Paul	MD	Radiology	Unable to meet reappointment criteria - Low Volume form/6 cases

J. REMOVAL FROM STAFF

		J. REMOVA	AL PRO		10.12.10.10.10.1		
1	Anakwa	Cyclopea	MD	Medicine/Internal Medicine	Not Board Certified		
2	Baute	John	MD	Anesthesiology	Failure to complete reappointment application		
3	Fanning	Cara	MD	Medicine/Infectious Disease	Not Board Certified		
4	Hakki	Naser	MD	Medicine/Internal Medicine	Not Board Certified		
5	Hardman	Julian	MD	Radiology	For informational purpose only: Removal date veffective 12/1/2023 – expiration of contract		
6	Khan	Arshad	MD	Radiology	Will no longer cover the schedule		
7	Majidi	Farzad	MD	Medicine/Cardiology	Failure to complete initial FPPE		
8	Marx	Jonathan	MD	Radiology	Medicus contract cancelled.		
9	McCarron	Joshua	MD	Medicine/Gastroenterology	Failure to complete initial FPPE		
10	Parhizgar	Fuzhan	MD	Medicine/Internal Medicine	Not Board Certified		
11	Siddiqui	Masood	DO	Radiology	No longer providing services for Essential Radiolo		
12	Werth	Heather	DO	Anesthesiology	Failure to complete reappointment application		

K. ADJOURNMENT

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MEMORANDUM

DEPARTMENT

TO:

Credentials Committee

FROM:

Dr. Chowdhury Ahsan, Chief of Medicine Department

SUBJECT:

Department of Medicine Delineation of Privileges (DOP) Revisions

DATE:

February 12, 2024

At their January 19, 2024 meeting, the Medicine Department recommended the following revisions to the Department of Medicine DOP.

- Gastroenterology core: Add Wireless Capsule Endoscopy to core and remove "will fall within the Core privileges" (page 5); Remove Wireless Capsule Endoscopy from the Special Privileges section (page 10 and 19).
- TMVR/R & TMVR/r: Remove "EP/Interventional Cardiologist only and 25 cases in past 24 months at initial and reappointment; Add "SEE ATTACHED CRITERIA" (page 9); Revise criteria in Special Privileges section as follows:

○ TMVR/R and TMVR/r: (pages 17-18)

- Remove "EP or Interventional only and 25 inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment and reappointment".
- Add "At initial appointment: Interventional Cardiologist only and 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.

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P7

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



PHYSICIAN NAME:	2	Initial Application	
		Reappointment	
PRIVILEGES EFFECTIVE FROM:	TO:	Additional Privilege	

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 sin the past twenty-four (24) months from an inpatient acute care Joint Commissioned 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 Directo	rs Use Only (Please check box):
Qualifications:	 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

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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 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 Commissioned 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.

Experience:

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
Allergy & Immunology 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.			2
Cardiovascular General Core 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 deposition 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.		i i	
Invasive Cardiology Core 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 deposition 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, Periocardiocentesis, 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.	Must have CORE Cardiovascular Disease Privileges		

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PRIVILEGES	Special Requirements	R=Requested	A=Approved
Interventional Cardiology Core 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 deposition 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. *Special privileges in Interventional Cardiology are listed in the following pages of the DOP*	Must have CORE Cardiovascul ar Disease and Core Invasive Cardiology Privileges		
Clinical Cardiac Electrophysiology (EP) Core 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 deposition of patients with emergent conditions. Clinical Cardiac Electrophysiology Core privileges include the following: Cardiology General Core Privileges, and the following: Interpretation uption 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.	Must have CORE Cardiovascul ar Disease Privileges		

PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Dermatology 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: ekin Biopsy, Other procedures and problems of similar complexity will fall within the CORE privileges.			
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 orivileges 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			
Gastroenterology 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, gallibladder, and pancreas. CORE privileges include the following: Colonscopy 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 other procedures and problems of similar complexity, will fall within the CORE privileges: EXCLUSION: GASTROENTEROLOGY ERCP & EUS PRIVILEGES CAN BE GIVEN TO ADULT TRAINED GASTROENTEROLOGIST TO PERFORM ERCP ON PEDIATRIC PATIENTS 10 YEARS 364 DAYS AND			

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- PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
hereby request CORE hematology privileges that include admission, work up, lagnosis, and provision of treatment or consultative services to patients resenting with illnesses and disorders of the blood and blood-forming tissues. ORE privileges include the following: Coagulation Disorder assessment, Bone narrow aspiration & interpretation, Bone marrow biopsy & interpretation of eripheral blood smear, Fine needle aspiration, Prescribing of chemotherapeutic interpretation and biological response modifiers through all therapeutic routes, herapeutic phlebotomy, Therapeutic thoracentesis and paracentesis, clasmapheresis. Other procedures and problems of similar complexity will fall within the CORE privileges.			-
Hospice & Palliative Care hereby request CORE hospice & palliative care privileges, which include admission, evaluate, diagnose, treat and provide consultation to patients with life-threatening Ilness or end of life.		₩ ss.	/
Infectious Disease 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.			
Nephrology 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.			2
Neurology 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.			0

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PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
Oncology 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.			
Physical Medicine and Rehabilitation 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		
Pulmonary 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		E	
Critical Care Pulmonary Medicine 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.	the provision of services covered in these groups. While applicant may meet the qualifications in this specialty those privileges cannot be exercised in the		

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PRIVILEGES	SPECIAL REQUIRESMENTS	R=REQUESTED	A≃APPROVED
Psychiatry 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 mediations and psychotherapy. Other procedures and problems of similar complexity will fall within the CORE privileges.			
Rheumatology 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 diathrodial joints, brusae, and tenosynovial structures, Therapeutic injection of diathrodial joints, brusae, tenosynovial structures and enthuses, 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	3-11-4-	
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		

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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	Ħ	
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.		11
Transcatheter Aortic Valve Replacement (TAVR)	SEE ATTACHED CRITERIA		
Endovascular Prosthesis for Repair of Aortic Aneurysm (AAA)	SEE ATTACHED CRITERIA	8	
Left Ventricular Assist Device (LVAD)\Impella	SEE ATTACHED CRITERIA		
Peripheral Angiography and InterventionPeripheral 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		
CARDIOVASCULAR DISEASE SPECIAL PRIVILEGES	Special Requirements	R=Requested	A=Approve
TMVR/R (Transcatheter Mitral Replacement(R))	EP/Interventional Cardiologist only and 25 cases in past 24 months at initial and reappointment SEE ATTACHED CRITERIA		

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ercutaneous Transluminal Angioplasty/Stent Placement PTA-Peripheral/Atherectomy/Thrombectomy)	SEE ATTACHED CRITERIA		
ercutaneous Coronary Artherectomy	SEE ATTACHED CRITERIA	187	
ortic Valvuoplasty	SEE ATTACHED CRITERIA		ja P
NDOCRINOLOGY & METABOLIC DISEASES SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
ontinuous Subcutaneous Insulin Administration w/Insulin Pump	SEE ATTACHED CRITERIA		
SASTROENTEROLOGY SPECIAL PRIVILEGES	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Indoscopic 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		
Wireless Capsule-Endoscopy	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
Neurophysiological Monitoring 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		
Interventional Pain Management 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	interventional pain management		
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		

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otulismotoxin Injections	Neurology Specialist only and 10 cases initially and reappointment		
voked Potentials	Neurology Specialist only and 10 cases initially and reappointment		
leep Studies	Neurology Specialist only and 10 cases initially and reappointment		la la
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		0
Nerve Conduction Time	10 cases initially and reappointment .		
Auditory Brainstem Response (ABR)	10 cases initially and reappointment	8	
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		01
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	8	
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	3	
Administration of sedation and analgesia			

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ndobronchial ultrasound			
Critical Care Pulmonary	Special Privileges		
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		1
Critical Care Pulmonar	R=Requested	A=Approved	
Percutaneous dilational tracheotomy	SEE ATTACHED CRITERIA	9	
Transtracheal oxygen catheter placement	SEE ATTACHED CRITERIA		85
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	11	
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		

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Rheumatology Special Privileges	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Atrhoscopy	5 cases initially and reappointment		
Nail Fold Capillarioscopy	5 cases initially and reappointment		W
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 S	TAFF USE ONLY
I have reviewed the requested clinical privileges and p named applicant and recommend action on the privile	rivilege criteria (cases, education, etc.) for the above ges noted above.
Section Chief Signature	
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;

Revised: 06/2007 10/2008, 02/2008, 06/2008, 12/2012, 06/2013, 04/2013, 04/2013, 04/2013, 04/2013, 04/2013, 04/2013, 04/2013, 03/2013; 9/2022; 12/2022; 8/2023; 9/2023
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; 9/28/22; 01/28/2022; 8/30/2023; 9/2023

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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
 - 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
- 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
- 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:
 - Documentation of five (5) intubations or supervised intubations in the past 24 months OR
 - 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

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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

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

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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 expérience 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

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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 <u>each</u>
 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.

TMVR/r Transcatheter Mitral Repair(r)

At Initial Appointment:

- Interventional Cardiologist only
- 20 trans-septal cases and a minimum of 53 proctored cases from an accredited Joint Commissioned facility in the past 24 months
- EP or Interventional Cardiologist only
- 25 inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial
 appointment and reappointment

At Reappointment:

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

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TMVR/R (Transcatheter Mitral Replacement(R))

At Initial Appointment;

Interventional Cardiologist only

20 trans-septal cases and a minimum of 5.3 proctored cases from an accredited Joint Commissioned facility in the past 24 months

EP or Interventional Cardiologist only

25 inpatient acute care cases from an accredited Joint Commissioned facility in the past 24 months at initial appointment and reappointment

At Reappointment:

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

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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

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

Percutaneous Coronary Artherectomy

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 Sphincteroromies and 10 stent placements)

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<u>Track Two - Non-Fellowship Track:</u>

- 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: 0
- Mucosal and submucosal lesions:
- 100 cases 75 cases
- Pancreaticobiliary: 0
- EUS-guided FNA
 - Non-pancreatic:
- Pancreatic:

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 WIRELESS CAPSULE ENDOSCOPY:

All of the following criteria must be met for an applicant to perform Wireless Capsule Endoscopy:

- Documentation of at least 20 cases of Capsule Endoscopy procedures in the past 24 months AND
- Documentation of 8 hours of CME that is endorsed by the National or International GI Societies AND
- Must be able to perform Core Endoscopic procedures including EGD, push Enteroscopy and Colonoscopy.

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

- 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 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

Documentation of successful completion of an accredited ACGINE or AOA residency training program in Neurology OR Physical Medicine and Rehabilitation AND

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- 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

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
- 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
- Certificate of training from endobronchial ultrasound vendor within the past 12 months OR
- Completion of an ACGME accredited Interventional Pulmonary Fellowship AND

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 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
 - o Documentation of previous experience by providing a minimum of 20 procedures in the previous 12 months
 - 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

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

OR

Pulmonary Critical Care Fellowship

Completion of an accredited Intuitive Ion Robotic Bronchoscopy training course

- Documentation of previous experience by providing a minimum of 10 procedures in previous 12 months
- 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.
 - 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 <u>documented</u> on the <u>same day and time</u> 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
- B 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 <u>completed</u> and <u>documented</u> 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:

- ${f E}$ Respiratory function, including respiratory rate, alrway 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	
11/2191911 - 10/1-11			

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

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MEMORANDUM

DEPARTMENT

TO:

Credentials Committee

FROM:

Pediatric Department/ Dr. Meena Vohra, Chief of Pediatrics

SUBJECT:

Nitrous Oxide Sedation Privileges & Criteria

DATE:

2/5/2024

The Pediatric Department is recommending adding Nitrous Oxide Sedation Special privileges and criteria to the Pediatric Delineation of Privileges (DOP).

- Providers must complete an online Nitrous Oxide Sedation education course, located on the UMC Intranet in the Physician Link Portal under Education
- Providers must complete a hands-on component, once completed they must have signed off by Super Users. Once signed off, providers will receive a signed checklist that they will need to submit to the Medical Staff office when requesting to modify their privileges
- Providers will need to complete an examination to assess competency, examination to be printed by provider and submitted to the Medical Staff office when requesting to modify privileges. Medical Staff office will grade examination; provider must pass with a 90% or higher

The above-mentioned documents are attached for your review.

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Special Privileges in NITROUS OXIDE SEDATION

Applicant Name (Printed)

I have requested only those privileges for which by education, training, current experience, and demonstrated performance I am qualified to perform and that I wish to exercise at the Hospital.

Applicant Signature

Applicant: Applicants have the burden of producing information deemed adequate by the Hospital for a proper evaluation of current competence, current clinical activity, and other qualifications and for resolving any doubts related to qualifications for requested privileges.

Qualifications

To be eligible to apply for special privileges in Nitrous Oxide Sedation, the applicant must meet the following qualifications:

MD, DO, DDS, DMD, NNP, PNP, FNP, OR DPM

AND

 Current certification in Basic Life Support (BLS) for Health Professionals, Pediatric Advanced Life Support (PALS), or ACLS

or

 Core privileges in pediatric critical care, pediatric emergency medicine, adult emergency medicine, adult critical care medicine or adult critical surgical care, Trauma, and Burn

AND

 Written documentation of completion of hospital-approved training in nitrous oxide sedation by the Medical Director of Pediatric Sedation or his/her designee. This will include a hands-on check-off list and an examination.

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or

 Completion of Online training Course for Nitrous Oxide Use in addition to completing a hands-on check-off list and an examination.

or

Written documentation of State License for Nitrous Oxide Sedation (DMD, DDS)

COMPONENTS OF TRAINING CHECKLIST in Nitrous Oxide Sedation (Will be in INTRANET under Education in Physician Link)

1. DIDACTIC LECTURES:

Physically present for Nitrous Oxide lecture (1/17/24; Attendance list on file) OR online viewing of the lecture on the INTRANET:

https://clarkcountynv.files.com/f/a2ba3221b8e83df2

OR

Review of PowerPoint Slides on Nitrous Oxide:

Q:\Department\Maternal Child\PICU\PEDS Critical Care\FINAL Version UMC Nitrous

Oxide Training Slides.pptx

2. Demonstration of Sentry Sedate Machine

Physically present for Sentry Sedate Machine demonstration by Porter Representatives (1/10-1/11/24; Attendance list on file) or online viewing of Sentry Sedate video on YouTube and review questions regarding the machine:

Porter Sentry Sedate for Medical Use Training - YouTube

Q:\Department\Maternal Child\PICU\PEDS Critical Care\Sentry Sedate Training Video
Questions.docx

3. Review of Nitrous Oxide Policy:

Q:\Department\Maternal Child\PICU\PEDS Critical Care\Policy for Use of Nitrous Oxide Outside of the Operating Room.docx

4. Check-off of hands-on manipulation of machines

(Super-Users to help with this. Contact Dr. Saqueton @ consolacion.saqueton@umcsn.com or Pediatric Sedation Unit @ 702-383-2089)

5. Evaluation Questions to Assess Competency (90% pass)

Q:\Department\Maternal Child\PICU\PEDS Critical Care\Evaluation Questions to Assess Competency.docx

RE-CREDENTIALING PROCESS

□ 3	documen	ted cases	within	the pa	ist 2 ye	ears	
☐ If	no cases,	repeat of	Educat	ion pr	ocess	noted	above

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Evaluation Questions to Assess Competency

- 1. Nitrous oxide is:
 - a. Metabolized by the liver enzymes
 - b. Metabolized by the kidney in the renal tubules
 - c. Metabolized by enzymes in the blood
 - d. Not metabolized in the body, but instead exhaled unchanged by the lungs
- 2. Therapeutic effects of nitrous oxide include:
 - a. Anxiolysis
 - b. Analgesia
 - c. Amnesia
 - d. All of the above
- 3. Distraction during nitrous oxide sedation can be a great supplemental technique. Distraction could include any of the following EXCEPT:
 - a. Storytelling by a child life specialist
 - b. Singing a lullaby by the child's mother and the nursing staff
 - c. Loud talking in multiple conversations between the parents and the nursing staff
 - d. Asking the child to take several slow deep breaths focusing on their breathing
- 4. A child who is receiving nitrous oxide sedation develops increasing sweating, looks pale, has facial grimacing, and starts to have repetitive swallowing. Your diagnosis and next action step would be:
 - a. Impending vomiting; reduce the nitrous oxide concentration immediately
 - b. Breakthrough pain; increase the nitrous oxide concentration to 80%
 - c. Stable; continue the current level of nitrous oxide
 - d. Too tight face mask; simply provide "blow by" gas flow
- 5. Nitrous oxide sedation is contraindicated in all of the following situations EXCEPT:
 - a. Recent brain tumor resection
 - b. Severe post-operative ileus following an appendectomy
 - c. History of asthma
 - d. Recent eye surgery
- 6. If sedation with nitrous oxide does not seem to be effective, one potential reason could be:
 - a. The child is allergic to nitrous oxide and is therefore not responding
 - The child does not like the face mask and nitrous oxide should be provided as "blow by" gas flow
 - c. The circuit tubing may be kinked, preventing comfortable exhalation
 - d. The oxygen tank is empty and the child is receiving 100% nitrous oxide gas

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- 7. Nitrous oxide sedation can generally be utilized for all of the following procedures EXCEPT:
 - a. Bladder catheterization for VCUG
 - b. Peripheral IV placement for antibiotic administration
 - c. Chest tube placement for pneumothorax
 - d. Simple laceration repair with topical anesthetics

- 8. The purpose of the circuit's flow meter is to:
 - a. Provide a scavenger system to minimize environmental exposure
 - b. Indicate amount of nitrous oxide remaining in the tank
 - c. Indicate gas delivery in liters per minute
 - d. Indicate minutes of operation
- 9. Techniques to minimize occupational exposure to nitrous oxide gas include:
 - a. Standing back at least 2 feet at all times from a patient who is receiving nitrous oxide
 - b. Incorporating a scavenging system into the circuit that connects to the waste gas/suction vacuum system
 - c. Taking the mask on and off the child's face to allow them to exhale and dilute the nitrous oxide
 - d. Providing no more than 40% nitrous oxide gas
- 10. Other contraindication to nitrous oxide sedation include:
 - a. Known Vitamin B₁₂ deficiency
 - b. Previous chemotherapy with bleomycin sulfate
 - c. Recent penetrating eye injury
 - d. All of the above
- 11. Advantage of using nitrous oxide for sedation in children include all of the following EXCEPT:
 - a. It has both rapid onset and rapid recovery
 - b. There is no need for monitoring during the procedure
 - c. It is not irritating to the airways or lungs
 - d. The percentage of inhaled nitrous oxide can be titrated to the patient's needs
- 12. The pre-procedure equipment check prior to a nitrous oxide sedation should include:
 - a. Checking to ensure that the nitrous oxide and oxygen tanks are open and have adequate gas supply
 - b. Checking to ensure that the circuit fail safe mechanism is working
 - c. Checking to make sure that the scavenging vacuum system is working
 - d. All of the above
- 13. The term "fail safe" when applied to nitrous oxide equipment, means that:
 - a. It can never deliver less than 30% oxygen
 - b. It always turns on when connected to a vacuum system
 - c. It never fails to provide adequate sedation
 - d. It has a locking mechanism to prevent unauthorized use
- 14. Risks associated with nitrous oxide include:
 - a. Anemia due to altered Vitamin B₁₂ metabolism
 - b. Potential for illicit/recreational abuse
 - c. Nausea and vomiting
 - d. All of the above

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- 15. Titration of the percentage of delivered nitrous oxide during sedation is valuable because:
 - a. The percentage of oxygen administered only increases if the nitrous oxide percentage is increased
 - b. Teenagers often require a higher percentage of delivered nitrous oxide than toddlers
 - c. The percentage of nitrous oxide should be decreased during the most painful part of the procedure
 - d. The percentage of nitrous oxide can be titrated to individual patient effect
- 16. At the end of the procedure, 100% oxygen is administered in order to:
 - a. Maximize the patient's oxygen saturation before the oxygen is removed
 - b. Decrease environmental nitrous oxide exposure for the health care team
 - c. Minimize the risk of diffusion hypoxia to the patient
 - d. Clean all of the nitrous oxide out of the circuit before it is turned off
- 17. The functions of the grey reservoir bag on the circuit include all of the following EXCEPT:
 - a. To even out gas flow and provide a gas reservoir to maximize patient breathing comfort
 - b. To provide a visual indication of respiration
 - c. To save leftover nitrous oxide for use with another patient
 - d. To provide positive pressure ventilation with 100% oxygen in an emergency
- 18. NPO guidelines for patients who are to receive minimal sedation with nitrous oxide alone include:
 - a. Full meal up to 4 hours prior, light snack including crackers or toast and clear liquids up to 2 hours prior
 - b. Fasting for everything after midnight and for a minimum of 8 hours
 - c. No restrictions on any input, since children should eat a full meal right before the procedure so they are not hungry
 - d. Full meal 8 hours prior, then clear liquids until 2 hours prior, since having food in the stomach more recently than 8 hours before the procedure increases the risk of nausea and vomiting with nitrous oxide
- 19. Patient monitoring during nitrous oxide sedation includes:
 - a. Continuous ECG monitoring
 - b. Continuous pulse oximetry
 - c. Continuous end tidal carbon dioxide monitoring
 - d. Non-invasive blood pressure measurements every 3 minutes
- 20. Which of the following children would NOT be a good candidate for nitrous oxide sedation?
 - a. An 8-year-old whose grandfather has a history of malignant hyperthermia with anesthetic agents
 - b. A 5-year-old who needs a peripheral IV placed for antibiotics for cellulitis

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- c. A 14-year-old who presents to the emergency department acutely combative with no clear etiology
- d. A 3-year-old with a history of a VP shunt placed as an infant who needs a catheterized urine sample to be obtained for a fever work up

Porter Sedate Nitrous Oxide Equipment Safety Checklist

	Connect gray vacuum hose to the wall Scavenging (WAG) System. Ensure black lever is open (vertical 6 o'clock position). You will hear distinct hissing noise of a vacuum when
	it is open. Perform oxygen fail-safe test by turning Nitrous oxide flow on and leaving oxygen off.
	You should not see any increase in the Nitrous flow on the main screen. It would indicate fail-safe test has passed. Turn Nitrous flow off.
	o If you see Nitrous flow without Oxygen, do not use the Porter Sentry machine
	and contact Biomed for service.
	Connect patient breathing circuit to the Sentry Sedate using manufacturer's instructions,
	and place appropriate size mask on the patient's end of the circuit.
	Nasal silhouette is only used for the designated machine and requires specific
_	pre-assembly. Turn on the flow of oxygen up to fill the gray breathing bag 2/3 to 3/4 full.
	Perform time-out prior to starting procedure
	Titrate Nitrous oxide flow to max concentration of 50% for minimal sedation. Any flow
	above 50% is considered moderate sedation.
	At the end of procedure, turn Nitrous Oxide off and increase Oxygen flow to keep
	breathing bag 2/3 to 3/4 full while administering 100% oxygen for 3-5 minutes.
	Once not in use, turn off N2O tank labeled "In Use" using the wrench. Turn off WAG
	scavenging system vacuum by turning black lever closed (horizontal 9 o'clock position).
	Turn oxygen flow off. Put machine on Standby mode.
	Lock the machine and return the key to the Pyxis



MEMORANDUM

DEPARTMENT

TO:

Credentials Committee

FROM:

OBGYN Department

SUBJECT:

Delineation of Privileges (DOP) Revisions

DATE:

December 14, 2023

At its meeting on December 12, 2023, the OBGYN Department recommended the following revisions be made:

- Remove language after Hysteroscopy with or without biopsy and add Operative after Hysteroscopy.
- Add word da Vinci before Robotic
- Remove under Special Privileges: Laparoscopic Advanced Procedures and Hysteroscopic Advanced Procedures.
- Add "TOTAL" before Laparoscopic Hysterectomy with or without Bilateral Salpingoacopherctomy and change required cases at initial from 3 to $\underline{5}$.
- Delete word "BILATERAL" (highlighted in yellow): Laparoscopic Hysterectomy with or without Bilateral Salpingo-ooopherctomy
- Add "LAPAROSCOPIC" Assisted Vaginal Hysterectomy with or without Salpingoocopherctomy after Laparoscopic Hysterectomy with or without Bilateral Salpingoocopherctomy.

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- Add the following under Special OBGYN Privileges:
 - Replace under GYN Oncology/Criteria/item number 2.: and instead of or.
 - Add criteria to special privileges OBGYN: 2 cases at reappointment for each special privilege.

TO AND THE CONTROL OF THE PROPERTY)A
DEPARTMENT OF OB/GYN	
DELINEATION OF PRIVILEGES	

UNIVERSITY MEDICAL CENTER
Initial Application
Reappointment
Additional Privilege

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Effective FROM:

_TO:

CORE PRIVILEGES IN OB/GYN

The establishment of privileges and procedures in the Department of Obstetrics/Gynecology shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Obstetrics/Gynecology have privileges to admit, care for and consult on patients hospitalized with general internal medicine problems and those conditions generally associated with the specialty areas within the Department.

Eligibility Criteria:

To be eligible to request CORE clinical privileges, the applicant must be a member of the Medical and

Dental Staff, and shall meet the following minimum criteria:

Basic Education:

M.D. or D.O.

Minimal Formal Training:

Must have completed an approved ACGME or AOA residency AND be Board Certified by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology, OR Board Certified within the eighth (8) year cycle as outlined by the Board AND annual consecutive verification of testing dates from the Board or a current member of the department prior to 2021 and who has successfully completed an approved ACGME or AOA residency prior to June 2014

The department chief has the option of requiring an additional twenty (20) hours of CME at reappointment for physicians who are not Board eligible or Board certified.

For subspecialty board certification, physicians must have completed an approved ACGME or AOA residency AND fellowship in specialty AND be board certified by the American Board of Obstetrics and Gynecology, or the American Osteopathic Board of Obstetrics and Gynecology within year eight (8) of completing fellowship.

Reappointments in this Department will be based on performance appraisal. This appraisal will utilize information regarding inpatient clinical activity and monitoring of patient care. Subspecialties who may not be able to provide inpatient cases due to rare procedures or due to procedures performed outpatient; it will be at the discretion of the Department Chief or Vice Chief to recommend approval of special requested privileges.

Experience:

Must be able to demonstrate that he/she performed any combination of twenty-five (25) inpatient procedures from the CORE privilege group requested, i.e. twenty-five (25) procedures from Abdominal, Vaginal or Laparoscopy/Hysteroscopy privileges in order to assess his/her clinical competence. Competent to perform history and physical.

All cases required must be from a Joint Commissioned accredited facility and within the past twentyfour (24) months

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;	REFER & FOLLOW PRIVILEGES CAN NOT BE REQUESTED WITH CORE AND/OR SPECIAL PRIVILEGES		y
<u>MAY NOT</u> admit patients; may not write orders in patient chart; may not manage patient care; may not function as Sponsor of an Advanced Practice Professional.		,	

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PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
stegory I Obstetrice outine diagnosis and therapy with minimal threat to life. Normal stepartum and postpartum care; uncomplicated labor and delivery; aternal fetal monitoring; administration of local anesthesia and udendal block; episiotomy and repair of second degree laceration and see of oxytocic drugs after completion of third stage of labor.			
ategory I Gynecologic: outine diagnosis and therapy with minimal threat to life. Assist in ynecologic surgery.			
ATEGORY II Obstetric: lajor diagnosis and therapy with significant threat to life. Type I & II: mniotomy; manual rotation; version; elective low forceps; vacuum ktraction delivery; manual removal of placenta.			
ATEGORY II Gynecological: Asjor diagnosis and therapy with significant threat to life. Type I & II: Alinor gynecologic surgery, i.e., dilation and curattage of Uterus.			
CATEGORY III Obstetric: Aajor diagnosis and therapy with serious threat to life. Type I, II, & III: All raginal deliveries; all Cesarean deliveries; all high Risk pregnancies, including major medical diseases complicating pregnancy.	e ⁿ	2	
CATEGORY III Gynecologic: Vajor diagnosis and therapy with serious threat to life. Type I, II, & III: Major Laparotomy; abdominal or vaginal hysterectomy; Salpingo- pophorectomy; Urethroscopy; Cystoscopy; Hysterectom			
Abdominal: Amniocentesis for maturity; Caesarean hysterectomy; Cerclage; Evacuation of pelvic abscess; Eviceration repair; Hysterectomy with/without removal of adnexa; Myomectomy; Salpingotomy or Salpingectomy; Simple bladder injury; Uterine suspension; Wedge resection of ovary; Repair of minor bowel or bladder injury.			
Vaginal: Anterior, posterior colportrhaphy or perineoplasty; Bartholin's gland abscess drainage; Bartholin's gland abscess marsupilaization; Cerclage, dilation and curettage or evacuation; Evacuation of molar pregnancy; Hymenotomy; Hysterectomy with or without removal of adnexa; Removal of foreign body from vagina or uterus; Partial or simple vulvectomy; Bladder suspension		•	
Colposcopies and LEEP Excisions			
Hysteroscopic Endometrial Ablation	2		54
Hysteroscopy with or without biopsy Operative			
Incisional-Hornio-Repair-without-Mosh			
Laparoscopy with or without biopsy; Salpingostomy or Salpingectomy; Ectopic pregnancy; Ovarian cyst aspiration; removal.			
Laparscopic Diagnostic			

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Lifering Committee Committ

SPECIAL PRIVILEGES IN OBSTETRICS/GYNECOLOGY

SPECIAL Privileges in the Department of OB/GYN are defined as high risk, problem prone or new technology and not routinely part of Obstetrics/Gynecology practice.

ELIGIBILITY CRITERIA: To be eligible to request SPECIAL privileges, the applicant must meet the minimum criteria for CORE privileges in addition to those stated with the following:

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	
10 15 Y 11	See attached Robotic criteria		11	
aparscopic-Advanced-Procedure(s)	Experience: 3 cases initially			
Hysterscopic-Advanced-Procedure(s)	Experience: 3 cases initially			
Co2 Laser Surgery	Training Requirements: Documentation of training for Co2 Laser and documentation of proctorship of 3 cases provided by vendor initially			
Yag Laser Surgery	Training Requirements: Documentation of training for Co2 Laser and ~ documentation of proctorship of 3 cases proylded by vendor initially			
Moderate Sedation	See Sedation Policy			
Presacral Neurectomy	Experience: 3 cases initially			
Resection of Uterine Septum or Myoma	Experience: 3 cases initially			
Incisional Hernia Repair with Mesh	Experience: 3 cases initially			
Sacrocolpopexy	Experience: 3 cases initially			
Sacrospinous Suspension	Experience: 3 cases initially			
Sling Urethropexy Procedures	Experience: 3 cases initially			
Advanced Pelvic Support Surgery with or without use of Mesh product	Experience: 3 cases Initially			
<u>Total</u> Laparscopic Hysterectomy with or without Bilateral Salpingo-oophorectomy or <u>Laparoscopic Assisted Vaginal</u> Hysterectomy with or without Salpingo-oophorectomy	Experience: 3 5 cases initially			
Dilation & Evacuation up to 6 weeks	Experience: 3 cases initially			

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o be eligible for the following privileges, the applicant must	meet the following criteria;			4	(Formatted Table
LIGIBILITY CRITERIA:					.,	
o obtain and/or maintain privileges, the staff member must i	neet the following criteria at i	nitial and reappoint	ment:			
1. Combination of 25 procedures from a Joint Commission						
AND	accredited facility performed	Trans post circuit.				ALICENTARIA DE LA CALLANTE
. Must have Gynecologic Category I, II, and III			I	-		= \$
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED			estation with the set
Hysterectomies	1/					5 (1997) 1 (
1. Simple: Vaginal and Abdominal				4	-(Formatted: Indent: Left: 0.31", No bullets or numbering
Vagineclomies				4	(Formatted: Centered
Section 1. A language contract of the contract				4-		Formatted: Left, Indent: Left: 0.31"
1. Simple			-			Formatted: Centered
<u>Vulvectornies</u>	2000			4	/	Formatted: Left, Indent: Left: 0.31"
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1. Skinning		1	-		//	Formatted: Left, Indent: Left: 0.31"
2. Simple				*	//	Formatted: Font Bold
3. Partial	0.1		4	4	1/	Formatted: Centered
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GASTROINTESTINAL AND UPPER ABDOMINAL				-	11	Formatted: Font: Bold
1. Repair of Fistulas			- (4	1//	Formatted: Centered
				4	V	Formatted: Font: Bold
URINARY TRACT				1	1	Formatted: Left, Indent: Left: 0.31"
1. Bladder:				4-		Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
a. Partial Cystectomies					1	Formatted: Numbered + Level: 1 + Numbering Style: a. h.
b. Total Cystectomies				4	1	c, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: -0.5"
c. Repairs of Vesicovaginal Fistulas with:				4		Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
 Primary Closure 				4	_	Formatted: Numbered + Level: 1 + Numbering Style: I, II,
					1	iii, + Start at: 1 + Alignment; Left + Aligned at: 0.25" + Indent at: 0.5"
ii. Secondary Closures Using Interposition of Autologous Tissue(s) Such as Omentum and Bulbocavernosus Muscle	· ·			*	1	Formatted: Numbered + Level: 1 + Numbering Style: I, Ii, III, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
Bulboarameas		(1				Formatted Table
d. Cystotomies					-	Formatted: Numbered + Level: 1 + Numbering Style: a, b c, + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"
EVALUATION PROCEDURES			-		1	Formatted: Not Highlight
4. Cyclosoppies					1	Formatted: Font: Bold
1. Cystoscopies					1	Formatted: Centered
MANAGEMENT OF ALL INTRA-OPERATIVE AND POST OPERATIVE COMPLICATIONS					T.	Formatted: Left, Numbered + Level: 1 + Numbering Style
					1	1, 2, 3, + Start at: 1 + Allgnment: Left +-Aligned at: 0.25" + Indent at: 0.5"
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	nonija i i		1 0.4	
Acute Intraoperative Bleeding	4	Formatted: Indent: L	eft: 0.31"	
Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intra-abdominal organ	- 8	Formatted: Numbere 3, + Start at: 1 + Al Indent at: 0.56"	d + Level: 1 + Numbering S lignment: Left + Aligned at:	Style: 1, 2, 0.31" +
	100	2 Winds	- Service - Description	77.55
GYNECOLOGY ONCOLOGY SPECIAL PRIVILEGES,		**************************************	and the same	37
		2400		*
and post operative	0.354	1,500	and the second	
All surgical procedures related to the treatment of gynecologic cancers; reconstruction and related intra- and post- operative complications. Treatment of malignant disease with chemotherapy to include gestational trophoblastic disease, including			· A TATALON AND AND AND AND AND AND AND AND AND AN	430
complications from chemotherapy.	- 5		. 9	
SPECIAL Privileges in the Department of OB/GYN are defined as high risk, problem prone or new technology and not routinely part of Obstetrics/Gynecology practice.				
Pariety Santaniny Three Bill			4 72 3	

1. Combination of 25 procedures from Gynecology Oncology from a Joint Commissioned accredited facility and performed in the past twenty-four (24) months.

AND Must have Gynecologic Category I, II, orand III

To obtain and/or maintain privileges in Gynecologic Oncology the staff member must meet the following criteria at initial and

ELIGIBILITY CRITERIA:

reappointment:

	PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	_
	Hysterectomies				_
1.	Simple: Vaginal and Abdominal		H. II		
2.	Modified Radical or Radical: Abdominal	1			
alping	o-oophorectomies				-
	Radical Cytoreductive Procedures		2		
	Lymphadenectomies			-	_
1.	Inguinal				
2,	Femoral				_
3.	Pelvic				_
4.	Para-aortic Areas	II .			
5.	Supraclavicular				L
	Vaginectomies	1			L
1,	Simple				L
2.	Radical		10		
	Vulvectomies			1)	L
1.	Skinning			<u> </u>	
2.	Simple				ļ
3.	Partial				1
4	Radical				-

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Pelv	ic Exenterations with or without reconstruction including myocutaneous grafts				
	GYN ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	2.40
1.	Anterior	(I) (2000)			
2,	Posterior				
3.	Total				
Omente	ectomies		27		
nsertic	on of Intracavity Radiation Application		16		
	blation				
G	GASTROINTESTINAL AND UPPER ABDOMINAL				
1.	Placements of Feeding Jejunostomy/Gastrostomy			,	
2,	Resections and Re-Anastomosis of Small Bowel				
3,	Bypass Procedures of Small Bowel				1.
4,	Mucous Fistula Formation of Small Bowel		£		
5.	lleostomies				
6.	Repair of Fistulas				
7.	Resection and Reanastomosis of Large Bowel, Including Low Anterior Resection and Reanastomosis	4 a.			
- 8,	Bypass Procedures of Large Bowel				
9.					
10); Colostomies				
1,1	1, Splenectomies		11		
12	2. Liver Biopsies and Partial Resection				
13	3. Diaphragmatic Resection				
	URINARY TRACT			The Albertain	
1.	. Bladder:				-
	a. Partial Cystectomies				4
	b. Total Cystectomies				+
	c. Repairs of Vestcovaginal Fistulas with:				_
	i. Primary Closure				1
	Secondary Closures Using Interposition of Autologous Tissue(s) Such as Omentum and Bulbocavernosus Muscle	F			
	d. Cystotomies		-		_
2	, Urețer:				
	a. Ureteroneocystostomies with and without:			4	

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1 Dividing Flower				l
i. Bladder Flaps	EDECIAL DECILIPERATURE	R= REQUESTED	A= APPROVED	-
GYN ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS	KE KEQUESTED	A= APPROVED	
ii. Psoas Fixations			-	
iii. End to End Ureteral re-anastomoses				-
iv. Transuretero-Ureterostomies	*			
v. Small Bowel Interopositions				
vi. Cutaneous Ureterostomies				
vii. Repairs of Intraoperative Injuries to the Ureters			5	
3. Conduits Developed:				
a. From lleum				L
b. From Colon:				
i. Continent				
11. Non-Continent				
INCISION AND DRAINAGE OF ABDOMINAL OR PERINEAL ABSCESSES				
ECONSTRUCTION				1
1. Develop a Neo-Vagina from:				
a. Split Thickness Skin Grafts				_
b. Pedicle Grafts				
c. Myocutaneous Grafts				_
2. Develop a New Pelvic Floor From:				
a. Omental Pedicle Grafts	4			
b. Transposition of Myocutaneous Grafts				1
CENTRAL LINES INCLUDING PLACEMENT OF MEDIPORTS PERCUTANEOUSLY OR VIA CUT DOWN				
EVALUATION PROCEDURES		244		
1. Cystoscopies				
2. Laparoscopies	11			
3. Colposcopies and LEEP Excisions				
4. Sigmoidoscopies	N 6 (5020)			
5. Transdiaphragmatic Thoracoscopy with Blopsy				
6. Breast Mass				
a. Fine-Needle Aspirations				
b. Needle Biopsies			2	
7. Paracentísis				

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8. Thoracentesis	400 32 AT 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	55 VIII	· · · · · · · · · · · · · · · · · · ·	725 E
YNECOLOGY ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS:	R=REQUESTED	A=APPROVED	20
MANAGEMENT OF ALL INTRA-OPERATIVE AND POST OPERATIVE COMPLICATIONS				_
1. Acute intraoperative Bleeding	***************************************			
E				
2. Coagulopathies				
Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intra-abdominal organ	٠	⊋ df ≥	2	
MFM PRIVILEGES				
PRIVILEGE	SPECIAL REQUIREMENTS: Three (3) inpatient cases in the past twenty-four (24) months from a Joint Commissioned accredited facility at initial and reappointment	R=REQUESTED	A=APPROVED	
Chorionic Villus Sampling CUS				
Fetal Thoracentesis			3 5	
Intrauterine Transfusion				
Fetoscopy	10			
PUBS Percutaneous Umbilical Blood Sampling				L
Fetal Echocardiogram	(9)			L
Doppler Flow Studies (such as Color Mapping)				
REI PRIVILEGES			=	
PRIVILEGE	SPECIAL REQUIREMENTS: Three (3) inpatient cases in the past twenty-four (24) months from a Joint Commissioned facility at initial and reappointment	R=REQUESTED	A=APPROVED	
Tubal Reanastomosis		5/		

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Uterine Septal Resection				
ACKNOWLEDGEMENT OF PRACTITIONER:				
I have requested only those privileges for w qualified to perform and which I wish to ex- and I understand that	hich by education, training, curre ercise at University Medical Cente	ent experience and demo er of Southern Nevada, in	nstrated performance the Department of (:e I am OB/GYN,

a. 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.

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 OBGYNCORE and/or SPECIAL PRIVILEGES.

DATE APPLICANT SIGNATURE

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.

CHIEF or Vice Chief of OBGYN

DATE

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Revised: 01/07; 11/07; 08/08; 03/10; 05/10; 11/8/11; 5/15/12; 12/17/2014; 08/09/2016; 12/13/2016; 04/11/2017; 11/13/2018; 12/10/2019; 08/11/2020;

Revised: 01/07; 11/07; 08/08; 03/10; 66/10; 11/8/11; 5/15/12; 12/17/2013; 08/05/2015; 04/2021; 6/22/2022

Approved Credentials: 11/07; 08/21/08, 03/18/10; 7/15/10; 11/15/2011; 5/17/2012; 12/18/2014; 08/18/2016; 01/19/2017; 04/20/2017; 12/27/2018; 12/19/2019; 08/20/2020; 10/15/2020; 05/20/2021; 6/24/2022

Approved McC: 11/07; 08/25/08; 03/23/10; 7/27/10; 11/27/2011; 5/22/2012; 12/23/2014; 01.26.2016; 08/23/2016; 01/24/2017; 04/25/2017; 01/22/2019; 12/24/2019; 08/25/2020; 10/27/2020; 05/25/2021; 6/28/2022

BOT: 03/20/07; 12/18/07; 9/16/08; 4/20/10; 8/17/10; 12/18/2011; 6/19/2012; 12/20/2014; 03.15.2016; 09/20/2016; 02/21/2017; 5/16/2017; 02/19/2019; 03/25/2020 03/25/2020 05/25/2020 05/25/2020 05/2020 05/25/2

01/21/2020; 08/26/2020; 10/28/2020; 05/26/2021; 6/29/2022

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CRITERIA FOR ROBOTIC

Initial application of a Candidate requesting privileges in 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 Robotic surgical robot:

- Didactic and hands-on experience in a course during an ACGME or AOA residency or fellowship program that incorporates roboticassisted surgery into the program. Required documentation includes a letter from the training director attesting to experience and a log of (10) ten cases performed as the primary operator.
- 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.
- Certificate of Robotic training (to include the type of training) and delineation of training experience from intuitive Surgical AND the first
 (3) three cases must have a proctor present and must be reviewed by an intuitive-approved proctor, approved also by the Department
 Chief or Vice Chief to be completed within the first (6) six months from the time privilege being granted. The assigned proctor must
 complete a Proctorship form for each case and return it to the Medical Staff Office. Additional monitoring may be requested by the Chief
 or Section Chief of the Department or the Credentials Committee.

At time of 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 with successful completion of OPPE.

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

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:
 - Maintain current ACLS*, ALS* or ATLS, or NRP, or PALS (as appropriate to patient population); or
 - Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; AND
- Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful AND
- Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available
 on Physician link website, <u>www.umcsn.com</u> and is <u>required on initial request of privileges only</u> AND
- 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:

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dat.

- 1. Documentation of five (5) intubations or supervised intubations in the past 24 months
- 4. At Reappointment the physician must provide one of the following:
 - Documentation of five (5) intubations or supervised intubations in the past 24 months OR
 - ii. Documentation of completion of a high fidelity simulation of airway management

course approved by the Critical Care Committee completed within the past 24 months.

*ACLS – Accepted by American Heart Association OR

*ALS - Accepted by the American Red Cross

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.
- All physicians with an esthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*NOTE: The criteria in Appendix C is current at the time of policy publication and will be updated at the discretion of the credentials committee of the UMC Medical Staff, who will be responsible to maintain the most current criteria for privileging.

MEC; 01.26.2016; 10.25.2016; 09/22/2020 BOT: 03.15.2016; 11.15.2016; 09/30/2020

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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:

- 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 satumtion
- Cardiovascular function, including pulse rate and blood pressure
- Mental status
- Temperature
- Pain
- Nausca 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.

	70	
Physician Signature		Date

Physician Name Typed or Printed Legibly

US Department of Health and Human Services Sources:

US Department of Health and Human Nervices
Center of Medicarre & Medicaid Services
Conditions of Participation for Hospital: Anesthesia Services-Title 42 §482.52
"Practice Guidelines for Postonesthetic Care"
Anesthesiology, Yol 96. No3, March 2002
\$2011 Comprehensive Accreditation Manual for Hospitals
Provision of Care, Treatment and services, P.C. 03.01.07, EP 7

Medication Management MM 05,02.09 EP 1 CMS -12CFR -482.52(b)(3)

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-," 12.52

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

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

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

Recommendation:

That the UMC Governing Board approve the UMC Policy and Procedures Committee's activities of December 6, 2023 and January 3, 2024, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on February 5, 2023, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee's activities of December 6, 2023 and January 3, 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 February 28, 2024

Agenda Item#



December 6, 2023 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
Influx of Infectious Patients	Revised	Approved as Submitted	Updated AIIR Room and removed on duty administrator verbiage. Vetted by Director of Infection Prevention and Surgical Services, Medical Director Inpatient and Outpatient Infectious Disease Services.
Cleaning, Disinfection, and Sterilization	Revised	Approved as Submitted	Minimal changes updated high level disinfectants; placed in new format. Vetted by Director of Infection Prevention and Surgical Services, Medical Director Inpatient and Outpatient Infectious Disease Services.
MRSA/ORSA Active Surveillance	Revised	Approved as Submitted	Epic name change to MRSA Surveillance Screening. Vetted by Director of Infection Prevention and Surgical Services, Medical Director Inpatient and Outpatient Infectious Disease Services.
Non MQSA Equipment Usage	Revised	Approved as Submitted	Removed # 6 Compression Checks will be performed according to regulations, no longer required. Vetted by Director of Imaging Services.
Wellness Center-Human Immunodeficiency Virus (HIV) Screening Guidelines	Revised	Approved as Submitted	Updated USPSTF to CDC recommendations for age of screening. Vetted by Wellness and Medical Director Infectious Diseases.
Ambulatory Care Scanning/Importing Protocol	Revised	Approved as Submitted	Transferred to new template. Updated title to include importing into the protocol and to align with



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			current process. Vetted by Ambulatory Care PAS Director.
<u>Late Patient Arrival</u>	New	Approved as Submitted	Memo set to guideline and transferred to new template. Vetted by Ambulatory Care PAS Director.
PAT Pre-Anesthesia High Risk Patient Screening Protocol	New	Approved as Submitted	New protocol. Vetted by Director of Surgical Services and Head of Anesthesia Department.
Pre-Admission Testing and Preoperative Unit: Pre-Admission Testing Admission Testing Admissio	New	Approved as Submitted	New protocol. Vetted by Director Surgical Services, Director Pharmacy Services and Head of Anesthesia Department.
Preoperative Type and Screen Testing	Revised	Approved as Submitted	Added procedure to Head and Neck Category. Moved to new template. Removed information regarding specimen labeling. Updated references. Moved to new template. Vetted by Director of Peri-Operative Service, Blood Bank Supervisor and Director of Anesthesia.
Department Inventories	New	Approved as Submitted	New policy. Vetted by Director of Supply Chain Services and Controller.
Inventory Management Philosophy	New	Approved as Submitted	New policy. Vetted by Director of Supply Chain Services and Controller.
Appropriate Workstation, Laptop, and Tablet Use	Revised	Approved as Submitted	New policy template; Added Tablets to scope; Added verbiage regarding unauthorized use of equipment. Vetted by Chief Information Officer.
Appropriate Telephone Use	Revised	Approved as Submitted	New policy template; Added statement regarding red phones; Added statement regarding contacting IT for repair/ replacement of telephones. Vetted by Chief Information Officer.



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY		
Appropriate Copier, Printer, and Facsimile Use	Revised	Approved as Submitted	Updated to new policy template. Scheduled review, no changes. Vetted by Chief Information Officer.		
Email Archive and Retention	Revised	Approved as Submitted	Updated to new policy template, item 11 added. Vetted by Chief Information Officer.		
Progressive Mobility Guideline for the Adult Patient	New	Approved as Submitted	Reviewed with Clinical Directors. Revision and modification of policy to include 6-Clicks and Progressive Mobility integration for Basic Mobility Screening process, language, and employment of mobility progressions using updated visual aid (see appendix).		
Recall of Hospital Sterilized Items	New	Approved as Submitted	New policy. Vetted by Director of Peri-Operative Service and CNO.		
Biological Monitoring of Steam Sterilizers	Revised	Approved as Submitted	Update to new format. Removal of Chemical Class 5 Integrator because we do not perform any "immediate use" sterilization. Vetted by Director of Peri-Operative Service and CNO.		
Receiving Instruments for Processing	Revised	Approved as Submitted	Update to new format. Scheduled review, no changes. Vetted by Director of Peri-Operative Service and CNO.		
Shelf Life and Storage for Sterile Items	Revised	Approved as Submitted	Updated to new format. Scheduled review, no changes. Vetted by Director of Peri-Operative Service and CNO.		
Perioperative Operations Governance	New	Approved as Submitted	New policy. Vetted by Director of Peri-Operative Service and CNO.		
Operating Room Case Scheduling Guideline and Block Scheduling Management	New	Approved as Submitted	New policy. Vetted by Director of Peri-Operative Service and CNO.		
Personal Use Items	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new policy format. Vetted by EOC Committee.		



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Occupational Therapy Assistant / Provisional Licensee Supervision	Revised	Approved as Submitted	Several changes of wording and flow – no content changes. Vetted by Rehabilitation Services Manager and ACNO.
Occupational Therapy Professional Conduct	Revised	Approved as Submitted	Added the last two bullet points in the Ethical Service Delivery section to match the current focus and direction of the department's initiatives. Vetted by Rehabilitation Services Manager and ACNO.
Occupational Therapy Scope and Standards of Practice	Revised	Approved as Submitted	Added the following sections - "UMC's Occupational Therapists and Therapist Assistants will focus all knowledge and efforts on improving their patients' independence with activities of daily living (ADLs) before addressing long-distance ambulation outside the patient's room." - "All Occupational Therapy interventions provided at UMC must be "skilled" (require the skills of a licensed Occupational Therapist or Occupational Therapist Assistant) and medically necessary." Removed the following text - "The Occupational Therapy Department addresses occupational performance and their performance components" Vetted by Rehabilitation Services Manager and ACNO.
Individualized Treatment Plan (Acute Care)	Revised	Approved as Submitted	Format changes. Minimal verbiage changes to update the "Procedure" section to current standards of practice. Vetted by Rehabilitation Services Manager and ACNO.
Orientation, Training, and Education (for New/Returning Rehabilitation Employees)	Revised	Approved as Submitted	Transferred policy to new template. No changes. Vetted by Rehabilitation Services Manager and ACNO.



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
Rehabilitation Services Documentation of Progress Notes	Revised	Approved as Submitted	The minimum requirements have been edited for flow and verbiage. No content changes Added the following text: - To facilitate interdisciplinary communication and patient throughput, the Rehab Therapists and Rehab Therapists Assistants are expected to enter at least 90% of their notes within 4 hours of the therapy intervention All notes must be entered within the same day as the intervention Vetted by Rehabilitation Services Manager and ACNO.
Equipment Cleaning and Safety (Acute Care)	Revised	Approved as Submitted	Scheduled review, no changes. Updated to new template. Vetted by Rehabilitation Services Manager and ACNO.
Rehabilitation Services Equipment Safety Procedures	Revised	Approved as Submitted	Added "If a staff member is uncomfortable or believes they lack the competence to use a piece of equipment for different reasons (orientation/training not completed, orientation/training completed a long time ago, etc.), it is the staff member's responsibility to find a different option for patient care and to notify the department's management team." Vetted by Rehabilitation Services Manager and ACNO.
Skills Inventory / Competency for Rehabilitation Services Staff	Revised	Approved as Submitted	Scheduled review, no changes. Vetted by Rehabilitation Services Manager and ACNO.
Patient-Controlled Epidural (Regional) Anesthesia/Analgesia for the Labor Patient	New	Approved as Submitted	New policy. Vetted by Clinical Director Maternal Child Services, Pharmacy, Dr. Kirgan and Dr. Hu.



POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY		
Medical and Neuroscience Surgical Intensive Care Unit (MICU/NSICU) Criteria for Triage, Admission and Discharge	Revised	Approved as Submitted	Updated guideline with current template. Coincide verbiage with other ICU admission criteria for bipap. Vetted by Director of Critical Care Services, Dr. Modi and Dr. Honsberg.		
Guideline for Disposable Bedside Bronchoscopy in Critical Care Units	Revised	Approved as Submitted	Update to current template and removal of LIP language. Vetted by Director of Critical Care Services and Director of Respiratory Services.		
No-Show/Out of Care Policy	Revised	Approved as Submitted	Transferred to new template. Removed Ambulatory from ownership per PAS Director request. Updated to align with current process. Vetted by Ambulatory Care Clinical Director and Ambulatory/Wellness Clinical Manager.		
Transmission of Prescription by Facsimile Machine	Revised	Approved as Submitted	Transferred to new template. Scheduled review, no changes. Vetted by Ambulatory Care Clinical Director.		
Ambulatory Care Staff Responsibilities and Education Records	Revised	Approved as Submitted	Transferred to new template. Updated policy to include MA's and aligned with current practice. Vetted by Ambulatory Care Clinical Director.		
Transition of Care Visits into UMC Primary Care	New	Approved with Revisions	New Policy of Department Established. Vetted by Ambulatory Care Clinical Director.		
Privacy Precautions for Public Figure Patients	Revised	Approved as Submitted	Routine review in accordance with schedule. Updated to new policy format. Vetted by Privacy Officer.		
Personal Representatives	Revised	Approved as Submitted	Routine review in accordance with schedule. Updated to new Policy format. References reviewed. Reviewed with HIMD.		



January 4, 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 10 Approved, 0 Retired

POLICY NAME	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY	
Ryan White HIV/AIDS Program Management	Revised	Approved as Submitted	Added language to include Program Income. Vetted by Finance and Ambulatory Care.	
<u>Umbilical Arterial</u> <u>Catheters</u>	Revised Approved as Submitted		Placed into new template. Typos were corrected. Added the Lippincott resources for further reference. Vetted by NICU, Pediatric Department and Dr. Francis Banfro.	
<u>Umbilical Venous</u> <u>Catheters</u>	Revised	Approved as Submitted	Placed into new template, Corrected Typos and added the Lippincott resources for further reference. Vetted by NICU Clinical Manager, Pediatric Department and Dr. Francis Banfro.	
Authorization to Close Incomplete Medical Record	New	Approved as Submitted	Policy being established to ensure appropriate closure of incomplete medical records is performed. Vetted by HIM and Chief Medical Officer.	
Administration of Blood and Blood Products	Revised	Approved as Submitted	Added the following statement: Pretransfusion Vital Signs, as well as review of records of donor and recipient information verification must be performed in the presence of the patient before hanging and spiking the blood product for transfusion administration, under Administration section #19 Starting Transfusion. Vetted by Blood Bank Supervisor.	



POLICY NAME	NEW/ REVISED HPP COMMITTEE DECISION		SUMMARY	
ABCDEF Bundle for Management of Ventilated/Critically Ill Patients in the ICU (Adults)	Revised	Approved as Submitted	Updated bundle to include new mobility parameters. Incorporated attachments into body of guideline. Vetted by Critical Care Committee.	
Sentinel, Never, and Adverse Events; Serious Reportable Events (SRE)	Revised	Approved as Submitted	Revised definition of suicide to expand from within 72 hours discharge to within 7 days to match TJC changes effective 1/2024. Vetted by CQPS.	
Emergency Drug Sheet, Pediatric Patient	Revised	Approved as Submitted	Updated to new format; updated scope, added references. Vetted by Pediatric Department.	
Disaster Privileging of Licensed Practitioners	Revised	Approved as Submitted	Updated language and format. Language updated per joint commission current terminology. Vetted by Medical Staff Department.	
2024 Quality Assurance and Performance Improvement Program Plan (QAPI)	Revised	Approved as Submitted	Updated to align to annual organizational and Governing Board QAPI Priorities; Revised reporting schedule due to leadership changes. Vetted by Quality, Patient Safety, & Regulatory Officer.	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	UMC Contract Evaluations	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the UMC Governing Board approve the UMC Contract evaluations as recommended by the UMC Clinical Quality and Professional Affairs Committee; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on February 5, 2023, the Clinical Quality and Professional Affairs Committee reviewed and approved the hospital contract evaluations and recommend for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item#

Contract #	Vendor Name	Contract Description	Start Date	Termination Date	Evaluation Received	Met Performance Standards Yes/No (Question 8)	Evaluator Comments
5997	College of Southern Nevada	Renew Dental Contract	4/1/2020	2/28/2022	3/30/2023	Yes	
5845	Neuropathy & Pain Center of Las Vegas	Renewal to Provide Outpatient Pain Mgmt Svcs to HIV Pt's	7/1/2020	6/30/2023	3/30/2023	Yes	
5837	Advanced Audiology dba Heppler Audiology	Renew Contract for Audiology	8/1/2020	7/31/2023	3/30/2023	Yes	
6658	Frank Lee, DO	Radiology Services Renewal for Ryan White Patients	4/5/2021	6/30/2024	3/30/2023	Yes	
5748	Desert West Surgery	Outpatient Ambulatory Surgery	7/1/2020	6/30/2023	3/30/2023	Yes	
6655	Tyler Christensen DDS	Dental Consultant for Ryan White clients at the Wellness Center.	6/1/2021	5/31/2024	5/19/2023	Yes	
4639	Access to Healthcare Network	Eligibility Services MOU for Ryan White Patients	3/5/2018	3/3/2023	3/30/2023	Yes	
7332	College of Southern Nevada - Dental Faculty Practice Renewal	Renew Dental Contract	02/28/2022	02/28/2025	5/19/2023	Yes	
7069	Dignity Health-St. Rose Dominican	Provide Medical Nutrition Therapy and the Fruit and Vegetable Prescription Program to UMC Wellness Center Ryan White Part A clients and UMC Healthy Living Institute clients at no charge.	03/21/2022	03/31/2027	11/30/2023	Yes	
7864	Dr. Farabi - First Amendment Telemedicine - October 12, 2022	This amendment permits Dr. Farabi to utilize Telemedicine with patients at Wellness Center	02/01/2020	01/31/2023	3/30/2023	Yes	
6654	Laboratory Corporation of America	Ryan White - Clinical Laboratory Testing Services - Amendment 2	3/30/2021	4/30/2022	11/30/2023	Yes	
5096	Aid for Aids of Nevada (AFAN)	HIV Support Services MOU for Ryan White Patients	10/16/2018	10/15/2023	3/30/2023	Yes	

5569	Alireza Farabi MD PC	Infectious Disease Care	2/1/2020	3/31/2023	5/19/2023	Yes	
5930	Community Counseling Center	Renew Contract for Mental Health Services to HIV-AIDS Patients	7/1/2020	6/30/2023	3/30/2023	Yes	
6663	Enrique Lacayo M.D.	Provide outpatient gastroenterology services to Ryan White Wellness Center clients	8/1/2021	7/31/2024	3/30/2023	No	Minimum patient requirement not met
4640	Golden Rainbow	Case Management Services MOU & BAA (RW)	2/28/2018	2/28/2023	3/30/2023	Yes	
6653	Kerry Davis DDS	Dental services for Ryan White clients at the Wellness Center	4/16/2021	4/30/2024	3/30/2023	Yes	
6662	Kidney Specialists of Southern Nevada	Outpatient nephrology services for Wellness Center HIV/AIDS Ryan White clients. Extension	8/1/2021	7/31/2022	5/19/2023	Yes	
6654	Laboratory Corporation of America	Ryan White - Clinical Laboratory Testing Services	4/26/2021	4/29/2022	11/30/2023	Yes	
5875	Meadows Retina	Renew Contract for Outpatient Retina Services	7/1/2020	6/30/2025	3/30/2023	Yes	
	Meadows Retina	Psychiatric Services For RW patients		06/30/2023	3/30/2023	Yes	
5874	Michelle Lisoskie M.D.	Renew Agreement for Mental Health Services for RW patients	7/1/2020	6/30/2023	11/30/2023	Yes	
4556	Nevada Aids Research and Education Society	Case Management Services for Ryan White Patients	3/6/2018	3/6/2023	3/30/2023	Yes	
6201	Nevada Heart & Vascular Center	Outpatient cardiology services to UMC Wellness Center Ryan White HIV/AIDS clients.	8/1/2020	7/31/2023	3/30/2023	Yes	
6659	Orr, Daniel II, DDS	Provide oral surgery services to Ryan White Wellness Center clients.	7/1/2021	6/30/2024	5/19/2023	Yes	
5846	PBS Anesthesia	Outpatient Anesthesia Svcs for HIV Pt's	7/1/2020	6/30/2023	3/30/2023	No	Minimum patient requirement not met

7955	Professional Services Agreement between Southern Nevada Health District and University Medical Center of Southern Nevada	Amendment A03 to the Professional Services Agreement. The amendment deletes the 4th paragraph and it is replaces with new verbiage as well as Section 2 Incorporated Documents that was deleted and replaced with new verbiage. Section 3 Compensation is increased. Attachment A-A01 Scope of Work deleted and replaced. Attachment B-A02 payment is deleted and replaced	10/05/2022	10/05/2022	11/30/2023	Yes	
7632	SNHD - PSA Grant (2021) - Amendment A02 - 6.27.2022 (7632)	with amendment B-A03. effective date is the date of last signature This is an amendment to continue work for "year two" of the SNHD/Wellness Center Grant. Period-2/1/22-7/31/22. Must be signed in blue ink per Grantor	02/01/2022	07/31/2022	11/30/2023	Yes	
6660	Summerlin Dermatology	Outpatient dermatology services to Ryan White Wellness Center clients	7/1/2021	6/30/2024	3/30/2023	No	Minimum patient requirement not met
6665	Sunrise Hospital	Provide outpatient retina services to Ryan White Wellness clients.	10/1/2021	9/30/2024	11/30/2023	Yes	
5579	UNLV SOM - Ryan White	Ryan White Services 2020	3/25/2020	3/27/2022	11/30/2023	Yes	
7414	UNLV SOM - Ryan White Services 2022 - Agreement	Ryan White Services 2022 Multispecialty Endocrinology, Gastroenterology, Maternal and Child Fetal Medicine/Ob-Gyn, Neurology and Rheumatology	03/22/2022		11/30/2023	Yes	
5850	Urology Specialists of Nevada		7/1/2020	6/30/2025	3/30/2023	No	Minimum patient requirement not met
5851	Wairimu, Kathleen MD	Infectious Disease Svcs at Wellness Center for HIV Pt's	9/1/2020	8/31/2023	3/30/2023	Yes	
6661	Wayne Dunetz MD	Provide outpatient podiatry services to Ryan White Wellness clients.	8/1/2021	7/31/2024	3/30/2023	Yes	

6656	William F. Harvey OD	Optometry services for Ryan White Wellness Center	7/1/2021	6/30/2024	5/19/2023	Yes	
6606 / 6943	Alireza Farabi, MD	Professional Services Agreement for Individual Physician Clinical Coverage - Infectious Disease and Infection Control	3/1/2021	2/29/2024	2/7/2023	Yes	
6550	Amy Urban, MD	Administrative Services Agreement - Medical Staff Credentials Committee Chair	1/1/2021	12/31/2023	2/7/2023	Yes	
7446	Bruce Snyder, MD - Retinopathy of Prematurity 2022	Provide on-call retinopathy of prematurity screenings and services to newborns at the NICU Department 7 days each week.	03/20/2022	03/19/2025	2/7/2023	Yes	
6697 / 7600	C. Edward Yee, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	
6475	Cardiovascular Surgery of Southern Nevada	Professional Services Agreement for Clinical Services - Cardiovascular and Thoracic Surgery	1/1/2021	12/31/2023; plus two, one-year options	2/7/2023	Yes	
7250 / 8062	Children's Lung Specialists	Professional Services Agreement for Medical Directorship Services - Pediatric Pulmonology	1/1/2022	12/31/2022; plus one year option	2/7/2023	Yes	
4283	Compass Group USA, Inc.	Clinical Nutrition Services RFP	1/1/2019	12/31/2023	2/7/2023	Yes	
6055 / 6744	Darrick Neibaur, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	Contract not renewed - No response to RFI.
6455	Desert Radiology	Professional Services Agreement for Clinical Services - Radiology	12/1/2020	11/30/2023; auto renew for two additional one- year periods	2/7/2023	Yes	9a. Delayed reads of images; 9e. Shortage of providers being worked on.
7096 / 7901 / 8040	Duke Forage Anson Neurosurgical - Neurosurgery and Neuro Spine Surgery On- Call Services 2022 (Amended and Restated)	Professional Services Agreeement for Neurological Surgery and Neurological Spine Surgery on-call coverage	09/01/2021	10/31/2025	2/7/2023	Yes	
6745 / 7743	Emil Stein, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2021	5/31/2025; plus two, one- year options	2/7/2023	Yes	
5595 / 6746	Ethan Wonchon Lin, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	10/1/2019	5/31/2022	2/7/2023	Yes	Contract expire, did not respond to RFI.
8079	Eugene Libby, DO	Professional Services Agreement - General Orthopedic Medicine (Non- Surgical)	11/01/2022	10/31/2024; plus two, one-year options	2/7/2023	Yes	Section II: New contact.

6747 / 7744	Frank Lee, DO	Professional Services Agreement for Individual Physician On-Call Coverage -	6/1/2021	5/31/2025; plus two, one- year options	2/7/2023	Yes	
6045 / 6748	Gregory Hsu, DO	Ophthalmology Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	Section II: Contract ended - did not respond to RFI mid year 2022
6217	Hand Surgery Specialists of Nevada (Young)	Professional Services Agreement for Group Physician On-Call Coverage - Hand Surgery	7/1/2020	6/30/2023; plus two, one- year options	2/7/2023	Yes	
5559	iSchemaView, Inc.	Subscription Service for Stroke Notification to Doctors	9/3/2019	9/2/2022	2/7/2023	Yes	4. Subscription services; As needed
7288	Kidney Specialists of Southern Nevada	Professional Services Agreement for Clinical Services - General Nephrology	01/01/2022	12/31/2024; plus two, one-year options	2/7/2023	Yes	
7289	Kidney Specialists of Southern Nevada	Professional Services Agreement for Clinical Services - Transplant Nephrology	01/01/2022	12/31/2024; plus two, one-year options	2/7/2023	Yes	
5281	Las Vegas Pediatric Critical Care Associates	Agreement for Physician Medical Directorship and Physician Professional Services for Pediatric Critical Care Services: Meena Vohra, MD	2/1/2019	1/31/2024	2/7/2023	Yes	
6749 / 7680	Las Vegas Urology	Professional Services Agreement for Group Physician On-Call Coverage - Adult Urology	6/1/2020	5/31/2022; plus one year option	2/7/2023	Yes	
6048 / 6750	Mark Stradling, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	Section II: Contract not renewed - did not respond to RFP
7893	Med-Smart - General Radiology Technologists Staffing Services 2018 - Amendment 1	Amendment One to Staffing Service Agreeement for Onsite Licensed Imaging Technologist	10/24/2022	10/23/2023	2/7/2023	Yes	Section II: Limited supply of technologists as we need more
7441	Meena Vohra, MD	Administrative Services Agreement - Chief of Staff	01/01/2022	12/31/2023	2/7/2023	Yes	
6608	Nevada Heart and Vascular Center (Resh)	Professional Services Agreement for Clinical Services - Cardiology	3/1/2021	2/28/2026	2/7/2023	Yes	
6328 / 6694 / 6771 / 7524	OptumCare Anesthesia	Amended and Restated Professional Services Agreement for Clinical Services - Anesthesia	4/1/2018	3/31/2022	2/7/2023	Yes	
6610 / 7428	OptumCare Cancer Care (previously Nevada Cancer Specialists)	Professional Services Agreement for On- Call Coverage - Hematology and Medical Oncology	3/15/2017	2/28/2022	2/7/2023	Yes	Section II: Conract not renewed. Contractor wanted mored compensation then FMV

6159	OptumCare Orthopaedics and	Professional Services Agreement for	9/1/2020	8/31/2023	2/7/2023	Yes	Section II: Contract not renewed -
	Spine	Group Physician On-Call Coverage - RFP 2020-11 Orthopaedic Surgery and Orthopaedic Spine Surgery					Practice getting out of Ortho business
6985	Oral and Maxillofacial Surgery Associates of Nevada	Professional Services Agreement for Group Physician On-Call Coverage - Oral and Maxillofacial Surgery	7/1/2021	6/30/2024; plus two, one- year options	2/7/2023	Yes	Section II: Good mix of providers as part of this group
6751 / 7745	Paul Casey, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2025; plus two, one- year options	2/7/2023	Yes	Section II: Has requested a new microscope due to the age of the current one
6352 / 7094 / 7833	Pediatrix Medical Group of Nevada	Newborn Hearing Screen Services	9/27/2017	9/26/2025	2/7/2023	Yes	Section II: Brings own equipment
6312 / 7095	Pediatrix Medical Group of Nevada	Retinopathy of Prematurity Agreement	10/1/2017	9/30/2022	2/7/2023	Yes	Section II: Brought own equipment; company cancelled the contract due to lack of providers
6695	Pokroy Medical Group of Nevada (previously S & G Halthore)	Professional Services Agreement for Individual Physician On-Call Coverage - Pediatric Neurology	5/1/2017	4/30/2022	2/7/2023	Yes	Section II: On-call; reponses per policy
6372	Quality Care Consultants	Professional Services Agreement for Physician Advisor Services - Case Management	11/1/2020	10/31/2022; plus two, one-year options	2/7/2023	Yes	
6057 / 6752	Rajy Rouweyha, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	Section II: Contract expired. Provider did not respond to RFP
5683 / 8061	Ross Berkeley, MD	Administrative Services Agreement (Professional Improvement Committee Chair Services)	10/1/2019	12/31/2023; auto renew for two additional one- year periods	2/7/2023	Yes	
6054 / 6753	Shoib Myint, DO	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	
6151	Sound Physicians Emergency Medicine of Nevada (Bessler)	Professional Services Agreement - Emergency Medicine Clinical Services	7/1/2020	6/30/2023; auto renew for two additional one- year periods	2/7/2023	Yes	9a. Continued to discuss admissions & discharge from ED
6576	Sound Physicians of Nevada II	Professional Services Agreement for Clinical Services - Hospitalists	3/1/2021	2/29/2024; auto renew for two additional one- year periods	2/7/2023	Yes	9a. Discharge issues being reviewed currently
6013	Staff Care	Provide locum tenens physicians in critical need areas of the hospital.	4/29/2020	4/28/2022	2/7/2023	Yes	
6056 / 6754	Stewart Park, MD, FACS	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2017	5/31/2022	2/7/2023	Yes	Section II: Contract expired. Provder did not respond to RFP for services.
6227	Stroke and Neurology Specialists	Professional Services Agreement for Group Physician On-Call Coverage - Neurology and Stroke Neurology	8/1/2020	7/31/2023; plus two, one- year options	2/7/2023	N/A	Section II: Very responsive

6058 / 6755	Surjeet Singh, MD	Professional Services Agreement for Individual Physician On-Call Coverage -	6/1/2017	5/31/2022	2/7/2023	Yes	
		Ophthalmology					
6772 / 7746	Thomas Kelly, MD	Professional Services Agreement for Individual Physician On-Call Coverage - Ophthalmology	6/1/2021	5/31/2025; plus two, one- year options	2/7/2023	Yes	Section II: Has requested a new microscope in the OR due to age of current one
6607 / 7459	UNLV Medicine	Professional Services Agreement for Group Physician On-Call Coverage - Pediatric Gastroenterology	3/2/2020	3/1/2022; plus one-year option	2/7/2023	Yes	
5904	UNLV Medicine	Professional Services Agreement for Clinical Services - Pediatric Nursery	2/20/2020	8/31/2021	2/7/2023	Yes	Section II: Contract expired in 2021
6241	UNLV Medicine	Professional Services Agreement for Clinical Services - Surgery	9/1/2020	6/30/2023; auto renew for two additional one- year periods	2/7/2023	Yes	
7799	UNLV Medicine & UNLV KSOM	Professional Services Agreement for Clinical Services - Internal and Family Medicine	7/1/2022	6/30/2025; plus two, one- year auto renew options unless either party provides at least 90 days non-renewal notice prior to the end of the Initial Term of any anniversary period thereafter	2/7/2023	Yes	
7752	UNLV Medicine & UNLV KSOM	Professional Services Agreement for Clinical Services - Psychiatry	7/1/2022	6/30/2025; plus two, one- year auto renew options unless either party provides at least 90 days non-renewal notice prior to the end of the Initial Term of any anniversary period thereafter	2/7/2023	Yes	
7799	UNLV Medicine & UNLV KSOM - Internal and Family Medicine Clinical Services 2022	Professional Services Agreement for Family Medicine clinical services	07/01/2022	06/30/2027	2/7/2023	Yes	
7753	UNLV Medicine & UNLV KSOM - Obstetrics & Gynecology Clinical Services 2022	Professionl Services Agreement for Obstetrics and Gynecology clinical services	07/01/2022	06/30/2027	2/7/2023	Yes	9a. Resolved; 9e. Resolved; Section II: Ultrasound use issue - resolved
6651	UNLV Medicine & UNLV SOM	Professional Services Agreement - Urgent Care Chief Residents Moonlighting	3/31/2021	3/30/2022; plus two, one- year options	2/7/2023	Yes	Section II: Contract not renewed - mutual agreement
6233	UNLV Medicine & UNLV SOM	Professional Services Agreement for Clinical Services - Internal and Family Medicine	7/1/2017	6/30/2022	2/7/2023	Yes	Section II: Contract not renewed - mutual agreement

4296	UNLV Medicine & UNLV SOM	Professional Services Agreement for Clinical Services - Obstetrics and Gynecology (Women's Care)	7/1/2017	6/30/2022	2/7/2023	Yes	9a. Resolved; Section II: Ultasound usuage - Resolved; Replaced contact with a new PSA
4294	UNLV Medicine & UNLV SOM	Professional Services Agreement for Clinical Services - Psychiatry	7/1/2017	6/30/2022	2/7/2023	Yes	Section II: Replaced this contract with a new PSA
6329 / 7176	UNLV School of Dental Medicine	Interlocal Agreement - General and Pediatric Dentistry On-Call Services	10/26/2017	10/25/2022	2/7/2023	Yes	Section II: Replaced with a new PSA
7984	UNLV SDM - General and Pediatric Dentistry On-Call Services 2022	Professional Services Agreement for General and Pediaric Dentistry On-Call Coverage	10/26/2022	10/25/2025	2/7/2023	Yes	Section II: Brings own equipment (Some)
6889	UNLV SOM	Professional Services Agreement - Internal and Family Medicine Residents and Family Medicine Chief Residents Moonlighting	9/29/2021	9/28/2022; plus two, one- year options	2/7/2023	Yes	
6456	USAP-Nevada	Professional Services Agreement for Group Physician On-Call Coverage - Cardiovascular Anesthesia	1/1/2021	12/31/2022	2/7/2023	Yes	Section II: New contract started 01/01/2023
5708 / 7272	C. Roofian, MD	Professional Services Agreement for Medical Directorship Services - Palliative Care	10/24/2019	2/5/2022	2/7/2023	Yes	Contract not renewed
7538	Pediatrix Medical Group of Nevada - Pediatric Neurology On-Call Services 2022	Proffesional Services Agreement for Pediatric Neurology On-Call Coverage.	05/01/2022	04/30/2025	2/7/2023	Yes	
7362	Signs of Hope - MOU	RCC is a non-profit organization that depends on a core base of volunteers and staff that provide crisis intervention, advocacy, support and education to those affected by sexual violence through face-to-face and overthe-phone intervention with newly victimized individuals.	01/27/2022	06/30/2027	2/16/2023	Yes	3. 2 million in aggregate
7318	American Sign Language Communication	Agreement for Interpretation	04/15/2022	04/14/2027	2/16/2023	Yes	3. 2 million in aggregate
6689	Advanced Neurodiagnostics & Sleep Center	Provide pediatric and neonatal critical care sleep diagnostic testing.	10/19/2021	10/18/2024	1/30/2023	Yes	
6993	CareDX Transplant Mangement Inc.	Business Associate Agreement to assist UMCSN in improving quality management, patient outcomes, reducing regulatory risk, and decreasing financial exposure for its transplant program.	02/07/2022	02/06/2024	1/30/2023	Yes	
6428	Children's Orthotics and Prosthetics LLC	On-Call Service for UMC for Prosthetics	1/27/2021	1/26/2024	1/30/2023	Yes	

7861	Cody Smith - Professional Services - First Amendment	Contract Extension for Surgical First Assist	08/16/2022	09/15/2022	1/30/2023	Yes	
7806	Cody Smith - Service Agreement - July 9, 2022 (7806)	Agreement for contracted services between UMC & Cody Smith, CFSA to provide services as a Certified Surgical Assistant to cover Hospital's OR department on-call and as needed, from July 9, 2022 – August 15, 2022.	07/09/2022	08/15/2022	1/30/2023	Yes	
7703	Comprehensive Care - Agreement / Amendment 1 - September 1, 2022	Perfusion services for anesthesia support.	09/01/2022	08/31/2025	1/30/2023	Yes	
7661	Comprehensive Care - Anesthesia & Equipment - Agreement	Anesthesia Tech Services and Equipment Lease	06/01/2022	05/31/2023	1/30/2023	Yes	
6447	Fresenius Dialysis	In hospital Dialysis (Amendment 1 6667)	12/31/2020	12/30/2023	1/30/2023	Yes	
6462	Fresenius Kidney Care Nevada, LLC	In hospital dialysis treatments	2/1/2021	1/31/2024	1/30/2023	Yes	
6558	Hanger Prosthetics & Orthotics, Inc	On- Call Service for UMC Prosthetics	7/28/2021	7/27/2024	1/30/2023	Yes	
7751	Healthy Minds - Program Letter of Agreement	Agreement for a partial hospitalization program for mental/behavioral health children. Healthy Minds needs this affiliation to be able to be approved by Medicaid.	07/14/2022	07/31/2027	1/30/2023	Yes	
4733	Interactivation Health Networks, LLC	Patient Education Channel Amendment (Amendments 5211 6185)	1/9/2018	6/30/2023	1/30/2023	Yes	
5286	Inter-Tribal Council of Nevada Women, Infants and Children	Nutrition Education and Services MOU	1/1/2019	1/1/2022	1/30/2023	Yes	
7673	LocumTenens.com - Physician Staffing Services 2022	24 hour call for CVT Surgery	05/04/2022	05/03/2023	1/30/2023	Yes	
5321	Med-Smart, Inc.	Medical Diagnostic Staffing - EEG and Echocardiography Services	10/24/2018	10/23/2023	1/30/2023	Yes	
7078	NSI Nursing Solutions	Recruitment services to employ full- time registered nurses	8/25/2021	8/24/22022	1/30/2023	Yes	
5357	Orthopedic Motion, Inc	Custom Fabrications and Devices, Prosthetics and Halo.	6/1/2019	5/31/2024	1/30/2023	Yes	

4264	Physio-Control, Inc.	Lifenet EKG System Subscription	9/20/2017	9/19/2022	1/30/2023	Yes	
5248	CareDx, Inc.	Allosure Specimen Testing and Collection	1/31/2020	1/29/2025	2/16/2023	Yes	
5604	Kashi Clinical Laboratories, Inc.	Agreement for Lab Kidney Rejection	1/30/2020	1/30/2024	2/16/2023	Yes	
5611	Laboratory Corporation of America	Reference Laboratory Testing Services 2020	4/3/2020	12/31/2022	2/16/2023	Yes	
7727	Las Vegas College - Educational Affiliation Agreement - June 1, 2022	Laboratory Assistant, EKG, Technician/Phlebotomist Diploma Program Externship	07/01/2022	06/30/2025	2/16/2023	Yes	
2248	Quest Diagnostics, Inc.	Remnant Agreement - specimen processing	1/6/2012		2/16/2023	Yes	
5574 / 7836	Vitalant - Blood Services	Blood Products and Services	07/01/2019	07/31/2025	2/16/2023	Yes	9a. Decrease in products for no apparent reason; increase in pricing and changed whats considered STAT
5575	Vitalant Blood Services	Therapeutic Apheresis Services	7/1/2019	6/30/2022	2/16/2023	Yes	
5978	Vitalant Blood Services	Delivery of Convalescent Plasma (6036)	7/1/2019	6/30/2025	2/16/2023	Yes	
6590	AQuity Solutions Transcription	UMC Transcription services	10/1/2021	9/30/2023	2/10/2023	Yes	
6358	Agiliti Surgical Inc (UHS Surgical)	Professional Services-Laser Technician (Amendments 6358 1 and 2)	12/23/2021	12/31/2022	3/16/2023	Yes	3. \$3,000,000.00 not indicated; 5. Contract states hospital must provide access Section 2 2.2; 9. Not available; 9e. Staff is not always capable of doing certain cases
6800	Neuromonitoring Associates	Intraoperative neuromonitoring services for inpatients receiving medical treatment at Hospital.	9/1/2021	8/31/2024	3/16/2023	Yes	4. Contracting Law State of Nevada
3175	SpecialtyCare, Inc.	Master Services Agreement and Services Agreement for Perfusion and Related Services	5/1/2016	5/31/2023	3/16/2023	Closed contract	9b: Delay in care; contractor broke term of contract
4453	Press Ganey Associates, Inc.	Hospital Engagement Survey	4/1/2017	12/31/2022	3/6/2023	Yes	

7307	Robert Futoran, MD	Professional Services Agreement for Group Physician On-Call Coverage - Gynecologic Oncology	1/1/2019	12/31/2022; plus one year option	2/22/2023	Yes	No complaints from patients and staff
7685	AHS Staffing	Agreement for Placement Services	09/28/2022	09/27/2025	2/16/2023	Yes	3. Yes to \$1M per occurrence but no \$3M aggregate
7923	AppleOne Employment Services	Agreement for Placement Services	09/28/2022	09/27/2025	2/16/2023	Yes	3. Yes to \$1M per occurrence but no \$3M aggregate
7624	Core Medical Group	Recruitment Services Agreement	05/17/2022	05/16/2025	2/16/2023	Yes	
7711	Nevada Health Centers, Inc	Transfer Agreement	09/01/2022	08/31/2025	4/6/2023	Yes	
7987	Southern Nevada Health District Transfer Agreement - Amendment A01	Reciprocal transfer agreement	10/19/2022	10/19/2022	4/6/2023	Yes	
6911	FocusOne Solutions	Temporary Labor Staffing Services - Clinical, Physician, Management (6911)	7/1/2021	6/30/2023	4/6/2023	Yes	
4022	GMTCare, LLC	Non-Emergent Patient Transport	1/26/2017	1/26/2022	4/6/2023	Yes	
7776	Valley View Surgical Center - Transfer Agreement	Reciprocal Transfer Agreement	01/01/2020	12/31/2026	4/6/2023	Yes	
6570	West Coast Healthcare Professional, Diagnostic Imaging	Echo and EEG Contracted Labor	7/1/2021	6/30/2024	4/6/2023	Yes	Staff not always available.
7201	Tegria Services Group	BlueTree call center support contract	12/16/2021	10/10/2022	3/13/2023	Yes	
5554	National Disaster Medical System	Medical Mass Casualty Emergency Response	10/31/2019	10/31/2024	1/26/2023	Yes	
7304	Cyracom International, Inc.	Service Agreement for Translation Services	06/01/2022	10/31/2024	6/21/2023	Yes	1-Million per occurrence; 2- Million in aggregate
6973	Rose Heart, Inc.	Sexual Assault Nurse Examiner Agreement	08/30/2021	01/31/2026	6/21/2023	Yes	

een = Physicia Blue = Ryan White

Orange = All Others

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

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

Recommendation:

That the Governing Board approve and recommend approval by the Board of Hospital Trustees the proposed amendments to the UMC Medical and Dental Staff Bylaws and Rules & Regulations; as approved and recommended by the Medical Executive Committee on November 28, 2023; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

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

At its meeting on November 28, 2023, the UMC Medical Executive Committee recommended approval of amendments to the Medical and Dental Staff Bylaws and Rules & Regulations, subject to the completion of the approval process set forth in Part I, Section 9 of the UMC Medical and Dental Staff Bylaws. The proposed amendments relate to changes recommended by the UMC Medical and Dental Staff during the course of the past year.

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

Cleared for Agenda February 28, 2024

Agenda Item#

7

Bylaws Citation	Rationale	Bylaws Citation
Part III Credentials Procedures Manua		
Section 3.1 v: Completion of Application v. Unless otherwise exempted from this specific requirement by the MEC, evidence of an office and residence within Clark County, Nevada. This requirement will not apply to Licensed Practitioners who have sole Telemedicine privileges.	Telemedicine privileges are not required to provide an office address/residence address within Clark County.	Part III , Section 3.1 V
Section 3.1.5 j: Three peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges in the last 2 years;	Adding specific timeframe for consistency	Part III, Section 3.1.5 j
Section 4.4.1 b: At least one (1) peer reference chosen from a practitioner(s) who has observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical	Language changed for consistency	Part III, Section 4.4.1 b

skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges in the last 2 years; Section 5.2, f Remove allied health professionals from practitioners eligible to apply for privileges without membership	Medical Staff office does not credential Allied Health Professionals (Scrub techs, RNFA's)	Part III Section 5.2 f
Part I Medical & Dental Staff Rules/Regulations		
Section 4.7.2 Certifying the Cause of Death	Adding Department Chief to who can complete Death Certificate	Part I, Section 4.7.2

The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of death, and authenticating the Death Certificate within forty-eight (48) hours of death per Nevada law. If the attending physician or Advanced Practice Registered Nurse will not be available within forty-eight (48) hours of death, the certificate shall be completed by an associate physician who has access to the deceased patient's medical records, the Department Chief or the Chief of Staff. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificate in accordance with Nevada laws and regulations.		
Section 3.7.1	Clearly delineates the daily Progress Note requirement	Part I Section 3.7.1
PROGRESS NOTES		
Daily Progress Notes		
The attending physician, or Advanced Practice Professional (APP), will record a progress note each day for each significant patient encounter on all hospitalized (inpatient, observation, and boarded) patients excluding the day of admission and the day of discharge. A physician must do the progress note on		

postoperative day #1 for all patients undergoing a procedure. ICU patients must be seen daily by a physician with documentation of Progress Notes. All progress notes must document the reason for continued hospitalization.	ts ith II
The Joint Commission eliminated the term "LIP"(Licensed Independent Practitioner) - replaced with Licensed Practitioner	t e

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

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Medical and Dental Staff Rules and Regulations

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

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UMC MEDICAL AND DENTAL STAFF RULES AND REGULATIONS

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

$\underline{\textbf{UMC MEDICAL STAFF AND DENTAL BYLAWS}};$

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Part I: Governance

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MEDICAL AND DENTAL STAFF BYLAWS Part I: Governance

Section 1. Medical Staff Purpose and Authority

1.1 Purpose

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

1.2 Authority

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

MEDICAL AND DENTAL STAFF BYLAWS Part I: Governance

2.1 Nature of Medical Staff Membership

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

2.2 Qualifications for Membership

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

2.3 Nondiscrimination

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

2.4 Conditions and Duration of Appointment

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

2.5 Medical Staff Membership and Clinical Privileges

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

2.6 Medical Staff Members Responsibilities

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

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

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

2.7 Medical Staff Member Rights

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

2.8 Staff Dues/Fees/Assessments

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

2.9 Indemnification

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

3.1 The Active Category

3.1.1 Qualifications

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

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

AND

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

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

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

3.1.2 Prerogatives

Members of this category may:

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

3.1.3 Responsibilities

Members of this category shall:

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

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

3.2 The Affiliate Category

3.2.1 Qualifications

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

3.2.2 Prerogatives

Members of this category may:

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

3.2.3 Responsibilities

Members of this category shall:

a. Have the same responsibilities as Active category members.

3.3 Honorary Recognition

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

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

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

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

4.2 Qualifications of Officers and MEC At-Large members

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

4.3 Election of Officers and MEC At-Large members

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

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

4.4 **Term of Office**

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

4.5 Vacancies of Office

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

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

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

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

4.7 Removal and Resignation from Office

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

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

5.1 Organization of the Medical Staff

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

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

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

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

- i. an automatic suspension of clinical privileges that lasts more than thirty days,
- ii. a summary suspension of greater than fourteen (14) days, or
- iii. any corrective action taken by the MEC or Board;
- b. No longer an Active Member of the Medical Staff;
- c. No longer actively practicing within the Hospital; or
- d. Holds a leadership position (defined as an MEC or Board member) at another hospital.
- 5.2.5 Removal of Elected Department Chief or Vice Chief for Failure to Perform Their Duties: The Medical Staff of the affected Department may initiate the removal of any Department Chief or Vice Chief if at least twenty percent (20%) of the Active members sign a petition advocating for such action. Removal shall become effective upon an affirmative vote by two thirds (2/3) of those Active staff members casting ballot votes.
- 5.2.6 If a Department Chief is removed through this process, the Vice Chief shall assume the position of Chair and a new election for Vice Chief will occur within thirty (30) days.

5.3 Responsibilities of Department Chiefs

Department Chiefs shall carry out the following responsibilities:

- a. To oversee all clinically-related activities of the Department;
- b. To oversee all administratively-related activities of the Department, unless otherwise provided by the hospital;
- c. To provide ongoing surveillance of the performance of all individuals in the Medical Staff Department who have been granted clinical privileges;
- d. To recommend to the Credentials Committee the criteria for requesting clinical privileges that are relevant to the care provided in the Medical Staff Department;
- e. To recommend clinical privileges for each member of the Department and other licensed practitioners practicing with privileges within the scope of the Department;
- f. To assess and recommend to the MEC and hospital administration off-site sources for needed patient care services not provided by the Medical Staff Department or the hospital;
- g. To integrate the Department into the primary functions of the hospital;
- h. To coordinate and integrate interdepartmental and intradepartmental services and communication;
- To develop and implement Medical Staff and hospital policies and procedures that guide and support the provision of patient care services and review and update these, at least triennially, in such a manner to reflect required changes consistent with current practice, problem resolution, and standards changes;
- j. To recommend to the CEO sufficient numbers of qualified and competent persons to provide patient care and service;
- k. To provide input to the CEO regarding the qualifications and competence of Department or service personnel who are not licensed practitioners but provide patient care, treatment, and services:

- 1. To continually assess and improve of the quality of care, treatment, and services;
- m. To maintain quality control programs as appropriate;
- n. To orient and continuously educate all persons in the Department; and
- o. To make recommendations to the MEC and the hospital administration for space and other resources needed by the Medical Staff Department to provide patient care services.

5.4 Responsibilities of Department Vice Chief:

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

5.5 Assignment to Department

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

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6.1 Designation and Substitution

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

6.2 Medical Executive Committee (MEC)

6.2.1 Committee Membership:

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

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

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

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

7.1 Medical Staff Meetings

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

7.1.3 Special Meetings of the Medical Staff

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

7.2 Regular Meetings of Medical Staff Committees and Departments

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

7.3 Special Meetings of Committees and Departments

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

7.4 Quorum

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

7.5 **Attendance Requirements**

- Members of the Medical Staff are encouraged to attend meetings of the Medical Staff.
- 7.5.2 MEC, Credentials Committee, and Professional Improvement Committee meetings: Members of these committees are expected to attend at least two-thirds (2/3rds) of the meetings held. Failure to meet the attendance requirements will result in removal of the member from the committee.

7.6 **Special Meeting Attendance Requirements:**

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

7.7 Participation by the CEO

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

7.8 Robert's Rules of Order

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

7.9 **Notice of Meetings**

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

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7.10 Action of Committee or Department

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

7.11 Rights of Ex officio Members

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

7.12 Minutes

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

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8.1 Conflict Resolution

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

9.1 Medical Staff Responsibility

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

9.2 Methods of Adoption and Amendment to These Bylaws

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

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

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

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

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

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



MEDICAL AND DENTAL STAFF BYLAWS

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

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

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1.1 Criteria for Initiation

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

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

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

2.1 Initiation

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

2.2 Preliminary Investigation

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

2.3 Investigation

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

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

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

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

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

2.4 MEC Action

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

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

2.5 Subsequent Action

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

3.1 Automatic Relinquishment/Voluntary Resignation

In the following triggering circumstances, the practitioner's privileges and/or membership will be considered relinquished, or limited as described, and the action shall be final without a right to hearing. It shall be the responsibility of each practitioner to report immediately to the Chief of Staff any of the following triggering circumstances or any proceeding, investigation, complaint or charge that might result in any of the following triggering circumstances.

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

3.1.1 Licensure.

- a. Revocation and suspension: Whenever a practitioner's license or other legal credential authorizing practice in this state is revoked, suspended, expired, or voluntarily relinquished, Medical Staff membership and clinical privileges shall be automatically relinquished by the practitioner as of the date such action becomes effective.
- b. **Restriction:** Whenever a practitioner's license or other legal credential authorizing practice in this state is limited or restricted by an applicable licensing or certifying authority, any clinical privileges that the practitioner has been granted at this hospital that are within the scope of said limitation or restriction shall be automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.
- c. **Probation:** Whenever a practitioner is placed on probation by the applicable licensing or certifying authority, his or her membership status and clinical privileges shall automatically become subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.
- 3.1.2 Medicare, Medicaid, Tricare or other Federal Program Exclusion: Whenever a practitioner is sanctioned or barred from Medicare, Medicaid, Tricare, or other federal programs, Medical Staff membership and clinical privileges shall be considered automatically relinquished as of the date such action becomes effective. Any practitioner listed on the United States Department of Health and Human Services Office of the Inspector General's List of Excluded Individuals/Entities will be considered to have automatically relinquished his or her privileges.

3.1.3 Controlled substances

- a. **DEA certificate and Nevada Pharmacy Certificate of Registration:** Whenever a practitioner's United States Drug Enforcement Agency (DEA) certificate or Nevada Pharmacy Certificate of Registration is revoked, limited, or suspended, the practitioner will automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.
- b. **Probation:** Whenever a practitioner's DEA certificate or Nevada Pharmacy Certificate of Registration is subject to probation, the practitioner's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.
- 3.1.4 **Medical record completion requirements:** A practitioner will be considered to have voluntarily relinquished the privilege to admit new patients or schedule new procedures whenever s/he fails to complete medical records within time frames outlined in the Electronic Health Record System policy. This relinquishment of privileges shall not apply to patients admitted or already scheduled at the time of relinquishment, to emergency patients, or to imminent deliveries. The relinquished privileges will be automatically restored upon completion of the medical records and compliance with medical records policies.
- 3.1.5 **Professional liability insurance:** The minimum amount per occurrence shall be \$100,000.00 with a minimum aggregate of \$300,000.00. Employed Physicians, Dentists or Podiatrists will provide a UMC Certificate of Insurance and Statement of Indemnification, pursuant to Section 41.038 of the Nevada Revised Statutes. The Advanced Practice Professional covered under the policy of his or her sponsor is required to submit a copy of the sponsor's policy and rider with a statement signed by the sponsor stating that the Advanced Practice Professional is covered under that policy, when applicable. Failure of a practitioner to maintain professional liability insurance in this manner shall result in immediate, automatic relinquishment of a practitioner's clinical privileges. The practitioner must notify the Medical Staff office immediately of any change in professional liability insurance carrier or coverage.
- 3.1.6 **Medical Staff dues/fees/assessments:** Failure to promptly pay Medical Staff dues or any fee or assessment shall be considered an automatic relinquishment of a practitioner's appointment. If within 60 calendar days after written warning of the delinquency the practitioner does not remit such payments, the practitioner shall be considered to have voluntarily resigned membership on the Medical Staff.
- 3.1.7 **Felony conviction:** A practitioner who has been convicted of or entered a plea of "guilty" or "no contest" or its equivalent to a felony relating to controlled substances, illegal drugs, insurance or healthcare fraud or abuse, violence, or abuse (physical, sexual, child or elder) in any jurisdiction shall automatically relinquish Medical Staff membership and privileges. Such relinquishment shall become effective immediately upon such conviction or plea regardless of whether an appeal is filed.

- 3.1.8 **Failure to satisfy the special appearance requirement:** A practitioner having received two notices and who fails without good cause to appear at a meeting where his/her special appearance is required under these Bylaws shall be considered to have automatically relinquished all clinical privileges with the exception of emergencies and imminent deliveries. These privileges will be reinstated when the practitioner complies with the special appearance requirement. Failure to comply within 30 calendar days will be considered a voluntary resignation from the Medical Staff.
- 3.1.9 **Failure to participate in an evaluation:** A practitioner who fails to participate in an evaluation of his/her qualifications for Medical Staff membership or privileges as required under these Bylaws, Rules and Regulations, or Medical Staff/hospital policies (whether an evaluation of physical or mental health, of clinical management skills, or of fitness to practice), shall be considered to have automatically relinquished all privileges. Subject to the findings of any such evaluation, these privileges may be restored following the practitioner's compliance with the requirement for an evaluation. Failure to comply within thirty (30) calendar days will be considered a voluntary resignation from the Medical Staff.
- 3.1.10 **Failure to become board certified:** A practitioner who fails to become board certified in compliance with the eligibility criteria set forth in the Delineation of Privileges form of his or her Department will be deemed to have immediately and voluntarily relinquished his or her Medical Staff appointment and clinical privileges, unless an exception is granted, for a good cause, by the Board upon recommendation from the MEC.
- 3.1.11 Failure to Meet UMC Vaccination Requirements: Unless approved for a medical or religious exemption from such requirement, any practitioner who fails to submit proof of full vaccination in accordance with UMC hospital policies shall be considered to have automatically relinquished all privileges. If the practitioner submits proof of compliance with UMC hospital vaccination policies within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner's privileges may be reinstated. Thereafter, the member will be deemed to have voluntarily resigned from the staff and must reapply for staff membership and privileges.
- 3.1.12 Failure to execute release and/or provide documents: A practitioner who fails to execute a general or specific release of information and/or provide documents when requested by the Chief of Staff or designee to evaluate the competency and credentialing/privileging qualifications of the practitioner shall be considered to have automatically relinquished all privileges. If the release is executed and/or documents provided within thirty (30) calendar days of notice of the automatic relinquishment, the practitioner may be reinstated. Thereafter, the member will be deemed to have resigned voluntarily from the staff and must reapply for staff membership and privileges.
- 3.1.13 **MEC Deliberation:** As soon as feasible after action is taken or warranted as described above, the MEC shall convene to review and consider the facts, and may recommend such further corrective action as it may deem appropriate following the procedure generally set forth in these Bylaws.

3.2 Summary Restriction or Suspension

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

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

Unless otherwise indicated by the terms of the summary restriction or suspension, the practitioner's patients shall be promptly assigned to another Medical Staff member by the Chief of Staff or designee, considering, where feasible, the wishes of the affected practitioner and the patient in the choice of a substitute practitioner.

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

4.1 Initiation of Hearing

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

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

4.2 Hearings Will Not Be Triggered by the Following Actions

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

- m. Determination that an applicant for membership does not meet the requisite qualifications/criteria for membership;
- Ineligibility to request membership or privileges or continue privileges because a relevant specialty is closed under a Medical Staff development plan or covered under an exclusive provider agreement;
- o. Imposition of supervision, with no restriction on clinical privileges, pending completion of an investigation to determine whether corrective action is warranted;
- p. Termination of any contract with or employment by hospital;
- q. Proctoring, monitoring, and any other performance monitoring requirements, with no restriction on clinical privileges, imposed in order to fulfill any Joint Commission standards on focused professional practice evaluation;
- r. Any recommendation voluntarily accepted by the practitioner;
- s. Expiration of membership and privileges as a result of failure to submit an application for reappointment within the allowable time period;
- t. Change in assigned staff category;
- u. Refusal of the Credentials Committee or MEC to consider a request for appointment, reappointment, or privileges within five (5) years of a final adverse decision regarding such request;
- v. Removal or limitations of emergency department call obligations;
- w. Any requirement to complete an educational assessment;
- x. Retrospective chart review;
- y. Any requirement to complete a health and/or psychiatric/psychological assessment required under these Bylaws;
- z. Any action recommended or taken which is not reportable to the state or the National Practitioner Data Bank:
- aa. Grant of conditional appointment or appointment for a limited duration; or
- bb. Appointment or reappointment for duration of less than 24 months.

4.3 Notice of Recommendation of Adverse Action

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

- a. A statement of the recommendation made and the general reasons for it (Statement of Reasons);
- b. Notice that the individual shall have thirty (30) calendar days following the date of the receipt of such notice within which to request a hearing on the recommendation;
- c. Notice that the recommendation, if finally adopted by the Board, may result in a report to the state licensing authority (or other applicable state agencies) and the National Practitioner Data Bank;

- d. A summary of the practitioner's rights to be afforded at the hearing, including the practitioner's right to representation by counsel, to have a record made of the proceedings, to call and cross-examine witnesses, to submit a written closing statement, and to receive a written decision by the Hospital; and
- e. The individual shall receive a copy of Part II of these Bylaws outlining procedural rights with regard to the hearing.

4.4 Request for Hearing

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

4.5 Notice of Hearing and Statement of Reasons

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

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

The hearing shall begin as soon as feasible, but no sooner than thirty (30) calendar days after the notice of the hearing unless an earlier hearing date has been specifically agreed to in writing by both parties.

4.6 Witness List

At least fifteen (15) calendar days before the hearing, each party shall furnish to the other a written list of the names of the witnesses intended to be called. Either party may request that the other party provide either a list of, or copies of, all documents that will be offered as pertinent information or relied upon by witnesses at the Hearing Panel and which are pertinent to the basis for which the disciplinary action was proposed. The witness list of either party may, in the discretion of the presiding officer, be supplemented or amended at any time during the course of the hearing, provided that notice of the change is given to the other party. The presiding officer shall have the authority to limit the number of witnesses.

5.1 Hearing Panel

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

5.2 Hearing Panel Chairperson or Presiding Officer

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

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

5.3 Hearing Officer (for non-clinical issues only)

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

6.1 Provision of Relevant Information

- officer, hearing panel chair, or hearing officer shall rule on any dispute regarding discoverability and may impose any safeguards, including denial or limitation of discovery to protect the peer review process and ensure a reasonable and fair hearing. In general and pursuant to Nevada law, the individual requesting the hearing shall be entitled, upon specific request, to the following, subject to a stipulation signed by both parties, the individual's counsel and any experts that such documents shall be maintained as confidential consistent with all applicable state and federal peer review and privacy statutes and shall not be disclosed or used for any purpose outside of the hearing:
 - a. Copies of, or reasonable access to, all patient medical records referred to in the Statement of Reasons, at his or her expense; and
 - b. Reports of experts relied upon by the MEC.

No information regarding other practitioners shall be requested, provided, or considered and evidence unrelated to the reasons for the recommendation or to the individual's qualifications for appointment or the relevant clinical privileges shall be excluded.

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

6.2 Pre-Hearing Conference

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

6.3 Failure to Appear

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

6.4 Record of Hearing

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

6.5 Rights of the Practitioner and the Hospital

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

6.6 Admissibility of Evidence

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

6.7 Burden of Proof

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

6.8 Post-Hearing Memoranda

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

6.9 Official Notice

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

6.10 Postponements and Extensions

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

6.11 Persons to be Present

The hearing shall be restricted to those individuals involved in the proceeding. Administrative personnel may be present as requested by the Chief of Staff or CEO. All members of the hearing panel shall be present for all stages of the hearing and deliberations.

6.12 Order of Presentation

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

6.13 Basis of Recommendation

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

6.14 Adjournment and Conclusion

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

6.15 Deliberations and Recommendation of the Hearing Panel

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

6.16 Disposition of Hearing Panel Report

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

7.1 Time for Appeal

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

7.2 Grounds for Appeal

The grounds for appeal shall be limited to the following:

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

7.3 Time, Place, and Notice

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

7.4 Nature of Appellate Review

- a. The chair of the Board shall appoint a review panel composed of at least three (3) members of the Board to consider the information upon which the recommendation before the Board was made. Members of this review panel may not be direct competitors of the practitioner under review and should not have participated in any formal investigation leading to the recommendation for corrective action that is under consideration.
- b. The review panel may, but is not required to, accept additional oral or written evidence subject to the same procedural constraints in effect for the hearing panel or hearing officer. Such additional evidence shall be accepted only if the party seeking to admit it can demonstrate that it is new, relevant evidence and that any opportunity to admit it at the hearing was denied. If additional oral evidence or oral argument is conducted, the review panel shall maintain a record of any oral arguments or statements by a reporter present to make a record of the review or a recording of the proceedings. The cost of such reporter shall be borne by the hospital, but copies of the transcript shall be provided to the individual requesting the review at that individual's expense. The review panel may, but shall not be required to, order that oral evidence shall be taken only on oath or affirmation administered by any person designated to administer such oaths and entitled to notarize documents in the State of Nevada.

- c. Each party shall have the right to present a written statement in support of its position on appeal. In its sole discretion, the review panel may allow each party or its representative to appear personally and make a time-limited thirty-minute (30) oral argument. The review panel shall recommend final action to the Board.
- d. The Board may affirm, modify, or reverse the recommendation of the review panel or, in its discretion, refer the matter for further review and recommendation, or make its own decision based upon the Board's legal responsibility.

7.5 Final Decision of the Hospital Board

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

7.6 Right to One Appeal Only

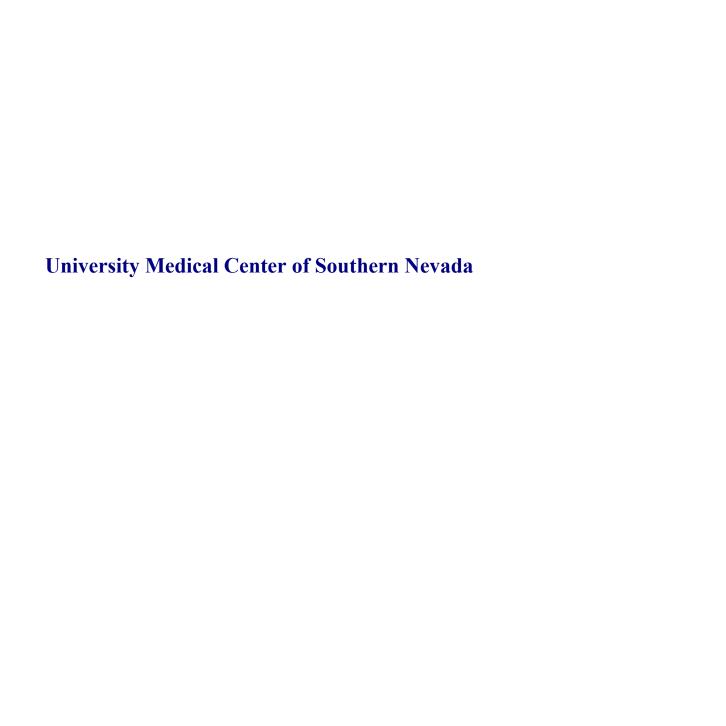
No applicant or Medical Staff practitioner with privileges shall be entitled as a matter of right to more than one (1) hearing or appellate review on any single matter, which may be the subject of an appeal. In the event that the Board ultimately determines to deny Medical Staff appointment or reappointment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

7.7 Actions Prior to Initiating Legal Action

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

7.8 Conflict with Law or Regulation

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



MEDICAL AND DENTAL STAFF BYLAWS
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Credentials Procedures Manual
Credentials Procedures Manual
Credentials Procedures Manual

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1.1 Composition

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

1.2 Meetings

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

1.3 Responsibilities

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

1.4 Confidentiality

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

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

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

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

Section 2. Qualifications for Membership and/or Privileges

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

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

2.3 Exceptions

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

3.1 Completion of Application

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

A completed application includes, at a minimum:

- a. A completed, signed, dated application form;
- b. A completed privilege delineation form if requesting privileges;
- c. Copies of all requested documents and information necessary to confirm the applicant meets criteria for membership and/or privileges and to establish current competency;
- d. All applicable fees;
- A current picture ID card issued by a state or federal agency (e.g. driver's license or passport);
- f. A passport sized photo;
- g. Receipt of all references; references shall come from peers knowledgeable about the applicant's experience, ability, and current competence to perform the privileges being requested;
- h. ECFMG, if applicable;
- i. Curriculum vitae (CV);
- i. NPI number;
- Verification of current, active professional liability coverage with limits of at least \$100,000/\$300,000 and verification of last 10 years of professional liability coverage;
- 1. Verification of TB testing within 12 months of the application acceptance for all practitioners excluding Telemedicine (For a positive TB test, the following are required: Completion of a Signs/Symptoms Screening Form and a CXR);
- m. Verification of influenza vaccination within the past year or a formal declination of influenza vaccination in accordance with hospital policy unless the practitioner is solely requesting telemedicine privileges (All practitioners with patient contact who decline the influenza vaccine will be required to wear a surgical mask during the influenza season when in a patient care areas or when within six (6) feet of any patients);

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

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

- 3.1.2 The burden is on the applicant to provide all required information. It is the applicant's responsibility to ensure that the Medical Staff office receives all required supporting documents verifying information on the application and to provide sufficient evidence, as required in the sole discretion of the hospital, that the applicant meets the requirements for Medical Staff membership and/or the privileges requested. If information is missing from the application, or new, additional, or clarifying information is required, a letter requesting such information will be sent to the applicant. If the requested information is not returned to the Medical Staff office within forty-five (45) calendar days of the receipt of the request letter, the application will be deemed to have been voluntarily withdrawn.
- 3.1.3 Upon receipt of a completed application the Chief of Staff, CMO, Credentials Chair or their designees, in collaboration with the Medical Staff office, will determine if the requirements of sections 2.2 and 2.3 are met. In the event the requirements of sections 2.2 and 2.3 are not met, the potential applicant will be notified that s/he is ineligible to apply for membership or privileges on the Medical Staff, the application will not be processed and the applicant will not be eligible for a fair hearing. If the requirements of sections 2.2 and 2.3 are met, the application will be accepted for further processing.

- 3.1.4 Individuals seeking appointment shall have the burden of producing information deemed adequate by the hospital for a proper evaluation of current competence, character, ethics, and other qualifications, and of resolving any doubts.
- 3.1.5 Upon receipt of a completed application, the Medical Staff office will verify current licensure, education, relevant training, and current competence from the primary source whenever feasible. When it is not possible to obtain information from the primary source, reliable secondary sources may be used if there has been a documented attempt to contact the primary source. These sources may include American Medical Association (AMA) Physician Master File, American Board of Medical Specialties (ABMS), American Educational Commission for Foreign Medical Graduates (ECFMG), American Osteopathic Information Association (AOIA) Physician Database, Federation of State Medical Boards (FSMB), and American Academy of Physician Assistants (AAPA) Profile. In addition, the Medical Staff office will collect relevant additional information which may include:
 - a. Information from all prior and current liability insurance carriers concerning claims, suits, settlements, and judgments, (if any) during the past ten (10) years;
 - b. Verification of the applicant's past clinical work experience for at least the past ten (10) years;
 - c. Licensure status in all current or past states of licensure at the time of initial granting of membership or privileges; in addition, the Medical Staff office will primary source verify licensure at the time of renewal or revision of clinical privileges, whenever a new privilege is requested, and at the time of license expiration;
 - d. Information from the AMA or AOA Physician Profile;
 - e. OIG list of Excluded Individuals/Entities;
 - f. Information from the National Commission on Certification of Physician Assistants, when applicable;
 - g. Information from professional training programs including residency and fellowship programs;
 - h. Information from the National Practitioner Data Bank (NPDB); in addition the NPDB will be queried at the time of renewal of privileges and whenever a new privilege(s) is requested;
 - i. Other information about adverse credentialing and privileging decisions;
 - j. Three peer recommendations chosen from practitioner(s) who have observed the applicant's clinical and professional performance and can evaluate the applicant's current medical/clinical knowledge, technical and clinical skills, clinical judgment, interpersonal skills, communication skills, and professionalism as well as the physical, mental, and emotional ability to perform requested privileges in the last two years;
 - k. Information from a criminal background check;
 - 1. Information from any other sources relevant to the qualifications of the applicant to serve on the Medical Staff and/or hold privileges; and
 - m. Morbidity and mortality data and relevant practitioner-specific data as compared to aggregate data, when available.

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

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

3.2 Applicant's Attestation, Authorization, and Acknowledgement

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

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

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

3.3 Application Evaluation

- 3.3.1 **Credentialing Process:** An expedited review and approval process may be used for initial appointment or for reappointment. All initial applications for membership and/or privileges will be designated Category 1 or Category 2 as follows;
 - Category 1: A completed application that does not raise concerns as identified in the criteria for Category 2. Applicants in Category 1 will be granted Medical Staff membership and/or privileges after review and action by the following: Department Chief, Credentials Chair acting on behalf of the Credentials Committee, the MEC and a Board committee consisting of at least two individuals.
 - Category 2: If one or more of the following criteria are identified in the course of reviewing a completed and verified application, the application will be treated as Category 2. Applications in Category 2 must be reviewed and acted on by the Department Chief, Credentials Committee, MEC, and the Board. The Credentials Committee may request that an appropriate subject matter expert assess selected applications. At all stages in this review process, the burden is upon the applicant to provide evidence that s/he meets the criteria for membership on the Medical Staff and for the granting of requested privileges. Criteria for Category 2 applications include but are not necessarily limited to the following:
 - a. The final recommendation of the MEC is adverse or with limitation;

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

3.3.2 Applicant Interview

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

3.3.3 Department Chief Action

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

3.3.4 Medical Staff Credentials Committee Action

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

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

3.3.5 MEC Action

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

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

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

3.3.6 Board Action:

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

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

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

4.1 Criteria for Reappointment

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

4.2 Information Collection and Verification

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

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

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

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

4.4 Special Conditions for Advanced Practice Professionals

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

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

5.1 Exercise of Privileges

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

5.2 Practitioners Eligible to Apply For Privileges Without Membership

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

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

5.3 Requests

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

5.4 Basis for Privileges Determination

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

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

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

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

5.5 Special Conditions for Dental Privileges

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

5.6 Special Conditions for Podiatric Privileges

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

5.7 Special Conditions for Privileges of Advanced Practice Registered Nurse

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

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

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

5.9 Special Conditions for Practitioners Eligible for Privileges without Membership

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

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

5.10 Special Conditions for Residents or Fellows in Training

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

5.11 Telemedicine Privileges

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

- a. The hospital fully privileges and credentials the practitioner; or
- b. The hospital privileges practitioners using credentialing information from the distant site if the distant site is a Joint Commission accredited hospital or telemedicine entity.

5.12 Temporary Privileges

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

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

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

5.12.7 Disaster Privileges:

- a. If the institution's Disaster Plan has been activated and the organization is unable to meet immediate patient needs, the CEO and other individuals as identified in the institution's Disaster Plan with similar authority, may, on a case by case basis consistent with medical licensing and other relevant state statutes, grant disaster privileges to selected licensed practitioners. These practitioners must present a valid government-issued photo identification issued by a state or federal agency (e.g., driver's license or passport) and at least one of the following:
 - i. A current picture hospital ID card that clearly identifies professional designation;
 - ii. A current license to practice;
 - iii. Primary source verification of the license;

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

6.1 Focused Professional Practice Evaluation (FPPE)

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

6.2 Ongoing Professional Practice Evaluation (OPPE)

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

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

7.1 Reapplication after adverse credentials decision

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

7.2 Request for modification of appointment status or privileges

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

7.3 Resignation of staff appointment or privileges

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

7.4 Exhaustion of administrative remedies

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

7.5 Reporting requirements

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

7.6 Reporting of Adverse Action

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

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

8.1 Leave Request

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

8.2 Termination of Leave

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

8.3 Failure to Request Reinstatement

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

Section 9. Practitioners Providing Contracted Services

9.1 Exclusivity Policy

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

9.2 Qualifications

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

9.3 Disciplinary Action

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

9.4 Effect of Contract or Employment Expiration or Termination

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

Section 10. Medical Administrative Officers

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

University Medical Center of Sou	ıthern Nevada	

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

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PART I: MEDICAL AND DENTAL STAFF RULES & REGULATIONS

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

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

2.1 ADMISSIONS

2.1.1 General

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

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

2.1.2 Admission Priority

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

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

2.1.3 Assignment to Appropriate Service Areas

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

2.2 UNASSIGNED EMERGENCY PATIENTS

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

2.2.1 **Definition of Unassigned Patient**

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

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

2.2.2 Unassigned Call Service

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

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

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

2.2.3 Patients Not Requiring Admission

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

2.2.4 Unassigned Patients Returning to the Hospital

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

2.2.5 Guidelines for Unassigned Call

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

2.2.6 Use of the Unassigned Call Roster

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

2.2.7 Failure to Meet Unassigned Call Obligations

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

2.3 TRANSFERS

2.3.1 Transfers from Other Acute Care Facilities

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

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

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

2.3.2 Transfers Within the Hospital

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

2.3.3 Transfers to Another Hospital

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

2.4 PATIENTS WHO ARE A DANGER TO THEMSELVES AND OTHERS

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

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

2.5 PROMPT ASSESSMENT

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

2.6 DISCHARGE ORDERS AND INSTRUCTIONS

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

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

h. Recommended lifestyle changes, such as smoking cessation.

2.7 DISCHARGE AGAINST MEDICAL ADVICE

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

2.8 DISCHARGE PLANNING

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

3.1 GENERAL REQUIREMENTS

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

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

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

3.2 **AUTHENTICATION**

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

3.3 CLARITY, LEGIBILITY, AND COMPLETENESS

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

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

3.4 ABBREVIATIONS AND SYMBOLS

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

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

3.5 ADMISSION HISTORY AND PHYSICAL EXAMINATION

3.5.1 Time Limits

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

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

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

3.5.3 Compliance with Documentation Guidelines

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

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

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

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

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

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

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

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

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

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

3.6 PREOPERATIVE DOCUMENTATION

3.6.1 **Policy**

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

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

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

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

3.7 PROGRESS NOTES

3.7.1 **Daily Progress Notes**

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

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

3.7.2 Co-signature of Progress Notes

Progress notes documented by APPs do not need co-signature by the physician but should include attestation from the APP that the physician is involved in the care of the patient when applicable. Progress notes documented by residents or fellows do require co-signature by the physician within one (1) day, unless the attending physician documents their own note.

3.8 OPERATIVE / PROCEDURE REPORTS

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

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

3.9 IMMEDIATE OPERATIVE/PROCEDURAL NOTES

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

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

3.10 ANESTHESIA NOTES

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

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

3.11 CONSULTATION REPORTS

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

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

3.12 OBSTETRICAL RECORD

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

3.13 FINAL DIAGNOSES

The final diagnoses will be recorded in full, without the use of symbols or abbreviations dated and signed by the discharging physician in the discharge summary, transfer note, or death summary of the patient. In

the event that pertinent diagnostic information has not been received at the time the patient is discharged, the practitioner will be required to document such in the patient's record.

3.14 DISCHARGE SUMMARIES

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

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

3.15 DIAGNOSTIC REPORTS

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

3.16 ADVANCED PRACTICE PROFESSIONALS (APPs)

The attending or supervising/collaborating physician will review and authenticate all history and physical examinations, consultations and discharge summaries prepared by the Advanced Practice Professional. The signature signifies that the attending or supervising/collaborating physician has reviewed the patient's medical record and approved the care rendered by the Advanced Practice Professional. An advanced practice registered nurse having been granted medical staff membership and clinical privileges may independently complete appropriate medical record documentation, without the need of physician cosignature, provided that the act has been authorized within the APRN's delineation of privileges, is

authorized pursuant to NRS 632.237 and NAC 632.255, and within his or her authorized scope of practice.

3.17 RESIDENTS AND FELLOWS IN TRAINING

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

3.18 MEDICAL RECORD ACCESS AND CONFIDENTIALITY

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

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

3.19 MEDICAL RECORD COMPLETION

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

3.19.1 Requirements for Timely Completion of Medical Records

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

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

3.19.2 Policy on Incomplete Records

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

3.20 ELECTRONIC RECORDS AND SIGNATURES

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

3.21 ORGANIZED HEALTH CARE ARRANGEMENT

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

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

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

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

4.1 ADMITTING/ATTENDING PHYSICIAN

4.1.1 **Responsibilities**

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

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

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

4.1.2 Identification of Attending Physician

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

4.1.3 Transferring Attending Responsibilities

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

4.2 COVERAGE AND CALL SCHEDULES

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

4.3 RESPONDING TO CALLS AND PAGES

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

4.4 ORDERS

4.4.1 General Principles

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

- b. All orders must be specifically given by a practitioner who is privileged by the Medical Staff.
- c. Vague or "blanket" orders (such as "continue home medication" or "resume previous orders") will not be accepted.
- d. Instructions should be written out in plain English. Prohibited abbreviations may not be used.
- e. All orders for treatment shall be recorded in the medical record and authenticated by the ordering practitioner with his/her legible or electronic signature, date, and time.

4.4.2 Non-Privileged Physician Orders

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

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

4.4.3 Verbal/Telephone Orders

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

4.4.4 Facsimile Orders

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

- a. The facsimile is legible and received as it was originally transmitted by facsimile or computer;
- b. The order is legible, clear, and complete;
- c. The identity of the patient is clearly documented;
- d. The facsimile contains the name of the ordering practitioner, his/her address and a telephone number for verbal confirmation, the time and date of transmission, and the name of the intended recipient of the order, as well as any other information required by federal or state law:
- e. The original order, as transmitted, is signed, dated, and timed; and

f. The facsimile, as received, is signed by the attending physician or ordering practitioner within forty-eight (48) hours of discharge.

4.4.5 Cancellation of Orders Following Surgery or Transfer

All previous medication orders are canceled when the patient:

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

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

4.4.6 **Drugs and Medications**

Orders for drugs and medications must follow Hospital Pharmacy policy.

4.4.7 Radiologic Testing

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

4.5 CONSULTATION

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

Consultation and Treatment. All consultations will be for "consultation and treatment" unless specified otherwise. It is recommended that the consultant not initiate new orders on patients on the teaching service until they have discussed their recommendation with the resident or fellow on the service.

4.5.2 **Communication.** All consultations should be communicated practitioner-to-practitioner. APPs may initiate the consultation with the knowledge of their supervising/collaborating physician.

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

4.6 CRITICAL CARE UNITS

4.6.1 Critical Care Unit Privileges

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

4.6.2 Prompt Evaluation of Critical Care Patients

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

4.6.3 Critical Care Services

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

4.7 DEATH IN HOSPITAL

4.7.1 **Pronouncing of Death**

In the event of a hospital death, the deceased will be pronounced by a physician, resident, or Advanced Practice Registered Nurse within a reasonable time in accordance with Nevada laws and regulations. Physician Assistants (PAs), and registered nurses may be authorized to make a pronouncement of death in accordance with Nevada laws and regulations. A physician who anticipates the death of a patient because of an illness, infirmity, or disease may authorize a Physician Assistant or Registered Nurse to make a pronouncement of death if they attend the death of the patient. The attending physician's authorization must be a written order entered on the chart of the patient, state the personnel authorized to make the pronouncement of death, and be signed and dated by the physician. If the pronouncement of death is made by a registered nurse or Physician Assistant, the physician who authorized that action must sign the medical certificate of death within 24 hours of being presented with the certificate.

4.7.2 Certifying the Cause of Death

The attending physician or Advanced Practice Registered Nurse is responsible for certifying the cause of death, and authenticating the Death Certificate within forty-eight (48) hours of death per Nevada law. If the attending physician or Advanced Practice Registered Nurse will not be available within forty-eight (48) hours of death, the certificate shall be completed by an associate physician who has access to the deceased patient's medical records, the Department Chief, or the Chief of Staff. In cases of death within the emergency department, the emergency physician will be responsible for certifying the cause of death and completing the Death Certificate in accordance with Nevada laws and regulations.

4.7.3 **Brain Death**

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

4.7.4 **Organ Procurement**

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

4.8 **AUTOPSY**

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

4.9 ADVANCED PRACTICE REGISTERED NURSES

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

4.10 SUPERVISION OF/COLLABORATION WITH ADVANCED PRACTICE PROFESSIONALS

4.10.1 Definition of Advanced Practice Professionals

Advanced Practice Professionals are defined as those non-physician health care professionals having a license or other authorized credentialing, in accordance with applicable state and federal laws and regulations, to perform designated health care services within his or her scope of practice. The qualification and prerogatives of Advanced Practice Professionals are defined in the Medical and Dental Staff Bylaws. With the exception of Advanced Practice Registered Nurses, Advanced Practice Professionals are not otherwise eligible for UMC Medical Staff membership.

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

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

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

4.10.2 Definition of Allied Health Professionals

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

4.10.3 Guidelines for Supervising or Collaborating with Advanced Practice Professionals

- a. The physician(s) is (are) responsible for managing the health care of patients in all settings.
- b. Health care services delivered by physicians and by Advanced Practice Professionals, whether independently or under their supervision/collaboration, must be within the scope of each practitioner's authorized practice, as defined by state law.
- c. The physician(s) is(are) ultimately responsible for coordinating and managing the care of patients and, with the appropriate input of the Advanced Practice Professional, ensuring the quality of health care provided to patients.
- d. When the Advanced Practice Professional is subject to hospital or regulatory physician supervision requirements in the delivery of care, the role of the Advanced Practice Professional shall be defined through a mutually agreed upon Supervision/Collaboration Agreement that is developed by the physician and the Advanced Practice Professional and Department Delineation of Privileges.
- e. The physician(s) must be available for consultation with the Advanced Practice Professional at all times, either in person or through telecommunication systems or other means. A physician must be able to present to the hospital within thirty (30) minutes when needed by the Advanced Practice Professional.
- f. Patients should be made clearly aware at all times whether they are being cared for by a physician or an Advanced Practice Professional.

- g. The physician(s) and Advanced Practice Professional together should review all delegated patient services on a regular basis, as well as the mutually agreed upon the Supervision/Collaboration Agreement.
- h. Each Advanced Practice Professional subject to hospital or regulatory supervision requirements must document the identity of their supervising/ collaborating physician and one or more alternate supervising/collaborating physician(s) who practices medicine in the same specialty as the supervising assistant.

4.10.4 Collaborative Practice Agreements

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

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

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

4.10.5 Supervising/Collaborating Physician

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

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

4.10.6 Medical Record Documentation

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

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

4.11 INFECTION CONTROL

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

4.12 EVIDENCE-BASED ORDER SETS

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

4.13 TREATMENT OF FAMILY MEMBERS

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

4.14 MEDICAL RECORDS OF SELF AND FAMILY MEMBERS

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

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

4.15 ABORTIONS

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

5.1 PATIENT RIGHTS

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

5.2 INFORMED CONSENT

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

5.3 WITHDRAWING AND WITHHOLDING LIFE SUSTAINING TREATMENT

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

5.4 DO-NOT-RESUSCITATE ORDERS

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

5.5 DISCLOSURE OF UNANTICIPATED OUTCOMES

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

5.6 RESTRAINTS AND SECLUSION

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

5.7 ADVANCE DIRECTIVES

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

5.8 INVESTIGATIONAL STUDIES

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

6.1 SURGICAL PRIVILEGES

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

6.2 SURGICAL POLICIES AND PROCEDURES

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

6.3 ANESTHESIA

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

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

6.4 TISSUE SPECIMENS

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

6.5 VERIFICATION OF CORRECT PATIENT, SITE, AND PROCEDURE

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

7.1 DISRUPTIVE BEHAVIOR

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

7.2 REPORTING IMPAIRED PRACTITIONERS

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

7.3 HEALTH DOCUMENTATION

All privileged practitioners shall follow the Hospital policies on "Tuberculin (TB) Testing for Medical & Dental Staff and Advanced Practice Professionals (APPs)" and vaccinations.

8.1 DEPARTMENT-SPECIFIC RULES AND REGULATIONS

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

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

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

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PART II: ORGANIZATION AND FUNCTIONS MANUAL

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1.1 ORGANIZATION OF THE MEDICAL STAFF

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

- 1.1.1 **Department of Ambulatory Care**
- 1.1.2 **Department of Anesthesiology**
- 1.1.3 **Department of Emergency Medicine**
 - a. Pediatric Emergency Medicine
 - b. Adult Emergency Medicine
- 1.1.4 **Department of Family Medicine**
- 1.1.5 **Department of Medicine**
 - a. Allergy/Immunology
 - b. Cardiology
 - c. Dermatology
 - d. Endocrinology/Metabolic Diseases
 - e. Gastroenterology
 - f. Hematology/Oncology
 - g. Infectious Disease
 - h. Internal Medicine
 - i. Nephrology
 - j. Neurology
 - k. Psychiatry
 - 1. Pulmonary Medicine/Respiratory Care
 - m. Physical Medicine/Rehabilitation
 - n. Rheumatology
- 1.1.6 **Department of Neurosurgery**
- 1.1.7 Department of Obstetrics & Gynecology
- 1.1.8 **Department of Orthopaedic Surgery**
 - a. Hand Surgery
 - b. Orthopedics
 - c. Podiatry
- 1.1.9 **Department of Pathology**
- 1.1.10 Department of Pediatrics

- a. Neonatology
- b. Pediatric Critical Care

1.1.11 **Department of Radiology**

a. Nuclear Medicine

1.1.12 **Department of Surgery**

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

1.1.13 **Department of Trauma**

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

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

1.2 RESPONSIBILITIES FOR MEDICAL STAFF FUNCTIONS

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

1.3 DESCRIPTION OF MEDICAL STAFF FUNCTIONS

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

1.3.1 Governance, Direction, Coordination, and Action

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

1.3.2 Medical Care Evaluation/Performance Improvement/Patient Safety Activities

- a. Perform ongoing professional practice evaluations (OPPE) and focused professional practice evaluations (FPPE) when requesting initial or additional privileges, on a request from the Department or Chief of Staff, or concerns arise from OPPE based on the general competencies defined by the Medical Staff;
- Set expectations and define both individual and aggregate measures to assess current clinical competency, provide feedback to practitioners and develop plans for improving the quality of clinical care provided;

- c. Actively be involved in the measurement, assessment, and improvement of activities of practitioner performance that may include, but are not limited to the following:
 - i. Medical assessment and treatment of patients
 - ii. Use of medications
 - iii. Use of blood and blood components
 - iv. Operative and other procedures
 - v. Education of patients and families
 - vi. Accurate, timely, and legible completion of patients' medical records to include the quality of medical histories and physical examinations
 - vii. Appropriateness of clinical practice patterns
 - viii. Significant departures from established pattern of clinical performance
 - ix. Use of developed criteria for autopsies
 - x. Sentinel event data
 - xi. Patient safety data
 - xii. Coordination of care, treatment, and services with other practitioners and hospital personnel, as relevant to the care, treatment, and services of an individual patient
 - xiii. Findings of the assessment process relevant to individual performance; and
- d. Communicate findings, conclusions, recommendations, and actions to improve the performance of practitioners to Medical Staff leaders and the Board, and define in writing the responsibility for acting on recommendations for practitioner improvement.

1.3.3 Hospital Performance Improvement and Patient Safety Programs

- a. Understand the Medical Staff's and administration's approach to and methods of performance improvement;
- b. Assist the hospital to ensure that important processes and activities to improve performance and patient safety are measured, assessed, and spread systematically across all disciplines throughout the hospital;
- c. Participate as requested in identifying and managing sentinel events and events that warrant intensive analysis; and
- d. Participate as requested in the hospital's patient safety program including measuring, analyzing, and managing variation in the processes that affect patient care to help reduce medical/healthcare errors.
- 1.3.4 Credentials Review. See Part III: Credentials Procedures Manual

1.3.5 **Information Management**

a. Review and evaluate medical records to determine that they:

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

1.3.6 Emergency Preparedness

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

1.3.7 Strategic Planning

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

1.3.8 **Bylaws Review**

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

1.3.9 **Nominating**

a. Identify nominees for election to the officer positions and to other elected positions in the Medical Staff organizational structure; and

b. In identifying nominees, consult with members of the staff, the MEC, and administration concerning the qualifications and acceptability of prospective nominees.

1.3.10 Infection Control Oversight

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

1.3.11 Pharmacy and Therapeutics Functions

- a. Maintain a formulary of drugs approved for use by the hospital;
- b. Create treatment guidelines and protocols in cooperation with medical and nursing staff including review of clinical and prophylactic use of antibiotics;
- c. Monitor and evaluate the efforts to minimize drug misadventures (adverse drug reactions, medication errors, drug/drug interactions, drug/food interactions, pharmacist interventions);
- d. Perform drug usage evaluation studies on selected topics;
- e. Perform medication usage evaluation studies as required by The Joint Commission;
- f. Perform practitioner analysis related to medication use;
- g. Approve policies and procedures related to The Joint Commission Patient Care Standards: to include the review of nutrition policies and practices, including guidelines/protocols on the use of special diets and total parenteral nutrition; pain management; procurement; storage; distribution; use; safety procedures; and other matters relating to medication use within the hospital;

- h. Develop and measure indicators for the following elements of the patient treatment functions:
 - i. Prescribing/ordering of medications;
 - ii. Preparing and dispensing of medications;
 - iii. Administrating medications; and
 - iv. Monitoring of the effects of medication.
- i. Analyze and profile data regarding the measurement of patient treatment functions by service and practitioner, where appropriate;
- j. Provide routine summaries of the above analyses and recommend process improvement when opportunities are identified;
- k. Serve as an advisory group to the hospital and Medical Staff pertaining to the choice of available medications; and
- 1. Establish standards concerning the use and control of investigational medication and of research in the use of recognized medication.

1.3.12 Practitioner Wellness

- a. Evaluate the credibility of a complaint, allegation, or concern and establish a program for identifying and contacting practitioners who have become professionally impaired, in varying degrees, because of drug dependence (including alcoholism) or because of mental, physical, or aging problems. Refer the practitioner to appropriate professional internal or external resources for evaluation, diagnosis, and treatment;
- b. Evaluate the credibility of a complaint, allegation, or concern and establish a program for managing instances of inappropriate professional conduct, disruptive behavior, and harassment.
- c. Establish programs for educating practitioners and staff to prevent substance dependence and recognize impairment;
- d. Notify the impaired practitioner's Department Chief and the MEC whenever the impaired practitioner's actions could endanger patients. The existence of the Professional Review Committee does not alter the primary responsibility of the Department Chief for clinical performance within that Chief's Department;
- e. Create opportunities for referral (including self-referral) while maintaining confidentiality to the greatest extent possible; and
- f. Report to the MEC all practitioners providing unsafe treatment so that the practitioner can be monitored until his/her rehabilitation is complete and periodically thereafter. The hospital shall not reinstate a practitioner until it is established that the practitioner has successfully completed a rehabilitation program in which the hospital has confidence.

1.3.13 Utilization Management

a. Study recommendations from Medical Staff members, quality assessment coordinators and others to identify problems in utilization and the review program;

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

2.1 MEDICAL STAFF COMMITTEES

2.1.1 General.

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

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

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

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

2.1.4 **Professional Improvement Committee**

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

2.1.5 Bylaws Committee

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

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

2.1.6 Professional Review Committee

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

2.1.7 **Nominating Committee**

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

2.1.8 Advanced Practice Professional (APP) Committee

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

2.2 HOSPITAL COMMITTEES

2.2.1 General

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

2.2.2 Burn Care Ad Hoc Committee

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

2.2.3 Cancer Committee

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

2.2.4 Education Committee

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

2.2.5 Ethics Committee

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

2.2.6 Infection Control Committee

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

2.2.7 Institutional Review Board

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

2.2.8 **Point of Care Testing Committee**

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

2.2.9 Quality & Patient Safety Committee

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

2.2.10 Stroke Committee

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

2.2.11 Trauma Committee

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

2.2.12 Utilization Management Committee

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

3.1 Confidentiality of Information

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

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

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

3.2 Immunity from Liability

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

3.3 Covered Activities

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

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

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

3.4 Releases

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

3.5 Conflict of Interest

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Fifth Amendment to the CEO's Employment Agreement	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
		1

Recommendation:

That the Governing Board the Fifth Amendment to the CEO's Employment Agreement as recommended by the Human Resources and Executive Compensation Committee; and take action as deemed appropriate. (For possible action)

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. The fiscal impact for the scheduled PERS service credit purchase on the CEO's behalf for March 1, 2024 was previously budgeted, and the estimated cost of twelve (12) months of PERS service credit will be approximately \$125,000 for future purchases.

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 February 28, 2024

Agenda Item#

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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.

This Fifth Amendment to the CEO's Employment Agreement would extend the length of the Employment Agreement to December 31, 2028. The already scheduled PERS service credit purchase to be paid in FY24, will be paid on or about March 1, 2024. In consideration for extension of the Employment Agreement to December 31, 2028, UMC will purchase an additional twenty-four (24) months of service credit in PERS on the CEO's behalf, on or about April 1, 2026 and December 1, 2028. The CEO must be employed by UMC at the time the PERS credit is purchased on his behalf and any resulting taxes from the purchase of PERS credit shall be the sole responsibility of the CEO.

FIFTH AMENDMENT EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT, effective March 1, 2024 ("Fifth Amendment"), is made by and between, W. Mason Van Houweling, (hereinafter referred to as "VANHOUWELING"), 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 hereto desire to further amend the Agreement to extend the term of the Agreement and to purchase two additional years of PERS service credits as consideration for VANHOUWELING's retention as set forth herein.

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. <u>TERM</u>. 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, 2028.
- 2. Delete Section 2.01 in its entirety and replace it with the following:
 - Section 2.01. <u>SERVICES</u>. VANHOUWELING shall provide administrative and management services for the HOSPITAL. VANHOUWELING's services shall be in conformity with all applicable Federal laws and regulations, Nevada Revised Statutes,

Clark County Code Chapter 3.74, and with the standards for an accredited HOSPITAL as provided in Section 2.02 below, including activities which are customary and usual in connection herewith, including but not limited to the services specifically set forth herein below, and with the bylaws, policies and procedures, and decisions UMC adopts from time to time. Those duties shall include the administration and management of all of the HOSPITAL's departments, inclusive of clinical and non-clinical services and the employment and/or contracting of services necessary for the proper operations thereof in accordance with all requirements set forth in this Agreement. Except as expressly limited hereunder and consistent with UMC's status as licensee pursuant to NRS Chapter 449, an accredited provider with the Centers for Medicare and Medicaid Services (CMS), and subject to UMC's budgetary approval pursuant to Section 2.12, VAHOUWELING's supervisory responsibilities include recommendation of charges for the HOSPITAL daily room rate and other services, the development and implementation of labor policies, including wage rates, the hiring and discharging of employees, the installation of employee compensation and benefits plans, the development and implementation of operating business and administrative policies, and recommendations with respect to Hospital Bylaws and rules and regulations, all for the approval of UMC, the UMC Governing Board or the UMC Board of Hospital Trustees, as applicable and as consistent with County Code Chapter 3.74. VANHOUWELING shall devote his full time and effort to the performance of these duties, and in doing so, shall comply with all Federal and State laws applicable thereto.

- 3. Delete Section 2.05 in its entirety.
- 4. 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 2028. Notwithstanding the foregoing, no incentive bonus will be due VANHOUWELING for Fiscal Year 2029 to the extent this Agreement expires prior to the end of Fiscal Year 2029. 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.

5. Delete Section 4.04 in its entirety and replace it with the following:

Section 4.04 <u>PERS SERVICE CREDIT</u>. As further consideration for the ongoing retention of VANHOUWELING's employment over the term of the Agreement, UMC agrees to purchase certain service credits in the Public Employees Retirement System of Nevada ("PERS" or "System") on VANHOUWLING's behalf. The PERS service credits shall total no more than forty-eight (48) months of PERS service credit upon the following

schedule (as calculated by the System's actuary based upon the rates and terms in effect at the time of purchase): (a) twelve (12) months of PERS service credit on or about April 1, 2021; (b) twelve (12) months of PERS service credit on or about March 1, 2024; (c) twelve (12) months of PERS service credit on or about April 1, 2026; and (d) twelve (12) months of PERS service credit on or about December 1, 2028. VANHOUWELING must be employed by UMC at the time the PERS service credit is purchased on his behalf. Any resulting taxes from the purchase of PERS service credit shall be the sole responsibility of VANHOUWELING. Notwithstanding anything in this Section 4.04 all payments made pursuant to this Section 4.04 must not exceed that which is allowable under applicable law, including but not limited to NRS Chapter 286.

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

IN WITNESS WHEREOF, the parti	es have caused this Fifth 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:	Remote Work Policy	Back-up:	
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #	
Recommendation:			
That the Governing Board approve the new Remote Work Policy; or take action as deemed appropriate. (For possible action)			

FISCAL IMPACT:

None

BACKGROUND:

UMC is creating a Remote Work Policy that will set forth the structure for remote work when and if a decision is made to allow it within a classification or department.

The policy was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their February 26, 2024 special meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item#

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UINC Children's Hospital	POLICY /GUIDELINE TITLE: Remote Work Program
MANUAL: Human Resources	POLICY OWNER: CHRO or designee
ORIGINATION DATE: March 2024	FINAL APPROVAL DATE:

SCOPE

All University Medical Center Southern Nevada (UMC) employees who are in a pre-approved Remote Work eligible classification.

PURPOSE

UMC considers remote work to be a viable, flexible workplace location option when both the employee and the position are identified as being an efficient and effective way of conducting business. Remote Work does not alter the terms and conditions of employment with UMC, including at-will status as applicable.

POLICY

Remote Work is the assignment of an alternative workplace location based on business needs (Remote Work Program). The Remote Work Program is only permitted in pre-approved classifications and is not universally available to all classifications or employees. Remote Workers are still expected to come into an office for team meetings, project work, new team onboarding, etc. as requested by their leaders.

Employees who work remotely must comply with all federal, state, and local laws, including wage and hour laws, as well as UMC's policies and procedures. Any violation of this Policy or any other UMC policy, procedure, practices, etc., may result in disciplinary action, including without limitation, ineligibility to participate in the Remote Work Program or termination of employment.

UMC may, in its sole discretion, alter, modify, terminate or re-evaluate an employee's or classification's participation in the Remote Work Program at any time. When such changes are implemented, and when possible, UMC will endeavor to provide thirty (30) days' advance notice to impacted employees of any such change; however, there is no guarantee any advance notice will be provided

Short-Term or Temporary Remote Work Arrangements

At its sole discretion, UMC senior leadership may approve Short-Term or Temporary remote work arrangements for reasons such as inclement weather, special projects, business travel, or other appropriate circumstances. Short-Term and Temporary remote work arrangements are intended to be finite for short durations and may be approved only on an as-needed basis. All Information Technology (IT) security requirements apply to Short-Term or Temporary remote work arrangements.



REMOTE WORK PROGRAM PARTICIPATION REQUIREMENTS

Remote Workspace

Participants in the Remote Work Program are required to provide, at their own cost, a remote workspace that is:

- Suitable for performing the essential functions of the position;
- Suitable for placement or installation of UMC business equipment. Employee's assigned UMC business
 equipment must maintain it in a safe and reasonable manner free from hazards and other dangers; and
- UMC retains all rights to determine whether the proposed remote workspace is suitable for Remote Work Program participation.

Guidelines for the set-up of a safe, comfortable remote workspace will be offered to Remote Work Program participants.

All Remote Work Program participants must complete a remote workspace self-evaluation assessment for their remote workspace, and provide to their direct supervisor prior to participating in the program. A new assessment is recommended whenever the remote workspace location changes.

Once set up, Remote Work Program participants must notify their manager immediately when experiencing significant computer or other connectivity downtime. Management will determine if the employee should work from a UMC office on-site location until any such issues are resolved.

Permanent office space may not be provided to full Remote Work Program participants. UMC will offer, based on availability, "Hotel" workspace or other "flex spaces" for Remote Work Program participants' use when visiting UMC offices.

Meetings and UMC Office On-Site Work

Even when approved as a Remote Work Program participant, management may require UMC office on-site work at any of its locations at any time. Travel to UMC's facilities other than the employee's Primary UMC office location (if less than 100% remote work) for other purposes shall be pre-authorized by the employees department head.

Consistent with applicable law, non-exempt fully Remote Work Program participants (100% remote) who are asked to work at a UMC office on-site location will be paid for reasonable travel time to and from the remote workspace location. Fully Remote Work participants unable to work at home because of a power or internet outage, or other non-related UMC reason, will not be paid for reasonable travel time in these instances.



RESOURCES

Technology & Equipment

Technological equipment will be issued according to UMC's IT Department standard policies. Replacement of stolen or damaged UMC-owned equipment due to Remote Work Program participant negligence is the responsibility of the participant, as determined by UMC in its sole and reasonable discretion. Printers will NOT be provided to Remote Work Participants. Additionally, printing of any UMC work product at the Remote Work Program space is prohibited without express approval from UMC Senior Leadership.

Utilities

Remote Work Program participants are solely responsible for arranging the installation of necessary internet and telephone line access (if required) in their remote workspace. Reimbursement for Remote Work Program participants for business-related internet and phone expenses will be considered on a case-by-case basis. Any such approval will be subject to the existing UMC policies and procedures.

EXPENSES

Supervisors/Managers of Remote Work Program participants are required to budget, approve, allocate and procure supplies and equipment necessary for these direct reports. All approved expenses incurred that are covered by other UMC policies, will be charged to the Remote Work Program participant's department.

Reimbursable Expenses

UMC may supply or reimburse Remote Work Program participants for business-related expenses that are preapproved, which may include the following:

- Mileage for travel to and from a UMC office on-site location for an approved work-related purpose in accordance with the Travel & Expense Policy.
- Any other business-related expense approved by the organization.

Remote Work Program participants who believe that the amount they have been reimbursed does not represent a complete reimbursement for all business-related expenses should work with their leadership to submit appropriate documentation for appropriate and complete reimbursement.



Ordering Supplies

With prior authorization from the participant's supervisor, a participant may utilize their department's regular ordering process to order supplies. Utilizing this process, supplies may be shipped directly to the participant's remote workspace or picked up at the participant's local facility. Supplies refer to any item that is needed to complete the employees work, including but not limited to paper, pens, folders, etc. Employees should confirm supply availability with their order designee prior to incurring an expense.

Mobile Phone and Internet Service Allowance

Based on job responsibilities, eligible Remote Work Program participants may qualify for a UMC issued mobile phone. An internet service allowance may be provided on a case-by-case basis. Any such approval of an internet service allowance, including the amount and frequency of distribution, is at the sole discretion of UMC.

Non-Reimbursable Expenses

UMC will neither supply nor reimburse Remote Work Program participants for the following:

- Unapproved technological equipment Only IT Department approved technological equipment may be
 used for business purposes. Any use of personal technological equipment for business purposes must be
 approved and the Remote Work Program participant assumes all responsibility for use of any such
 equipment, including the costs related to maintenance, servicing, repairs or replacement.
- Non-business-related travel, including travel to any UMC location for celebrations or activities that has not been approved or requested by leadership.
- Food or beverages consumed in the designated remote workspace.
- Household utilities including but not limited to electricity, water, sewage, etc.

PERFORMANCE MANAGEMENT

All performance management standards, expectations, and objectives apply to Remote Work Program participants. The department head (or designee) of any Remote Work Program participant(s) will develop and communicate standards, processes, mechanisms, etc., to ensure productivity and workplace expectations are met or exceeded.

PROFESSIONALISM

All professionalism expectations apply to Remote Work Program participants.

 Voice and Electronic Communication: UMC expects all communication to occur in a professional manner.



- Dependability: Remote Workers are expected to commit to a standard schedule during core business
 hours and attend scheduled meetings. Scheduled work hours, including changes to scheduled work
 hours, must be approved by the participant's leader.
- **Responsiveness:** Remote Workers will respond to work-related emails, voicemails, text messages, and communications in a timely manner, but in no event shall a response exceed 48 business hours.
- Home Office Environment: UMC recognizes that there may be infrequent, unanticipated events that occur, out of the Remote Work Program participant's direct control that may present a temporary interruption to business work. However, UMC expects that the participant's remote workspace environment will mimic a professional business environment, free from unnecessary interruptions.
- Dependent Care: Remote Work is not a substitute for dependent care. Remote Work Program
 participants are expected to offer their full attention and efforts to their job duties during scheduled
 work hours.
- Camera: Remote Workers will be expected to use UMC provided camera for all WebEx (or similar) meetings, and adhere to the existing UMC dress code policy.

CONFIDENTIALITY

Confidentiality expectations remain unaltered by Remote Work Program participation. Employees are and remain obligated to comply with all policies, procedures, rules, and regulations on confidentiality, including HIPAA requirements, while working at a remote workspace. Violation of confidentiality or any policy related to this subject matter will result in appropriate discipline, up to and including termination of employment.

INCOME TAX

All tax obligations related to Remote Work or the use of the Remote Work Program participant's remote workspace rest solely with the participant. UMC does not provide tax guidance, nor will UMC assume any additional tax liabilities. UMC encourages all Remote Work Program participants to consult with a qualified tax professional on income tax implications.

WORKERS' COMPENSATION

Occupational injuries sustained by an employee while at their remote workspace, while on business travel, or in a UMC office location, must be reported in accordance with current policy. All notice and other policy requirements remain in effect, regardless of the employee's participation in the Remote Work Program.



Residency & Vehicle Registration Requirements

Unless an exception has been granted to a specific UMC classification by the Clark County Board of Commissioners, all Remote Workers must abide by the Clark County Ordinance No. 3881. Specifically, Remote Workers must establish and maintain Clark County Nevada Residency; and Register in Nevada any vehicle owned and operated within Nevada.

TERMINATION OF EMPLOYMENT – RETURN OF EQUIPMENT

Unless other arrangements are approved by management and Human Resources, UMC property and confidential information must be returned immediately to UMC upon termination of employment. Departing employees who fail to comply with this requirement may be deemed ineligible for rehire within UMC. The fair market value of unreturned equipment may be deducted from the employee's final paycheck or invoiced to the extent allowable under law.

PROCEDURE

- The Chief Executive Officer (or designee(s)) in conjunction with the senior leadership of the department, will determine which UMC classifications and employees are eligible to participate in the Remote Work program; and whether such approval is for Fully Remote Work or Partial Remote Work.
- An employee within an approved Remote Work classification may submit a written request to their department head requesting to participate in the program.
- The department head and human resources will review the request, including but not limited to whether
 granting the request is consistent with business needs, if performance expectations can be met, and the
 employee can reasonably perform the essential functions of the position, and determine collectively if
 the request will be approved.
- In certain circumstances, Remote Work requests may be approved with the sole consent of Human Resources.
- UMC reserves the right to alter, modify or terminate all remote work arrangements based on business needs, employee performance, or for any other reason.



DEFINITIONS

- 1. **Remote Work:** Is the partial or full assignment of an alternative workplace location based on business needs. UMC has sole authority in determining if an employee (or classification) is partial or full assignment to Remote Work. Full assignment means that the employee will no longer have a dedicated space at a UMC facility, and will work primarily from the Remote Work assigned office space. Partial Remote Work is when an employee maintains a dedicated space at a UMC facility, but works at a Remote Work assignment less than full-time. The frequency of any partial Remote Work assignment (e.g., two days a pay period, one-week a month, etc.), is at the sole discretion of UMC leadership. Approval or remote work is not guaranteed, and may be canceled or modified at any time.
- 2. **Remote Worker:** It is an employee whose primary work location is outside of a UMC building because the essential duties of their role can be successfully completed remotely for the majority of the time on an average week.
- 3. **Hotel Workspace:** Is a location (cube, office, etc.) that a fully Remote Worker (100%) may schedule and use when the business needs require onsite UMC attendance.

REFERENCES

Review Date:	Ву:	Description:



UMC REMOTE WORKER AGREEMENT

Employee Name	PRNR#	
Job Title	Dept.	
Designated Remote Work workspace address:		

The employee agrees to the following conditions:

- Remain accessible and productive during scheduled work hours.
- Nonexempt employees
 - o Will record all hours worked in accordance with regular timekeeping practices.
 - o Will observe and record meal periods in accordance with applicable law, CBA, or UMC policy.
 - Will obtain supervisor approval prior to working unscheduled overtime hours.
 - Will not perform work outside of scheduled work hours, or modify shift start or end times, without prior leadership approval.
- The employee will report to UMCs work location at the request of their supervisor.
- The employee will communicate regularly with their supervisor and co-workers.
- The employee will comply with all UMC rules, policies, procedures, practices, instructions, and CBA and acknowledges that the same apply to employee's work-related activities regardless of the employees work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that the Remote Work program is not a substitute for dependent care.
- The employee will maintain a safe and secure work environment at all times.
- The employee will allow UMC access to their workspace area in their home where company equipment
 is set up and maintained and where job duties are performed, as may be needed, for purpose of
 accessing safety and security, equipment maintenance, ergonomic evaluations, or other employmentrelated assessments. UMC will provide reasonable notice of any required or necessary visit, and the visit
 will be coordinated with the employee taking into account his/her regular schedule.
- The employee will report work-related injuries to their manager as soon as practicable, complete appropriate paperwork (e.g., C-1) and submit it within the same timeframe.
- The employee agrees that UMC equipment will only be used for UMC business-related work.
- All equipment, tools, resources, intellectual property, medical records, etc., provided by UMC belong to and shall remain the property of UMC at all times.
- The employee agrees to protect UMC equipment, tools, and resources from theft or damage and to report theft or damage to their supervisor immediately.
- The employee agrees to comply with all UMC IT policies and expectations regarding information security.



- The employee will ensure the protection of proprietary company, HIPAA related information, customer information, or other confidential information that is accessible from their remote workspace.
- The employee understands that all terms and conditions of employment at UMC, including any applicable at-will status, remain unchanged.
- The employee understands that UMC retains the right to end or modify this program, including who may participate in the program, for any reason and at any time.
- Printing of Protected Health Information is prohibited without express consent of the department leader. If printing is authorized, the same privacy and security measures applicable at an UMC worksite must be implemented at the remote workers home.

Employee signature	
Date	

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Disciplinary Hearing Policy	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve the HR Procedure for Disciplinary Hearing Process; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

None

BACKGROUND:

UMC is making changes to the HR procedure for Disciplinary Hearing Process for non-represented employees, effective on or around March 1, 2024 – the substantive changes are:

- Remove language regarding Suspension Hearing
- Replace gender specific language with gender neutral language
- Change hearing office from County Manager (or designee) to UMC CEO (or designee)

These revisions were reviewed by the Governing Board Human Resources and Executive Compensation Committee at their February 26, 2024 special meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item#

UNIC Children's Hospital	POLICY /GUIDELINE TITLE: Disciplinary Hearing Process
MANUAL: Human Resources	POLICY OWNER: HR
EFFECTIVE DATE: 07/05/95	FINAL APPROVAL DATE:

PURPOSE

To set forth the procedure for administering pre-termination hearings and post-termination hearings for those eligible employees not covered by a collective bargaining agreement

ORGANIZATIONS AFFECTED:

All departments

PROCEDURE

A. Pre-Termination Hearing

- 1. An eligible employee who has been suspended pending termination shall have up to three (3) business days (business days are defined as Monday through Friday, excluding UMC recognized holidays) to submit a written request for a hearing to Human Resources at https://example.com or via handwritten notice to the front desk at human resources. Failure to request a hearing within the deadline will result in a waiver of the employee's right to appeal the disciplinary action
- 2. Human Resources will select a managerial employee outside the employee's chain of command, who will function as the hearing officer.
- 3. No hearing officer shall hear a case in which they has specific personal knowledge of the incident.
- 4. The employee shall be given at least ten (10) business days notice of the time and location of the pretermination hearing.
- 5. The hearing will be conducted in an informal manner and shall not follow formal rules of evidence. The employee may represent themselves or be represented by another employee at or above their classification level. The employee shall be given an explanation of the evidence against their, and shall be given an opportunity to respond to all specified charges. The hearing officer shall admit all presented evidence and provide it the



POLICY /GUIDELINE TITLE:

Disciplinary Hearing Process

weight they believe the evidence deserves in rendering his/her decision. There will not be witnesses called as a general rule, however, the hearing officer has the right to call a particular witness and ask the witness questions. Neither the manager nor the employee (or their representative) will be allowed to question any witnesses. A representative from Human Resources will be present in the hearing to ensure the process is followed and to act in an advisory capacity for both the employee and the manager.

- 6. The hearing officer shall forward to the employee, management representative, department head and Human Resources his/her written decision within five (5) business days of the close of the pre-termination hearing. The hearing officer may uphold, modify or reverse the issued disciplinary action. If the suspension pending termination is reduced or reversed, Human Resources will provide Payroll with a copy of the hearing officer's decision and request any monetary award be paid in accordance with the decision.
- 7. If a proposed termination is upheld, the employee shall be separated from UMC service and, if eligible, may request a post-termination hearing.

b. Post-Termination Hearing

- 1. An eligible employee who has been terminated shall have up to three (3) business days (business days are defined as Monday through Friday, excluding UMC recognized holidays) from receipt of the pre-termination hearing officer's decision to appeal the decision. The employee or their representative shall make the request, in writing, to the Chief Human Resources Officer at hr@umcsn.com or via handwritten notice to the front desk at human resources. Failure to request a post termination hearing within the deadline, or attend the post termination hearing on the scheduled date will result in a waiver of the employee's right to appeal the disciplinary action.
- 2. A member of the human resources team shall notify the UMC CEO, or designee, to serve as the hearing officer, and request dates of availability. These dates shall be provided to the employee to select the date of the hearing.
- 3. As a general rule, the hearing officer will conduct the post termination hearing within fifteen (15) business days from the date of such request.
- 4. The employee and management may be represented by counsel at their expense. The hearing will not follow any formal rules of evidence. The employee shall be given an explanation of the evidence against him/her, and shall be given an opportunity to respond to all specified charges. A representative of Human Resources will be present in the hearing to ensure the process is followed.
- 5. The hearing officer shall file a written decision within five (5) working days from the conclusion of the hearing, with the Chief Human Resources Officer, department head and the employee. The hearing officer may uphold, modify or reverse the issued disciplinary action. If the employee is reinstated as a result of the appeal, the employee may be granted back pay and allowances as identified in the hearing decision.



POLICY /GUIDELINE TITLE:

Disciplinary Hearing Process

The decision of the hearing officer shall be final and binding.

Review Date:	Ву:	Description:
July 29, 2022	Ricky Russell	Formatting changes. Reviewed. No content change.
February 1, 2024	Ricky Russell	Change references from County Manager to CEO; remove suspension hearing process

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 revisions to various HR Policies and Procedures regarding references to Administrative Leave Days and Compensation Plans; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

UMC is making modest changes to the following HR policies and procedures, effective on or around March 1, 2024:

- HR Policy: Employee Leave Program
- HR Policy: Payroll and Salary Reduction Policy for Non-Union Exempt
- HR Procedure: Payroll and Salary Reduction for Non-Union Exempt Employee
- HR Policy: Performance Review Program
- HR Procedure: Performance Evaluation Program
- HR Policy: Position Classification & Compensation Plans

These revisions were reviewed by the Governing Board Human Resources and Executive Compensation Committee at their February 26, 2024 special meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

UNIVERBITY MEDICAL CENTER Children's Hospital	POLICY /GUIDELINE TITLE: HR Policy Employee Leave Program
MANUAL: Human Resources	POLICY OWNER: HR
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 2/2024

POLICY

UMC shall provide eligible employees with paid and unpaid leave benefits. Employees not covered by any collective bargaining agreement shall, at a minimum, accrue benefits, maintain benefit balances and follow the same administrative procedures for the above benefits as represented in the SEIU and UMC collective bargaining agreement unless specified in this policy or another UMC compensation plan, agreement, or policy.

Section A. Consolidated Annual Leave (CAL) & Administrative Leave Days (ALD)

Employees may be compensated for existing balances of their CAL by submitting a written request to Payroll. Payment will be made on the employee's paycheck on or before the second full pay period following receipt of the employee's request and taxed at the current supplemental tax rate.

Employees must have sufficient CAL accrued at the time of both the request and payment processing. Requests exceeding the employees CAL balance will not be processed. Donor CAL will not be eligible for sellback purposes. It is the employee's responsibility to be aware of CAL available to them and communicate with management necessary adjustments to upcoming leave as a result of the withdrawal process.

Employees who are eligible to receive ALDs should refer to their applicable compensation plan or agreement to determine eligibility, balance/accrual, uses, etc.

Section B. Family Medical Leave Act (FMLA)

- 1. FMLA information shall be posted in the hospital and be available to employees on the UMC intranet.
- 2. To be eligible, the employee must have been employed for at least 12 months, worked at least 1,250 hours in the 12-month period immediately preceding the commencement of leave, have his/her FMLA allotment available in the rolling 12-month period, and have a qualifying event as listed below in Paragraph 3.
- 3. An eligible employee's FMLA leave entitlement is limited to a total of 12 work weeks of leave during any 12-month period for any one or more of the following reasons:
 - a. The birth of an employee's son or daughter, and to care for newborn child;



POLICY /GUIDELINE TITLE: HR Policy Employee Leave Program

- b. The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child;
- c. To care for the employee's spouse, son, daughter, or parent with a serious health condition (defined in the FMLA regulations).
- d. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job
- e. Because of any qualifying urgent or unforeseen situation arising out of the fact that that the employee's spouse, son, daughter or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. Qualifying situations may include attending certain military events, addressing certain financial and legal arrangements, and attending post-deployment reintegration briefings.

UMC uses the rolling 12-month period measured backward from the date an employee uses any FMLA leave to determine the "12-month period." For example, each time an employee takes any approved FMLA leave, the remaining leave entitlement for any/all approvals is the balance of the 12 work weeks, which has not been used during the immediately preceding 12 months.

- 4. An eligible employee's leave entitlement is limited to a total of 26 work weeks during a "single 12-month period" to care for a covered service member with a serious injury or illness. The "single 12-month period" is measured forward from the first date that leave is taken for the covered service member.
- 5. Refer to Human Resources Procedure "Family and Medical Leave" for the process of applying for and using FMLA leave.
- 6. Benefitted employees will not be eligible for the catastrophic or 30 and/or 60 day extensions beyond the expiration of the FMLA hours.

Section C. American' with Disabilities Act, as amended (ADA)

Time off work may be a reasonable accommodation for an employee who is determined to be a qualified individual with a disability within the meaning of the ADA. Hospital staff will work with the Equal Opportunity Program Manager in all matters relating to the application of the ADA.

Section D. Military Leave

Military leave and reinstatement shall be granted in accordance with applicable state and federal laws. Any permanent full or part-time employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard or Marine Corps Reserves shall be released from his/her duties, upon presentation of the appropriate orders, and shall continue to receive his/her regular rate of pay from UMC as prescribed by



POLICY /GUIDELINE TITLE: HR Policy Employee Leave Program

NRS 281.145, and any pay and benefits as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994, for a period of not more than fifteen (15) working days per any one (1) calendar year.

PROCEDURE

N/A

DEFINITIONS

N/A

REFERENCES

N/A

Review Date:	Ву:	Description:
July 25, 2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
January 29, 2024	Ricky Russell	Insert ALD language

Children's Hospital	POLICY /GUIDELINE TITLE: Payroll and Salary Reduction Policy for Non-Union Exempt Employees
MANUAL: Human Resources	POLICY OWNER: HR
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 2/2024

PURPOSE

This policy applies solely to non-bargaining unit covered exempt employees at UMC. Exempt employees may include, without limitation, administrative employees, executive employees, professional employees, computer professionals, and highly compensated employees. Exempt employees are paid on a salary basis and are not eligible for overtime compensation

POLICY

This policy applies solely to non-bargaining unit covered exempt employees at UMC. Exempt employees may include, without limitation, administrative employees, executive employees, professional employees, computer professionals, and highly compensated employees. Exempt employees are paid on a salary basis and are not eligible for overtime compensation.

- 1. This Policy defines the payroll and wage deduction practices of University Medical Center of Southern Nevada ("UMC") regarding those salaried employees exempt from the minimum wage and overtime pay requirements of the Fair Labor Standards Act ("FLSA") and not covered under an applicable collective bargaining agreement ("Exempt Employees"). UMC's policy is to make deductions from exempt employees' pay only as authorized by, and in accordance with, applicable state and federal laws and regulations.
- 2. UMC exempt employees accrue personal leave and sick leave via UMC's established systems of Consolidated Annual Leave ("CAL"), Administrative Leave Days ("ALD") (as applicable), and the Extended Illness Bank ("EIB"). An exempt employee's accrued leave may be utilized for hours that the employee is absent from work (e.g. absences due to personal reasons, illness, disability, holidays). This Policy seeks to establish the policy and procedures for the management of an exempt employee's accrued CAL or ALD when the exempt employee fails to maintain a sufficient balance to cover his or her absence.
- 3. Refer to Human Resources Procedure "Payroll and Salary Reduction Policy for Exempt Employees" for the application process of this policy.

PROCEDURE

N/A

DEFINITIONS

N/A



POLICY / GUIDELINE TITLE:
Payroll and Salary Reduction Policy for Non-Union Exempt Employees

REFERENCES

N/A

Review Date:	Ву:	Description:
July 25, 2022	Ricky Russell	Formatting changes. Reviewed. No content changes.
January 29, 2024	Ricky Russell	Include Administrative Leave Days

UNICAL CENTER Children's Hospital	POLICY /GUIDELINE TITLE: HR Procedure - Payroll and Salary Reduction for Non-Union Exempt Employees
MANUAL: Human Resources	POLICY OWNER: HR
ORIGINATION DATE: 4/2019	FINAL APPROVAL DATE: 2/24

PURPOSE

This procedure defines the payroll and wage deduction practices of University Medical Center of Southern Nevada ("UMC") regarding those salaried employees exempt from the minimum wage and overtime pay requirements of the Fair Labor Standards Act ("FLSA") and not covered under an applicable collective bargaining agreement ("Exempt Employees"). UMC's policy is to make deductions from Exempt Employees' pay only as authorized by, and in accordance with, applicable state and federal laws and regulations.

UMC Exempt Employees accrue personal leave and sick leave via UMC's established systems of Consolidated Annual Leave ("CAL"), Administrative Leave Days ("ALD") (as applicable), and the Extended Illness Bank ("EIB"). An Exempt Employee's accrued leave may be utilized for hours that the employee is absent from work (e.g. absences due to personal reasons, illness, disability, holidays). This Policy seeks to establish the policy and procedures for the management of an Exempt Employee's accrued CAL, ALD, when the Exempt Employee fails to maintain a sufficient balance to cover his or her absence.

ORGANIZATIONS AFFECTED:

All departments.

PROCEDURE

A. Permissible Reductions of Salary for Exempt Employees

UMC shall not reduce an Exempt Employee's salary because of variations in the quality or quantity of the Exempt Employee's work. Subject to the exceptions outlined within this Policy, or as otherwise permitted by state or federal law and regulation, an Exempt Employee shall receive his or her full salary for any workweek in which he or she performs any work, regardless of the number of days or hours worked. However, nothing in this Policy shall be deemed to otherwise prohibit UMC from reducing or deducting from an Exempt Employee's salary in a manner permitted by state or federal laws and regulations.

Unless otherwise prohibited by law, UMC may deduct from an Exempt Employee's regular salary in the following circumstances:

- 1. UMC shall not pay an Exempt Employee for any workweek in which no work is performed.
- 2. UMC shall deduct from an Exempt Employee's salary, in full-day increments, if the Exempt Employee is absent from work for one or more full days for personal reasons other than disability or sickness.



HR Procedure - Payroll and Salary Reduction for Non-Union Exempt Employees

- 3. UMC shall deduct from an Exempt Employee's salary, in full-day increments, if the Exempt Employee is absent for one or more full days due to sickness or disability (including work related accidents), provided that the deduction is made in accordance with UMC's leave usage policies.
- 4. UMC shall deduct from an Exempt Employee's salary an amount proportionate to the amount of Family and Medical Leave Act ("FMLA") leave taken in a workweek. For example, if an employee who normally works 40 hours per week uses four hours of unpaid leave under the FMLA, UMC may deduct the four hours from the employees' normal weekly salary. In accordance with UMC's CAL, ALD, and EIB policies and practices, such leave may be used to compensate the employee on FMLA.
- 5. UMC shall proportionally reduce an Exempt Employee's salary in the first and last week of employment based upon the time actually worked in those workweeks.
- 6. UMC shall deduct from an Exempt Employee's salary for penalties imposed in good faith for infractions of safety rules of major significance. CAL, ALD, and EIB shall not be used to offset hours not worked when such penalties are imposed.
- 7. UMC shall deduct from an Exempt Employee's salary, in full-day increments, for unpaid disciplinary suspensions imposed in good faith for infractions of workplace conduct rules, provided that the discipline is imposed under a written policy applicable to all employees. CAL and EIB shall not be used to offset hours not worked when such penalties are imposed.
- 8. UMC shall offset amounts received by an Exempt Employee as part jury duty fees, witness fees, or military pay for the particular workweek against the salary due for that week.
- 9. UMC may withhold from an Exempt Employee's salary those voluntary deductions requested by the exempt employee and any mandatory deductions required by federal, state, or local law and regulation. Voluntary deductions may include, without limitation, insurance premiums, wage assignments, pension plan contributions, and retirement contributions. Mandatory deductions may include, without limitation, deductions for federal income taxes, Federal Insurance Contribution Act taxes, court-ordered wage garnishments, other federal and state taxes.

B. Required Use of Accrued Leave Prior to Reduction of Salary

Except as otherwise specified set forth within this Policy and in accordance with UMC policies and precoedures governing CAL, ALD, and/or EIB, an Exempt Employee shall use accrued CAL, ALD, and/or EIB hours for any hours not worked prior to having his or her salary reduced. In the event that an Exempt Employee has exhausted his or her applicable CAL, ALD, and/or EIB leave, or where the Exempt Employee has not yet qualified for such leave, the Exempt Employee's salary may only be reduced in accordance with the permissible deductions outlined within Section 3.A. of this Policy.



HR Procedure - Payroll and Salary Reduction for Non-Union Exempt Employees

C. Employee Absences Occasioned by University Medical Center of Southern Nevada

An Exempt Employee's salary shall not be reduced for any absences occasioned by UMC or UMC operating requirements. However, UMC requires Exempt Employees to use accrued CAL or ALD when Exempt Employee's absence is occasioned by UMC, such as when no work is available or the office is closed for a holiday. In the event that an Exempt Employee does not have sufficient CAL, ALD, or EIB leave available to cover for an absence occasioned by UMC, the employee shall be charged into a negative leave balance. In the event that an employee enters into a negative CAL balance, all future CAL accrued by the employee shall be automatically allocated towards any remaining negative balance.

D. Reporting of Improper Deduction

In the event that an Exempt Employee believes that UMC has improperly deducted from his or her salary, the Exempt Employee should immediately submit a request to the UMC Human Resources Department for a case review. UMC shall promptly review all requests to determine if a proper deduction was made. Should UMC determine, in its sole discretion, that the Exempt Employee's salary was improperly reduced, UMC shall reimburse the Exempt Employee's salary for the deduction. UMC encourages all employees to report improper deductions and strictly prohibits retaliation against any employee who reports an improper deduction.

Review Date:	Ву:	Description:
July 29, 2022	Ricky Russell	Formatting changes. Reviewed. No content change.
January 29, 2024	Ricky Russell	Insert information related to Administrative Leave Days (ALDs)

UNIVERBITY MEDICAL GENTER Children's Hospital	POLICY /GUIDELINE TITLE: HR Policy Performance Review Program
MANUAL: Human Resources	POLICY OWNER: HR
ORIGINATION DATE:	FINAL APPROVAL DATE:

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.
- An employee's performance evaluation date is normally the date of hire, except for employees
 covered by a compensation plan or employment agreement, who may have a common review date.
 Adjustments to the evaluation date shall be made when an employee is promoted, demoted,
 transferred, reinstated or reassigned.
- 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 his/her 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.

Review Date:	Ву:	Description:
July 25, 2022	Ricky Russell	Formatting changes. Reviewed. No content changes.



HR Policy Performance Review Program

February 1, 2024	Ricky Russell	Added language for compensation plans, employment agreements, etc.

UNIVERBITY MEDICAL CENTER Children's Hospital	POLICY /GUIDELINE TITLE: HR Procedure Performance Evaluation Program
MANUAL: Human Resources	POLICY OWNER: HR
EFFECTIVE DATE: 07/05/95	FINAL APPROVAL DATE:

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/ qualifying 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:
 - 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 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.



HR Procedure Performance Evaluation Program

- C. Salary increases based on an employee's overall performance rating are consistent with the rating scale found in the SEIU, Local 1107 collective bargaining agreement "Salary Upon Status Change" except for those employees covered by a compensation plan, employment agreement, or a non-union represented classifications as approved by the CEO (or designee). Recommendations for an overall score of 1.0 1.6 must be approved by their Division Chief or his/her designee prior to review with the employee
- D. Except for those employees covered by a compensation plan, employment agreement, or a non-union represented classifications as approved by the CEO (or designee) employees 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/qualifying 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. <u>Annual</u>- Employees shall be reviewed each year on their annual review date. Merit increases are given based on the overall performance rating, not to exceed the maximum of the salary grade to which the classification is assigned.
 - 2. <u>Probation/Qualifying Period</u>- Employees shall be reviewed to complete probation and qualifying periods. No merit increase is generally associated with the completion of probationary or qualifying periods.
 - 3. Promotion- An annual evaluation shall be completed by the employee's department prior to the date of



HR Procedure Performance Evaluation Program

promotion if the employee has an annual evaluation due within thirty (30) days prior, or following, the effective date in the new position. The annual evaluation will be submitted prior to the employee being processed into the new position. The promotion rate will be added after the annual evaluation merit increase is applied.

- 4. <u>Demotion</u>- In the event the employee is either voluntarily or involuntarily demoted, the employee will receive a new review date.
- 5. Reclassification- A reclassification shall result in a new performance/merit review date. An annual evaluation shall be completed by the employee's department prior to the date of reclassification if the employee has an annual evaluation due within thirty (30) days prior, or following, the effective date in the reclassified position. The annual evaluation will be submitted prior to the employee being processed into the new position. Any promotional increase, if applicable, will be applied after the annual evaluation merit increase is applied. Additionally, the employee shall be reviewed within six (6) months of the date of reclassification (qualifying evaluation).
- I. Human Resources shall maintain the performance evaluations, accessible to management on the Intranet. Management level employee's performance evaluation format shall be determined annually by the Chief Executive Officer.
- 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:	Ву:	Description:
July 29, 2022	Ricky Russell	Formatting changes. Reviewed. No content change.
February 1, 2024	Ricky Russell	Included language regarding compensation plans, employment agreements, etc.

MANUAL: Human Resources	POLICY OWNER: HR	
UNIC Children's Hospital	POLICY /GUIDELINE TITLE: HR Policy No 3 – Position Classification and	

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.



HR Policy No 3 – Position Classification and Compensation Plans

Section B. Job Evaluation:

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



HR Policy No 3 – Position Classification and Compensation Plans

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 agreement, compensation plan, etc., non-probationary UMC employees not covered by any collective bargaining agreement shall be granted at a minimum those 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.

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 4% above their current rate, provided the new rate of pay does not exceed the maximum of the new pay range. Any exception requires a form to be submitted and approved by Human Resources.
- 2. The employee's salary review date will change to the date of the employee's promotion and the employee may be eligible for a 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.
 - a. Any full-time or part-time employee who, during the qualifying period, either voluntarily or involuntarily is demoted to the classification previously held, shall have his/her salary reduced to the salary the employee would have received if the employee had remained in the lower classification. However, the lower rate will be inclusive of any across the board adjustment the employee would have been entitled to, if he/she had remained in the lower classification. The employee's eligibility date for future salary increases shall be based on the previous review date. However, if that date has passed, the employee is not eligible for a salary increase until that date in the following year.



HR Policy No 3 – Position Classification and Compensation Plans

- b. A full-time or part-time employee who has completed the probationary and/or qualifying period and is later demoted involuntarily to a position in a classification with a lower pay grade shall have his/her salary reduced by four percent (4%), unless that reduction would result in the employee being paid in excess of the pay grade demoted into, in which case, the rate shall be reduced to the maximum of the demoted pay grade. The employee's eligibility for salary increase shall be based on the date of the demotion.
- c. A full-time or part-time employee who has completed the probationary and/or qualifying period and later demotes voluntarily to a position in a classification with a lower pay grade shall have his/her salary reduced only to prevent being paid in excess of the maximum of the lower pay grade. If the employee's salary is within the pay grade of the classification demoted into, the employee shall not receive a reduction in his/her rate of pay. The employee's eligibility for future salary increases shall be based on the date the employee voluntarily demoted into the lower classification.
- d. An employee whose position is reclassified to a lower pay grade will be demoted to the appropriate title and pay grade on a date as specified by the Chief Human Resources Officer. If an employee's pay rate exceeds the maximum rate of the new pay grade, it shall be reduced to the maximum level of the new pay grade. No change in the salary review date will occur.
- 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.
 - 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.



HR Policy No 3 – Position Classification and Compensation Plans

- 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 if the classification remains the same. The employee's salary review date will change to the date of the transfer if the classification title is changed.
- 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.
- 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.



HR Policy No 3 – Position Classification and Compensation Plans

- 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 and when renewed.

- 1. Failure of the employee to show verification of a renewed license/certification/registration as of 12:00 midnight of the 7th day before expiration shall result in suspension pending confirmation of renewal or termination after 30 days.
- 2. An 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. When an employee has not renewed and primary source verification is not available, the employee will be suspended without pay. Per diem employees will not be scheduled to work.

Section H. Working Out of Classification:

- 1. Managers should make every effort to fill assignments without the need for working an employee outside his/her 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



HR Policy No 3 – Position Classification and Compensation Plans

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.
- 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.
- 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.

PROCEDURE N/A DEFINITIONS N/A REFERENCES N/A

Review Date:	Ву:	Description:
July 25, 2022	Ricky Russell	Reviewed. Formatting changes. Added H(f)
February 1, 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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Amendment No. 1 to Professional Services Agreement with Essential Associates Holdings, LLC	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer		Clerk Ref. #
Petitioner:	Mason van Houweling, Chief Executive Officer	CICIR NCI. #

Recommendation:

That the Governing Board ratify the Amendment No. 1 to Professional Services Agreement with Essential Associates Holdings, LLC for radiology clinical services; authorize the Chief Executive Officer to exercise renewal options within his delegation of authority; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000861000 Funded Pgm/Grant: N/A

Description: Radiology Clinical Services

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

Term: Amendment 1 – same term

Amount: Amendment 1 – additional \$240,000 Out Clause: 180 days w/o cause after the first year

BACKGROUND:

On September 27, 2023, the Governing Board approved the Professional Services Agreement ("Agreement") with Essential Associates Holdings, LLC ("Provider") to provide Radiological interpretation services in the specialty of radiology performed for the diagnosis, prevention or treatment of disease, and assessment of a medical condition, including but not limited to, the delivery to UMC's Radiology Department and Hospital certain services to patients. UMC agreed to compensate the Provider an estimated payment of \$2,616,912 per year or potential aggregate NTE \$13,084,560 if both renewal options are exercised. This amount may increase if volume of interpretations increase. Either party may terminate this Agreement without cause with a 180-day written notice to the other after the first year of the Agreement.

This request is to ratify of the Amendment No. 1 to increase the funding by an additional \$240,000, and replaces Exhibit A Services Pricing with a revised pricing list that increases the rate per interpretation for CTA and XR reads. Staff also requests authorization for the Hospital CEO to exercise renewal options within his delegation of authority if deemed beneficial to UMC.

UMC's Support Services Executive Director 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 February 28, 2024

Agenda Item#

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This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for ratification by the Governing Board.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (Clinical Services)

THIS AMENDMENT NO. 1 is made and entered into as of the date last signed, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("Hospital") and ESSENTIAL ASSOCIATES HOLDINGS, LLC ("Provider"). Hospital and Provider are individually referred to as a "Party" and collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement (Clinical Services) dated September 28, 2023 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement with this Amendment No. 1 to revise the pricing set forth in Exhibit A.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. **Exhibit A, Services Pricing** shall be deleted and replaced with the following updated chart:

Modality	Rate Per Interpretation
СТ	\$54.00
CT AB/PEL	\$81.00
CTA	\$74.75
CTA AB/PEL	\$97.50
NM	\$40.00
MR	\$65.00
US	\$40.00
XR	\$19.55
PET/CT/ MR, SPECT/CT	\$125.00

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2. Except as expressly amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

This amendment is accepted and agreed to by the following authorized representatives of the parties and each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date last signed below.

PROVIDER:	HOSPITAL:
Essential Associates Holdings, LLC Nevada	University Medical Center of Southern
By:Roger Ramos, MD Chief Executive Officer	By: Mason Van Houweling Chief Executive Officer
Date: 2/3/24	Date: 2/5/24

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

Bus	iness Entity	Typ	e (Please selec	t one)						_				
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	orietorship		•		bility Company	<u> </u>				Organization				
Business Designation Group (Please select all that ap ☐ MBE ☐ WBE ☐ SBE		SBE		☐ PBE			□VET	Т	DVET	☐ ESB				
Minority Business Women-Owned Enterprise Business Enterprise		d	Small Business Enterprise	I Business Phys		Physically Challenged Business Enterprise		Veteran Owned Business	Di	sabled Veteran wned Business	Emerging Small Business			
					•									
Number of Clark County Nevada Reside					la Residents	Er	mployed:							
Cor	porate/Busi	ness	Entity Name:	Es	Essential Associates Holdings, LLC									
	lude d.b.a.,				Essential Radiology									
	et Address:				1 S. Tryon St Sui	te 2	2700		Wel	bsite: https://essentialra	ntialradiology com/			
					arlotte, NC 28280					C Name: Howard Asch				
City	, State and I	Zip (Code:						Ema	ail: howard@essential	radic	logy.com		
Tele	phone No:			44	3-255-9008				Fax	No:				
	ada Local S					Webs			bsite:					
_	y, State and		,						Loc	al Fax No:				
OII.	y, Otate and	<u> zip</u>	oue.							al POC Name:				
Loc	al Telephon	e No	:							Email:				
All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s). Entities include all 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)						
How	ard Asch					Co-Founder , Chief Business Officer				34%				
Mich	nael Rabern					Co-Founder , Chief Executive Officer			<u>3</u>	36%				
This	s section is n	ot re	quired for public	cly-trac	led corporations.	Are	you a publicly-	traded c	orpor	ration?	x N			
 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.	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.														
HolM						Howard Asch								
Sign	ature						Print Name							
Co-F	ounder, Chie	f Bus	siness Officer			9.19.2023								
Title						Data								

DISCLOSURE OF RELATIONSHIP

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

Signature

Print Name

Authorized Department Representative

NAME OF BUSINESS EMPLOYEE/OFFICIAL		RELATIONSHIP TO UMC*	UMC* EMPLOYEE'S/OFFICIAL'S				
OWNER/PRINCIPAL	AND JOB TITLE	EMPLOYEE/OFFICIAL	DEPARTMENT				
Howard Asch	N/A	N/A	N/A				
Michael Rabern	N/A	N/A	N/A				
* UMC employee means an employee of University Medical Center of Southern Nevada							
"Consanguinity" is a relations	ship by blood. "Affinity" is a re	elationship 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 r	noted above, please complete the foll	owing:					
☐ 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:							

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Award RFP No. 2023-03, Comprehensive Background Checks Services to AccuSourceHR, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board award the RFP 2023-03, Comprehensive Background Checks Services to AccuSourceHR, Inc.; authorize the Chief Executive Officer to sign the Agreement for Comprehensive Background Checks; execute extensions and amendments; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000865000 Funded Pgm/Grant: N/A

Description: Comprehensive Background Checks Services

Bid/RFP/CBE: RFP 2023-03

Term: 3 years from Effective date with two, one-year options

Amount: NTE \$850,000.00

Out Clause: 15 days for convenience

BACKGROUND:

On June 12, 2023, a notice for RFP 2023-03, Comprehensive Background Check Services was published in the Las Vegas Review Journal and posted on the Nevada Government eMarketplace (NGEM) Portal. On August 3, 2023, responses were received from:

A Xeration Service AccuSourceHR, Inc. Applicant Insight dba aINSIGHT Certiphi Screening, Inc. DISA Global Solutions, Inc. Sterling Infosystems Inc.

An ad hoc committee reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with AccuSourceHR, Inc. ("AccuSource").

AccuSource will provide background check services that will provide information to help safeguard and maintain the integrity of UMC operations and will assist UMC in designing a comprehensive background check program to reduce the risks in establishing and maintaining a qualified healthcare team. The Agreement

Cleared for Agenda February 28, 2024

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is for a NTE amount of \$850,000.00 for three (3) years from the Effective date, with the option to extend for two 1-year periods. 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 extension options and amendments that are within his yearly delegation of authority.

UMC's Director of Human Resources Operations 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 February 21, 2024 meeting and recommended for award by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR 2023-03 COMPREHENSIVE BACKGROUND CHECKS

ACCUSOURCEHR, INC.

NAME OF FIRM

Kristin Fehrenbacher

DESIGNATED CONTACT, NAME AND TITLE (Please type or print)

11811 N Tatum Blvd Suite 3090 Phoenix, AZ 85028

ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE

951-550-8438

(AREA CODE) AND TELEPHONE NUMBER

kfehrenbacher@accusourcehr.com

E-MAIL ADDRESS

AGREEMENT FOR COMPREHENSIVE BACKGROUND CHECKS

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, located at 1800 W. Charleston, Las Vegas, NV 89102 a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and ACCUSOURCE HR, INC. having an address at 11811 N Tatum Blvd. Phoenix, AZ 85028 (hereinafter referred to as "COMPANY"), for Comprehensive Background Check services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$850,000.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for a period of 3 years ("Term"). Thereafter this Agreement may be renewed by amendment for up to two (2) one-year periods. During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

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) and Fee Schedule A for the fees set forth on Schedule A not-to-exceed \$850,000.00 during the Term. 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 ninety (90) 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. The company shall invoice on a monthly basis. Invoices shall list the following: Date, order number, candidate name, last 4 digits of social security number, requestor (HOSPITAL employee), type of report, and fee for each fulfilled order.
 - 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.

- 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.
- 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** and Fee Schedule 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

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the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. 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. 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, Rosalind Bob, telephone number (702) 207-8267 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

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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. <u>Termination for Convenience</u>

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

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that is has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

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

TO HOSPITAL: University Medical Center of Southern Nevada

Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO COMPANY: AccuSourceHR, Inc.

Attn: Legal Department

11811 N. Tatum Blvd., Suite 3090

Phoenix, AZ 85028

SECTION XII: MISCELLANEOUS

A. <u>ADA Requirements</u>

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

B. Amendments

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

C. Assignment

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

D. Audits

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

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

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

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

- 1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- 2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. 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

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

Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

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

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Travel expenses shall not exceed \$_0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF	F SOUTHERN NEVADA
Ву:	
MASON VAN HOUWELING Chief Executive Officer	DATE
COMPANY:	
ACCUSOURCEHR, INC.	
By:	02 / 06 / 2024
Dan Filby	DATE

Chief Executive Officer



ADDENDUM

This Addendum ("Addendum") to the Agreement is entered into between **COMPANY** and **HOSPITAL** as of the Effective Date. This Addendum supplements the existing Agreement between COMPANY and HOSPITAL and does not modify, amend, or delete any existing term therein. This Addendum shall be interpreted with the Agreement to form one agreement. Capitalized terms will have the meaning ascribed to them in the Agreement.

1. COMPANY SERVICES. COMPANY is a global provider of background screening services. In the United States, COMPANY is defined as a "consumer reporting agency" pursuant to the applicable jurisdiction of the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and applicable state law, and any FCRA-regulated screening reports that COMPANY furnishes pursuant to the Agreement and this Addendum are defined by the FCRA and applicable state law as "consumer reports" and/or "investigative consumer reports." All reports provided by COMPANY pursuant to the Agreement and this Addendum are collectively defined as "Screening Reports", and all references to "Screening Report(s)" herein shall refer to an entire Screening Report(s) as well as any specific information contained within a Screening Report(s). Subject to the terms and conditions of this Addendum and the Agreement, and upon HOSPITAL's request, COMPANY will furnish Screening Reports and the related services described in this Addendum and the Agreement in connection with HOSPITAL's screening of employees or candidates for employment (including, without limitation, independent contractors, temporary workers/employees, vendors, and volunteers), volunteers and/or other individuals for legally permissible employment-related purposes (each, an "Applicant");

2. CERTIFICATIONS

FCRA Certification

HOSPITAL certifies to COMPANY as follows with respect to each FCRA-regulated Screening Report HOSPITAL orders and/or receives:

- 1. <u>Permissible Purpose</u>. HOSPITAL shall procure and use Screening Reports only for the legally permissible employment purpose(s) as set forth in Section 1.
- 2. <u>Applicant Disclosure and Consent</u>. HOSPITAL certifies that <u>prior to</u> its procurement of a Screening Report for employment purposes: (i) HOSPITAL has made a clear and conspicuous disclosure in writing to the consumer Applicant, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and (ii) the Applicant consumer has authorized in writing the procurement of the Screening Report by HOSPITAL. HOSPITAL understands that COMPANY will not initiate a report for employment purposes in the absence of a written authorization. HOSPITAL certifies that each time it orders a report, it is reaffirming the above certification.
- 3. <u>Pre-Adverse Action Disclosures</u>. In using a Screening Report for employment purposes, <u>before</u> taking any adverse employment action based in whole or in part on the information in the Screening Report provided by COMPANY, HOSPITAL shall provide to the Applicant consumer to whom the Screening Report relates: (i) a copy of the Screening Report; and (ii) a description in writing of the rights of the Applicant consumer under the FCRA, as prescribed under



FCRA §609 ("A Summary of Consumer Rights Under the Fair Credit Reporting Act", a copy of which is currently available at: https://accusourcehr.com/resources/client-education/) and any other notices required by applicable Laws.

- 4. <u>Adverse Action Disclosures</u>. After providing the consumer Applicant with the pre-adverse action disclosure described in paragraph 3 above (to the extent applicable), and after the appropriate waiting period, HOSPITAL will, if intending to take adverse action with respect to the consumer Applicant based in whole or in part on information contained in the Screening Report, send the consumer Applicant a follow-up notification that the HOSPITAL is taking adverse action (e.g., denying employment or promotion) based in whole or in part on the information contained in the Screening Report. Such notification will meet all applicable requirements set forth in FCRA §615 and any other notices required by applicable Laws.
- 5. <u>Equal Employment Opportunity Law Compliance</u>. The information from the Screening Report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- 6. HOSPITAL hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601) and Notice of Users of Consumer Reports (16 C.F.R. Part 601).

California Client Compliance Certification7. <u>California Screening Reports</u>. HOSPITAL certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code <u>Sections 1786</u> et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code <u>Sections 1785</u>.1 et seq., if HOSPITAL is located in the State of California, and/or the HOSPITAL's request for and/or use of Screening Reports pertains to a California resident or worker, End User will do the following:

- i. Request and use Screening Reports solely for permissible purpose(s) identified under California Civil Code <u>Sections</u> 1785.11 and 1786.12.
- ii. When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer Applicant who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer Applicant, which solely discloses: (1) that an investigative Screening Report may be obtained; (2) the permissible purpose of the investigative Screening Report; (3) that information on the consumer's Applicant's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of COMPANY; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.
- **iii.** When, at any time, Screening Reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer Applicant who is the subject of the investigation, only request a Screening Report if the applicable consumer Applicant has authorized in writing the procurement of the Screening Report.
- **iv.** When Screening Reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a Screening Report will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of HOSPITAL as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Screening Report was first requested.
- v. When Screening Reports are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that a Screening Report regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or,



if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of HOSPITAL, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

- vi. Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Screening Reports that are prepared.
- vii. If the consumer wishes to receive a copy of the Screening Reports, the HOSPITAL shall send (or contract with another entity to send) a copy of the Screening Report to the consumer within three business days of the date that the Screening Report is provided to HOSPITAL. The copy of the Screening Report shall contain the name, address, and telephone number of the person at HOSPITAL who issued the report and how to contact him/her.
- viii. Under all applicable circumstances, comply with California Civil Code <u>Sections 1785.20 and 1786.40</u> if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Screening Report, informing the consumer in writing of HOSPITAL's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRAA and the CCRAA.
- ix. Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Screening Reports, including, but not limited to, the ICRAA and CCRAA.
- **8.** <u>Investigative Consumer Reports.</u> For each Investigative Consumer Report, as defined by the FCRA (e.g., professional reference check), that HOSPITAL requests from COMPANY, HOSPITAL has complied with its obligations under FCRA §606(a) and (b), including, without limitation, the following:
 - i) clearly and accurately disclosing to the Applicant that an Investigative Consumer Report including information as to the Applicant's character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure:
 - (1) is made in writing mailed, or otherwise delivered, to the Applicant not later than three days after the date on which the report was first requested; and
 - (2) includes a statement informing the Applicant of his right to request the additional disclosures provided for under FCRA §606(b) as set forth in 2(ii) below, and a written Summary of Consumer Rights; and
 - ii) upon written request made by the Applicant within a reasonable period of time after the Applicant's receipt of the required disclosure referenced in paragraph 2(i) above, HOSPITAL will make a complete and accurate disclosure of the nature and scope of the investigation requested. The disclosure will be made in a writing mailed, or otherwise delivered, to the Applicant not later than five days after the date on which the request for such disclosure was received from the Applicant or such report was first requested, whichever is the later.

3. HOSPITAL OBLIGATIONS

(a) <u>Compliance with Applicable Laws</u>. HOSPITAL shall comply with all local, state, federal, and international laws and regulations, including, without limitation, and as applicable the FCRA (collectively, "Laws"), applicable to HOSPITAL in connection with its procurement and use of Screening Reports and other services provided pursuant to this Addendum. HOSPITAL acknowledges it has received, reviewed and will comply with its obligations in the Notice to Users of Consumer Reports: Obligations Of Users under the FCRA currently available at https://accusourcehr.com/resources/client-education.



(b) Intentionally omitted.

- (c) HOSPITAL acknowledges that if it obtains services from COMPANY under this Addendum that fall outside the scope of the FCRA and similar United States laws ("Non-US Services"), then HOSPITAL may have additional or different legal obligations than those described in this Addendum, and HOSPITAL shall comply with all such Laws and obligations. HOSPITAL shall promptly notify COMPANY if HOSPITAL believes it has failed to fulfill any obligation in this Addendum, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.
- (d) <u>Account Credentialing, Access and Maintenance</u>. Prior to obtaining services from COMPANY, HOSPITAL must satisfy COMPANY's HOSPITAL credentialing requirements, which may include a physical on-site inspection. HOSPITAL shall cooperate with COMPANY's HOSPITAL credentialing process HOSPITAL shall designate to COMPANY the name of a "Super User(s)" who shall be: (i) HOSPITAL's main contact(s) for the services obtained under this Addendum, and (ii) responsible for the strict administration and control of HOSPITAL's accounts users. The Super User(s) shall identify and authorize all HOSPITAL account users and their respective access privileges, and promptly notify COMPANY of any changes to HOSPITAL's company name, physical address, account users and if any account login codes or passwords become invalid, inactive or compromised in any manner. In accordance with <u>Section 5</u>, a Super User may be an Outsourced Provider.
- (e) <u>Data Privacy and Security</u>. HOSPITAL shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect against unauthorized access to and/or misuse of the COMPANY system and Screening Reports. At a minimum, HOSPITAL shall comply with the HOSPITAL Compliance Certification with Information Access & Security Requirements set forth in <u>Attachment A</u>. COMPANY may, in its reasonable discretion and without penalty, suspend and, upon written notice, cancel HOSPITAL's account if COMPANY reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Screening Reports through HOSPITAL's account. If applicable, the parties will execute appropriate addenda and/or data processing agreements for such services in accordance with Section XII: Miscellaneous (B) of the Service Agreement.
- (f) Audits and Record Retention. COMPANY may conduct reasonable periodic audits of HOSPITAL's compliance with this Addendum. Unless otherwise prohibited or required by applicable Laws, HOSPITAL shall, for a minimum period of two (2) years and otherwise in compliance with HOSPITAL's record retention policy, maintain copies of all Applicant screening disclosure/consent forms and, as applicable, all pre-adverse and adverse action notices. HOSPITAL shall, upon reasonable advance notice, during its normal business hours, and no more than once per year, make available to COMPANY such documentation reasonably requested to demonstrate HOSPITAL's compliance with its obligations in this Addendum subject to Company's compliance with the confidentiality provisions of the Agreement. If HOSPITAL becomes aware of an audit initiated by a third-party involving COMPANY's Screening Reports or other services provided pursuant to this Addendum, HOSPITAL shall provide COMPANY prompt written notice of the audit. HOSPITAL shall not provide access to its COMPANY account or Screening Reports to any auditing party unless required to do so by applicable Laws and COMPANY expressly consents to such access request.



- (g) <u>Prohibition on Resale or Reuse of Reports</u>. HOSPITAL shall not, directly or indirectly, sell, transfer, disclose the contents of or distribute Screening Reports, in whole or in part, to any third-party (other than to the applicable Applicant or in conjunction with a Required Disclosure. HOSPITAL shall use Screening Reports solely as an end-user, for a single, one-time use.
- (h) Adjudication Details and Responsibility. This Section 3(h) is only applicable if HOSPITAL utilizes COMPANY's Concierge Adjudication Services, as described below and subject to applicable product/service specifications. If HOSPITAL elects to obtain such services, HOSPITAL shall provide COMPANY with the criteria, guidelines and instructions established by HOSPITAL for determining whether the information in an Applicant's Screening Report satisfies HOSPITAL's eligibility criteria ("Adjudication Guidelines"). COMPANY will apply HOSPITAL's Adjudication Guidelines to the Screening Report information reported by COMPANY and then provide to HOSPITAL a status that reflects the outcome of such application ("Concierge Adjudication Services"); provided, however, that COMPANY will not apply any "does not meet" or equivalent final adverse status, which ultimately must be determined and applied by HOSPITAL. If COMPANY performs Concierge Adjudication Services on behalf of HOSPITAL, COMPANY's sole responsibility will be to perform such services accurately in accordance with applicable Laws and HOSPITAL's then-current Adjudication Guidelines provided to COMPANY. HOSPITAL represents and warrants to COMPANY that the Adjudication Guidelines comply with all applicable Laws and acknowledges that HOSPITAL is solely responsible for the creation and content of the Adjudication Guidelines and for ensuring such compliance on an ongoing basis. HOSPITAL may update its Adjudication Guidelines from time to time by providing advance written notice to COMPANY, and such updated Adjudication Guidelines will be effective upon COMPANY's written confirmation to HOSPITAL.
- (i) Compliance Responsibility; No Legal Advice. HOSPITAL acknowledges that COMPANY will not render any opinions regarding Screening Report content, and HOSPITAL shall base its screening processes, criteria, Adjudication Guidelines (if applicable) and decisions on its own policies, procedures and review of applicable Laws. Any consultation, training and/or sample forms (e.g., disclosure and authorization forms, and pre-adverse and adverse action notices) provided by COMPANY are provided for informational purposes only, and not for the purpose of providing legal advice and/or HOSPITAL's reliance. HOSPITAL ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR, AND FOR CONSULTING ON AN ONGOING BASIS WITH, ITS OWN LEGAL COUNSEL FAMILIAR WITH HOSPITAL'S LEGAL/REGULATORY OBLIGATIONS RELATED TO THE COMPLIANT PROCUREMENT AND USE OF SCREENING REPORTS AND OTHER SERVICES OBTAINED PURSUANT TO THIS ADDENDUM INCLUDING, WITHOUT LIMITATION (AND COLLECTIVELY DEFINED AS "HOSPITAL COMPLIANCE OBLIGATIONS"): FULFILLING ITS COMPLIANCE OBLIGATIONS IN THIS ADDENDUM; ENSURING THAT ITS DISCLOSURE AND AUTHORIZATION FORMS AND PROCESSES, ADJUDICATION GUIDELINES AND PROCESSES, PROFESSIONAL REFERENCE QUESTIONS AS PREPARED OR REQUESTED BY HOSPITAL, PRE-ADVERSE ACTION AND ADVERSE ACTION NOTICE FORMS AND PROCESSES, AND ALL OTHER PAPERWORK AND FORMS UTILIZED BY OR ON BEHALF OF HOSPITAL IN ITS HIRING AND APPLICANT SCREENING PRACTICES ARE APPROPRIATE FOR ITS USE AND IN COMPLIANCE WITH ALL APPLICABLE LAWS. HOSPITAL SHALL NOT ASSERT ANY CLAIM AGAINST COMPANY FOR, AND WAIVES LIABILITY AGAINST COMPANY FOR, ANY CLAIMS REGARDING OR ARISING OUT OF THE HOSPITAL COMPLIANCE OBLIGATIONS.



(j) Applicant Information and Identity Verification. HOSPITAL acknowledges that, in preparing Screening Reports, COMPANY relies on the Applicant identifying information (such as, without limitation, name, date of birth, social security number or applicable national ID, and address) provided to COMPANY by the Applicant and/or HOSPITAL, as applicable. HOSPITAL acknowledges that: (i) HOSPITAL is responsible for confirming that the Applicant is who they claim to be; and (ii) HOSPITAL is advised to review the completed Screening Report in comparison to the Applicant's job application and I-9 information, if applicable, to ensure that the Applicant identifying information provided to and used by COMPANY to prepare the Screening Report, as well any additional identifying information obtained by COMPANY while preparing the Screening Report, matches the identifying information provided by the Applicant to HOSPITAL. HOSPITAL understands that: (i) erroneous or falsified Applicant identifying information may cause the Screening Report to be incomplete and/or inaccurate; and (ii) COMPANY is not responsible for determining whether the identifying information submitted about the Applicant is erroneous or falsified.

(k))	Intentiona	lly	Omitted.
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- (I) Intentionally Omitted.
- (m) Intentionally Omitted.

4. COMPANY OBLIGATIONS.

- (a) <u>Compliance with FCRA and Other Applicable Laws</u>. COMPANY shall comply with all Laws applicable to COMPANY in its preparation and transmission of Screening Reports and other services provided pursuant to this Addendum. COMPANY shall promptly notify HOSPITAL if COMPANY believes it has failed to fulfill any obligation in this Addendum, including, without limitation, those obligations related to confidentiality, consumer privacy, data protection, and compliance with Laws.
- (b) Intentionally Omitted.
- (c) Intentionally Omitted.
- (d) <u>Data Privacy and Security</u>. AccuSourceHR shall maintain commercially reasonable and appropriate technical, physical, administrative and other organizational precautions and security measures to protect Applicant data against accidental or unlawful destruction and unauthorized disclosure or access.
- (e) <u>Record Retention</u>. Subject to <u>Section 13(c)</u>, COMPANY shall maintain Screening Report information for three (3) years from the Screening Report completion date, unless otherwise required or prohibited by applicable Laws..
- (f) <u>Service Standards</u>; <u>Disclaimer of Warranty</u>. COMPANY'S SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE TERMS OF THIS ADDENDUM. COMPANY WILL MAINTAIN AND FOLLOW REASONABLE PROCEDURES TO ASSURE THE MAXIMUM POSSIBLE ACCURACY OF THE INFORMATION CONTAINED IN EACH SCREENING REPORT, AND COMPANY WILL RE-VERIFY ANY DISPUTED SCREENING REPORT INFORMATION IN ACCORDANCE WITH APPLICABLE LAWS (COLLECTIVELY, "COMPANY COMPLIANCE OBLIGATIONS").



- (g) Matching and Reporting Guidelines. HOSPITAL acknowledges that in performing its services under this Addendum, COMPANY follows certain internally developed and defined record matching and reporting guidelines designed for COMPANY to meet its accuracy and compliance obligations (collectively, "Reporting Guidelines"). The Reporting Guidelines shall remain consistent with compliance with applicable Laws, UMC reporting requirements set forth in the Scope of Work, and reporting standards provided in COMPANY's proposal provided during the Solicitation process. COMPANY will ensure any required changes or requests for changes to Reporting Guidelines are promptly provided to HOSPITAL. The Reporting Guidelines constitute COMPANY's Confidential Information and are made available to HOSPITAL only for its use in understanding COMPANY's Reporting Guidelines. Any further distribution of the Reporting Guidelines by HOSPITAL is strictly prohibited.
- (h) <u>Professional Reference Services</u>. If HOSPITAL engages COMPANY to perform Investigative consumer reports, COMPANY's sole responsibility in fulfilling such services will be to: (i) accurately convey to the party providing the reference ("Reference Provider") the reference questions provided or selected by HOSPITAL; and (ii) accurately convey the Reference Provider's responses to HOSPITAL's reference questions, subject to adjustments COMPANY determines in good faith are necessary or advisable to ensure COMPANY's and HOSPITAL's compliance with applicable Laws in conveying such responses..
- 5. Intentionally Omitted.
- 6. Intentionally Omitted.
- 7. I-9 & E-VERIFY VERIFICATION OBLIGATIONS AND SERVICES. Intentionally Omitted
- (a) HOSPITAL I-9 Obligations. Intentionally Omitted
- (b) COMPANY I-9 Obligations. Intentionally Omitted
- (c) HOSPITAL E-Verify Obligations. Intentionally Omitted
- (d) COMPANY E-Verify Obligations. Intentionally Omitted
- 8. MOTOR VEHICLE REPORTS; MOTOR VEHICLE MONITORING; ALIAS/ADDRESS HISTORY SERVICES; DRUG AND PROFESSIONAL SERVICES.
- (a) Motor Vehicle Reports. HOSPITAL acknowledges that motor vehicle reports ("MVRs") and related information are considered Screening Reports for purposes of this Addendum. If HOSPITAL requests MVRs or related information from COMPANY under this Addendum, then HOSPITAL further represents and agrees that: (i) it is qualified to do business and validly holds all licenses required to operate HOSPITAL's business in all states where HOSPITAL conducts business and/or has employees; (ii) it will comply with all applicable Laws related to the procurement and use of MVRs, including, without limitation, the FCRA and the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA"), and any related state laws; (iii) it will not use the MVRs to build its own database; (iv) it will, from time to time upon COMPANY's reasonable request, execute paperwork required by applicable state Departments of Motor Vehicles for HOSPITAL's access to MVRs; and (v) it



will not transmit any data contained in any MVR via public internet, electronic mail, or any other unsecured means. HOSPITAL certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to COMPANY in the form of the consumer's signed release authorization form. HOSPITAL also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.

- (b) Intentionally Omitted.
- (c) Intentionally Omitted.
- (d) Intentionally Omitted.
- (e) Intentionally Omitted.
- (f) Intentionally Omitted.
- (g) Intentionally Omitted.
- (h) Intentionally Omitted.

9. INTENTIONALLY OMITTED.

10. ACKNOWLEDGEMENT BY HOSPITAL. COMPANY does not guarantee HOSPITAL's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which HOSPITAL may rely in connection with its furnishing of reports. HOSPITAL understands that any documents, information, conversations or communication with COMPANY's representatives regarding searches, verifications or other services offered by COMPANY are not to be considered a legal opinion regarding such use. HOSPITAL agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of HOSPITAL, not COMPANY. HOSPITAL acknowledges and agrees that it has no obligation to use, and is solely responsible for independently vetting the contents of, any sample forms that COMPANY has provided to HOSPITAL in connection with this Addendum.

11. ACCOUNT DEACTIVATION.

- (a) Access to Screening Reports. Following the expiration or termination of COMPANY and HOSPITAL's executed Agreement and this Addendum, COMPANY will provide HOSPITAL with a reasonable time frame to: (i) download for its records copies of its Applicant Screening Reports, and/or (ii) obtain from COMPANY fee, copies of HOSPITAL's Applicant Screening Reports. Thereafter, COMPANY shall have no further duty to maintain copies of Applicant Screening Reports for access by HOSPITAL.
- (b) Account Deactivation. HOSPITAL acknowledges that if HOSPITAL is determined at any time not to meet COMPANY's standard HOSPITAL credentialing requirements and as a result HOSPITAL's account is not activated, or is subsequently deactivated, then any prior charges incurred related to HOSPITAL's account, whether for account set-up registration or



for pending or completed orders, shall be promptly paid to COMPANY by HOSPITAL in accordance with SECTION II: COMPENSATION AND TERMS OF PAYMENT.

12. INTENTIONALLY OMITTED.

13. **SIGNATURE AUTHORITY**. Each party represents that this Addendum has been executed on its behalf by a representative authorized to bind such party with respect to the undertakings and obligations contained in this Addendum.

[SIGNTURES ARE ON THE FOLLOWING PAGE]

AGREED:	
HOSPITAL	
Company Name*: University Med	dical Center of Southern Nevada
Authorized Signature:	
Name: Mason Van Houweling	
Title: Chief Executive Officer	
Date:	
ACCUSOURCEHR, INC.	0
Authorized Signature:	Dau Filby
Name: Dan Filby	
Title: CEO	
Date: 02 / 06 / 2024	



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Attachment A

HOSPITAL Compliance Certification with Information Access & Security Requirements

Information Access & Security Requirements

- 1. HOSPITAL shall protect its COMPANY Account User identification number(s) and password(s) ("Account User IDs") so that only key HOSPITAL personnel with an authorized need-to-know this sensitive information are given the ability to order and access Screening Reports. HOSPITAL shall not post or otherwise publicly display its Account User IDs. If a person who knows the Account User IDs leaves HOSPITAL's company or no longer needs to have access due to a change in duties, HOSPITAL shall immediately change such Account IDs.
- 2. HOSPITAL shall place all terminal devices or systems used to obtain Screening Reports in a secure location within HOSPITAL's facility so that unauthorized persons cannot easily access them. After normal business hours or when left unattended, HOSPITAL shall turn off and/or lock all such devices or systems used to order and/or access Screening Reports.
- 3. HOSPITAL shall not discuss COMPANY Account User identification number(s) and password(s) ("Account User IDs") by telephone with any unknown caller, even if the caller claims to be an employee of COMPANY.
- 4. HOSPITAL shall secure hard copies and electronic files of Screening Reports within HOSPITAL's facility so that only authorized personnel can access them.
- 5. HOSPITAL shall shred or otherwise permanently destroy all hard copy Screening Reports when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
- 6. HOSPITAL shall erase and overwrite or scramble electronic files containing Screening Reports and Applicant information when no longer needed and when applicable Laws or regulation(s) permit destruction, to prevent the unauthorized access to and/or use of applicant/employee data and/or any other personally identifiable information of applicants/employees.
- 7. HOSPITAL shall make all appropriate HOSPITAL personnel aware that HOSPITAL and its authorized personnel are allowed to order and use Screening Reports only for the permissible purpose(s) set forth in the Addendum, and that HOSPITAL personnel shall not order or access their own reports nor order or access the report of a family member or friend unless it is approved for the permissible purposes authorized in, and conducted in accordance with the Addendum.

EXHIBIT A SCOPE OF WORK

AccuSourceHR Response to Section 3 – Project Approach / Work Plan

Provide an explanation of the Proposers work plan documenting the firm's ability to perform the Scope of Services set forth in this RFP. The Proposer must include the following and will be evaluated on the demonstration of the factor and the quality its submission:

a) Provide a description of your company's capacity and availability to successfully manage a project of this size

AccuSourceHR has reviewed the scope of work provided by the University Medical Center. Each of the services requested are core searches common to many client screening programs we support. In addition to employment screening, contingent labor screening, and vendor screening.

AccuSourceHR maintains accreditation by the Professional Background Screening Association (PBSA, formally NAPBS) and participates in periodic third-party audits to ensure our security, data management, and training processes continuously exceed industry standards. Further, AccuSourceHR is dedicated to continuous investment in technology and process optimization to ensure we remain abreast of industry trends and emerging technologies. Through this dedication to sustainable continued growth, we can easily onboard new clients with no negative impact on the high standards of quality we have worked to establish. AccuSourceHR has the human and technical resources available through our current staff and systems to meet the scope of work and anticipated processing volumes for the University Medical Center. Further, we have established proven processes to quickly scale to add additional resources as our overall workload in each department increases as we grow our organization.

b) A proposed plan to accomplish the Scope of Services

All AccuSouceHR team members are cross-trained and can work in more than one functional area. This allows us to scale up quickly when there is an increase in demand. Additionally, our processes are fully documented with training guidelines for each service enabling us to quickly and consistently train new staff as we continue to grow. These models are frequently utilized when we engage in large projects with our current client base and bring in new clients.

c) Proposed solution to Owner or Proposer identified challenges

AccuSourceHR's account management approach ensures the development, implementation and success of our customized programs meet client screening requirements and provide a one-stop solution, reducing client labor and improving overall compliance and risk-mitigation. The University Medical Center's Account Manager provides account oversight and maintains regular contact (including quarterly and/or annual business reviews) to ensure your account continues to process at optimal levels and provides expertise in addressing any advanced service or reporting requirements. Further, our US-based Customer Success staff provides additional direct support to client account end users and screening candidates Monday – Friday, 5:00 am to 5:00 pm PST to ensure standard, routine service needs are responded to and resolved quickly.

d) Explain your applicant validation process

AccuSourceHR offers numerous validations along the applicant information entry process. For example, we ensure certain required fields are not blank (ex., middle name). We require birthdates not to equal today's date or a date within this calendar year, validate the length of most documents, utilize OCR to eliminate rekeying errors, and more.

e) Explain the process followed to discontinue efforts to verify information

Should AccuSourceHR discontinue efforts to verify information, we will document and provide previous contact attempts (based on client-defined needs) for the University Medical Center's review and close the report. Further, we flag reports that have not been verified by the appropriate source to ensure our clients have full transparency with their candidates' results. If a response is received after a file has been completed, AccuSourceHR will reopen the report and complete it with the updated information.

f) Describe methods the company follows to ensure new regulations/industry trends

The laws and regulations governing the procurement and use of employment screening reports continuously evolve in the background screening industry. In addition to new case law developments involving the application of FCRA and EEOC regulations, individual states and municipalities are continually enacting new employment law legislation, including Ban the Box laws, Pay Equity legislation, and new regulations regarding medical and recreational marijuana use. To ensure ongoing compliance with ever-changing regulation, AccuSourceHR subscribes to numerous information resources, including PBSA news alerts, CRAHelpdesk, Mondaq newsletters, Lexology, and more to provide varied sources of information and expert legal opinion on the impact of new case law, legislative changes, and new regulations. Additionally, we consult with our external expert legal counsel at Seyfarth Shaw, LLP, in addition to legal resources provided through our extensive network of partners, to remain abreast of changing compliance requirements in the United States and abroad.

AccuSourceHR maintains a full compliance team headed by our experienced in-house counsel. Upon a change in legislation or regulations, they work with our internal teams to ensure they thoroughly understand all current compliance requirements. We implement new or updated employee guides and workbooks to include relevant information when necessary. In the event of significant change in compliance requirements, AccuSourceHR also orchestrates company-wide training to ensure full team conformity.

g) Provide a description of all services your company provides along with a price list. Please include services that are provided at no additional cost, pricing for bundled packages (if applicable), installation or start-up fees, pass thru charges including how the charge is accrued, and training costs) AccuSourceHR provides domestic services in all 50 states and the District of Columbia and global screening services in over 230 countries and territories worldwide. Global screening service options vary by country based on local laws and customs. Our standard product offerings include but are not limited to:

- Multi-Jurisdictional criminal record checks
- Sex offender registries
- County criminal records searches
- Federal criminal records searches
- Social security number traces/verifications/validations
- Motor vehicle searches
- Credit reports
- License/certification validations
- Employment and education verifications
- DOT employment verifications
- Reference verifications

- County civil records searches
- Statewide repository criminal records searches
- Office inspector general
- Global homeland security searches
- Integrated national criminal database searches
- Social media searches
- I-9 employment eligibility verifications
- Electronic form I-9s
- Drug testing
- FACIS Level 3 searches
- Healthcare sanctions searches (federal level)
- Pre-adverse and adverse action letters
- Medical assessment testing and vaccination
- National practitioner data bank searches
- Federal civil records searches
- Criminal continuous record monitoring
- Social Security death master index searches

A la carte and bundled pricing can be found in section 11, Research Fees. Additionally, AccuSourceHR is waiving our standard setup fee for the University Medical Center.

AccuSourceHR Response to Section 4 – Performance

Provide the information below and see Appendix B Other Pricing Offered, to fill in pricing for services that may not currently be provided but can be added as individual "al-a-carte".

The Proposer shall provide a description of the following:

a) Company's past performance on same/similar projects

AccuSourceHR boasts a wealth of expertise gained with nearly 800 current healthcare organizations. This diverse spectrum of clients encompasses a wide range of services, including those that align with the scope mentioned in this Request for Proposal. Our extensive experience within the healthcare sector equips us with a comprehensive understanding of the industry's regulations.

b) Approach to 6-month requirement to implementing the Scope of Services

AccuSourceHR has refined our implementation process to ensure efficiency. We proudly assure clients that the scope of services outlined can effectively be delivered within the 6-month requirement. On average, all services can be requested within a month or less.

c) Plan to work with current provider to transfer data (if necessary) no longer a requirement per addenda

d) Integrate technology (this must include your firm's timeline required for full system integration)

AccuSourceHR has a wide breadth of experience implementing new clients ranging from centralized single-account organizations to complex, decentralized multi-tier implementations executed with HCM/ ATS integrations. Each implementation project plan is specifically developed to meet individual client needs based on information gathered during the sales process and the initial implementation planning meeting. Upon competition of discovery, an implementation plan will be customized to facilitate the exact timeline and requirements necessary to meet the needs of the University Medical Center. The University Medical Center has indicated a need for integration with NeoGov. If the integration is desired at the time of initial implementation, AccuSourceHR will incorporate the additional workflow for the integration into the overall implementation plan.

Typically, the integration plan is broken down into a 5-step process which includes:

Determination of key contacts and stakeholders (AccuSourceHR platform developers and project manager, client staff, and ATS provider, if required)

Assessment of needs and task assignment

Development process - AccuSourceHR serves as the project manager to coordinate the technical team's tasks and ensures a smooth implementation and integration process

Integration testing - troubleshoot and resolve issues, if required

Go Live - Following the completion of the integration AccuSourceHR continues to monitor processing and workflows to ensure the integration operates optimally and meets end-user/client needs.

The overall implementation process, inclusive of integration can be accomplished over a 15-45 day time frame. The required timeline is usually driven by the development/scheduling needs of both the client and their ATS provider.

e) Describe how your organization measures reports satisfaction and service success

AccuSourceHR measures and reports satisfaction and service success by offering numerous opportunities to provide direct feedback, such as cadence calls, surveys, testimonial videos, etc.

AccuSourceHR engages in two client surveys annually to ensure we are gaining steady feedback from clients regarding the quality of the service we provide and overall client satisfaction. Our Net Promoter Score or NPS regularly trends at greater than 8 out of 10 based upon a question inquiring whether a client would refer a colleague or friend to AccuSourceHR.

f) Provide details on how clients can make comments on your company's performance

AccuSourceHR engages in monthly implementation surveys and two annual client surveys to ensure we are gaining steady feedback from clients regarding the quality of the service we provide and overall client satisfaction.

Further, AccuSourceHR's account management approach ensures the development, implementation, and success of our customized programs meet client screening requirements. UMCSN's Account Manager provides account oversight and maintains regular contact (including quarterly or annual business reviews, and strategic planning calls) to ensure your account continues to process at optimal levels and provides expertise in addressing any advanced service or reporting requirements. Additionally, AccuSourceHR maintains an account on G2.com. Clients are encouraged to provide feedback on this platform.

g) This process is critical and temporary inaccessibility, for even a few days, will create a substantial burden for our hiring team. Please provide a detailed description of your company's system failure contingency plan to include backup protocols.

AccuSourceHR's system uptime over the past 12 months is at 99.9%, and no major outages occurred in this period. Water, power, telecommunications, and internet connectivity are designed with redundancy, so we can maintain continuous operations in an emergency. Electrical power systems are designed to be fully redundant so that in the event of a disruption, uninterruptible power supply units can be engaged for certain functions, while generators can provide backup power for the entire facility. People and systems monitor and control the temperature and humidity to prevent overheating, further reducing possible service outages. The TazWorks platform is a web-based application and would require electricity to submit orders. If an unforeseen electronic failure does occur, AccuSourceHR will provide the University Medical Center with additional steps that can be taken to transfer database information. A copy of AccuSourceHR's emergency response plan is available to clients, upon request.

AccuSourceHR Response to Section 10

A. Organizational Information:

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number, address, and email address of the individual who will serve as your organization's primary contact.

AccuSourceHR, Inc. Corporate Address: 11811 N. Tatum Blvd., Suite 3090 Phoenix, AZ 85028 https://www.accusourcehr.com/

Phone #: 888-649-6272

Primary Contact: Kristin Fehrenbacher - kfehrenbacher@accusourcehr.com

2. Provide a brief description of your organization locally, statewide, and nationally (if applicable).

AccuSourceHR provides screening services in all 50 states and has access to court records on both a state and federal level in every county and district in the United States. We offer a complete suite of employment screening services on a nationwide basis. Although most of our services are available in all 50 states, some services, such as Statewide criminal database and repository searches, may be restricted due to an individual state not supporting a quality resource. AccuSourceHR has developed a "best practice" list of available state-specific criminal databases and repository searches to meet most clients' needs, ensuring consistent, timely service delivery.

3. Describe your organization's history and structure, including partner companies and subsidiary relationships.

AccuSourceHR is an ever-expanding organization with sustained revenue growth of greater than 10% year over year for the past 5 years. In 2022, our organization grew by more than 450%. Much of our growth has been the result of nurturing key relationships, referrals from satisfied clients, and developing trust with human resource professionals who seek out our compliance resources to increase their industry compliance knowledge. AccuSourceHR supports an organic growth model and additionally engages in acquisitions to the benefit of our overall client base. AccuSourceHR has not engaged in a merger in over 10 years. Historically, we have been featured in the Inc. 5000 list of Fastest Growing Private Companies in America.

Much of client loyalty and growth is the result of ensuring each client and end-user receives superior customer care coupled with the most current, accurate, and legally reportable screening results. Every file we process is audited for quality control. We strictly adhere to regulations set forth by the Fair Credit Reporting Act (FCRA), Equal Employment Opportunity Commission (EEOC), and all applicable state/local laws and ordinances, as well as individual client-defined business rules. We believe taking extra care to ensure an individual, quality experience with AccuSourceHR is the key to building long-lasting trust-based partnerships with the clients we serve.

4. Briefly outline your organization's Mission, Values, and Vision for the future.

AccuSourceHR has four core values that drive the work that we do each day. These core values are:
- All-In: We are always team players and put the needs of clients and the company before our own. We give 100 percent effort all the time.

- Solutions-Driven: We always strive to solve problems and resolve issues. We think outside of the box and are quick to adapt to change.
- Customer Obsessed: We always listen to our customers and work continuously to personalize the client experience. If a client is ever dissatisfied, we engage every possible resource to find a solution.
- Accountable: We do what we say we will do and uphold our promises and commitments.
- 5. List any factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.

AccuSourceHR currently does not have any known factors that could significantly hinder our capacity to fulfill the responsibilities and obligations outlined in the Request for Proposal. AccuSourceHR is committed to carrying out our duties effectively ensuring a positive execution of the project as described in the RFP.

6. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise.

AccuSourceHR is not a minority-owned business, women-owned business, physically challenged business, small business, or a Nevada business enterprise.

- 7. List all firm demographics, including:
 - **a. Total number of employees;** AccuSourceHR maintains a workforce of 100 employees based in the United States.
 - b. Total number of women employed; A total of 66 employees within the company are women.
 - **c. Total number of minorities employed;** There are 24 employees at AccuSourceHR who are classified as belonging to minority groups.
 - d. Total number of bilingual employees, indicate the language(s) spoken.

AccuSourceHR has a team of six bilingual employees. Languages include Greek, Tamil, Telugu, German, and French, allowing us to facilitate effective communication across diverse cultural and linguistic landscapes.

B. Experience:

- 1. Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.
- 2. Document your organization's credentials, experience, and involvement in the healthcare industry.

Originally co-founded by a woman with 16 years in the healthcare industry and staffed throughout by professionals who have worked extensively in and for healthcare organizations, AccuSourceHR brings first-hand knowledge of the University Medical College's business model and unique needs. Our team understands healthcare issues and challenges from the inside perspective and will provide that knowledge and skill daily in servicing your account.

AccuSourceHR holds a strong market share in the \$4.2B employment screening industry in the staffing, education, healthcare, and general business services industries. We currently support over 800 staffing clients, many with applicant tracking system (ATS) integrations, complex program and billing support requirements, and extensive parent-child account structures. We provide white-glove concierge-level

services with operations and account management staff dedicated to each enterprise-level client. Many leadership, management, and supervisory staff members have subject matter expertise in highly regulated industries with an average screening tenure of over 10 years.

3. List all professional or healthcare industry associations PROPOSER is a member of.

AccuSourceHR is a founding member of the Professional Background Screening Association (PBSA), is PBSA accredited, and all our production and client support staff hold PBSA FCRA certifications.

4. Detail your organization's experience working with other large Medical Centers and/or Healthcare Systems.

In addition to the references provided, AccuSourceHR collaborates with medical centers of comparable size and scope across the healthcare industry. One notable instance can be found in our partnership with a healthcare client located in the central United States. This medical center conducts approximately 1900 annual background screenings. This client has expressed genuine contentment with our services, serving as a testament to our ability to consistently meet and exceed expectations.

AccuSourceHR's successful collaboration with medical centers like UMC reflects the trust placed in us by our clients and our commitment to providing exceptional support.

5. Detail your experience with Joint Commission standards.

Through our collaboration with numerous healthcare clients, including those subject to The Joint Commission's standards, AccuSourceHR has consistently demonstrated our expertise in delivering comprehensive solutions that align with the commission's requirements. Our understanding of The Joint Commission's protocols, guidelines, and expectations allows us to provide tailored services that contribute to the successful accreditation and ongoing compliance of our healthcare partners.

AccuSourceHR recognizes the importance of ensuring the necessary qualifications meet the Joint Commission's criteria. By offering specialized screening services, AccuSourceHR helps healthcare organizations mitigate risk and maintain compliance with the Joint Commission's standards.

6. References:

*Provide a list of three (3) healthcare client references, preferably of similar size and complexity of OWNER. Include company name, key contact(s) name, contact phone number, and contact email address.

1. Neighborhood Healthcare

Contact: Sean Campbell – Director, Talent Acquisition and HR Operations

Phone: 858-727-9138

Email: Sean.Campbell@nhcare.org

2. Owens&Minor

Contact: Anne Wallace – Sr. Director of HR

Phone: 678-451-8085

Email: anne.wallace@owens-minor.com

3. The University of Texas Rio Grande

Contact: Aubrey Murray – Employee Relations Manager

Phone: 956-665-2991

C. Proposed Solution:

- 1. Provide information concerning the product and/or solution you are proposing and how your solution would meet the requirements in Exhibit A.
- a. Discuss implementation and training strategies that will be utilized with product selection including a draft conversion plan and timetable that would be used for implementation. The plan must cover the period from award of business through post implementation review.

During the discovery call, we will delve into the details of how our solution aligns with the University Medical Center's needs and objectives. We'll discuss not only the packages we offer but also how we plan to implement the solution and provide the necessary training to ensure successful integration.

b. Detail the task responsibilities and distinguish between PROPOSER and OWNER.

AccuSourceHR requests the University Medical Center's key personnel be available during the initial setup phase, particularly for package configuration and platform permissions. This collaborative effort ensures a seamless and tailored experience that aligns with your specific needs and preferences.

c. List any time-saving features and benefits of service.

University Medical Center personnel have the option to submit background screening requests through the TazWorks platform without the need for integration, providing a quicker pathway to process their tasks. Furthermore, AccuSourceHR offers the convenience of pre-account training, enabling users to familiarize themselves with the platform before its full activation.

Moreover, AccuSourceHR extends the opportunity for a preliminary meeting before the Master Service Agreement (MSA) is finalized. This proactive step ensures a comprehensive grasp of the available packages, enabling tailored account setup well in advance of MSA execution. This strategic approach streamlines the process and ensures a well-informed and efficient onboarding experience for all parties involved.

d. List any assumptions

There are no existing hindrances or assumptions that would impede our ability to promptly establish and implement your account. Our team is fully prepared and equipped to initiate the process efficiently, working diligently to ensure a timely and seamless setup.

e. List any constraints

The integration of NeoGov can be a constraint. However, NeoGov integration is typically an efficient process.

f. Please describe the top three (3) features and benefits that distinguish your service and company from those of your competitors, clear stating why the PROPOSER system is best suited to this RFP. What unique capabilities does your organization offer? How do you stay ahead of your competition? Our setup process is designed to be highly efficient, with the ability to get your account operational in under 3 days, provided we receive the Master Service Agreement (MSA) and all required information

from your end. Once these essentials are in place, AccuSourceHR swiftly initiates the setup process, ensuring seamless and expedited integration.

Our platform boasts robust reporting capabilities, allowing you to access comprehensive insights and data analysis to support your decision-making processes. Additionally, our integration with NeoGov's Applicant Tracking System is characterized by its quick and efficient setup.

D. Account Management:

1. How would your organization service our account? What methods of communication would your company propose? How many staff members will be assigned to this account and what specifically will be their role in supporting us?

During Implementation, AccuSourceHR will assign a dedicated team of professionals to analyze individual implementation needs and work closely with your staff to ensure a seamless transition into our easy and user-friendly web-based platform.

Key account personnel, including our Customer Success team, are available for live support during normal business hours via email, phone, and live chat. AccuSourceHR also supports a chat, applicant portal, and resource library on our website, capable of providing answers to many common questions 24/7/365. AccuSourceHR consistently maintains an average of 95% of all incoming calls answered live by our Customer Success team during normal business hours.

2. What is your organization's implementation plan for onboarding our account?

A full description of AccuSourceHR's implementation plan can be found in Section 8, Technology and System Capabilities, question e.

3. Detail what components and how many complete background checks could be cleared on a daily basis. What would be the expected turnaround times associated with your services? (Please specify for both bundled packages and al-a-carte.)

AccuSourceHR's average turnaround time for all services conducted is 1-3 days. This includes a-la-carte and bundled packages. Our most recently published average turnaround time company-wide is 2.67 days. AccuSourceHR always strives to complete each screening file in the shortest time feasible while maintaining quality and compliance standards.

4. Explain how the information obtained on the applicant is validated?

AccuSourceHR utilizes a minimum of two (2) matching identifiers, including name (first and last name, including middle name as applicable), date of birth, driver's license number, social security number, and

current or previous address history to validate if a record found is associated with the subject of the background screen.

If an individual's name is on the US Census Bureau List of Common Names, validation of the record for reporting requires three (3) matching identifiers.

5. Specify how the information on the candidate is acquired; what systems are used?

Unless a service requested specifically (by service definition) requires a database search, AccuSourceHR will first attempt to complete the search or verification through the direct record source. If a direct source is unavailable, AccuSourceHR will investigate other methods and sources available to facilitate the completion of the service. For example, suppose the direct contact for an employment verification request outsources their employment verifications to a third-party data provider. In that case, we will seek verification from the data provider as it is the only available source of verification. However, suppose the source for employment or education verification is unresponsive. In that case, we will review other potential sources of verification by calling the corporate office or school district directly to complete the verification. If we uncover a possible record on a criminal database product, we will work to confirm the record at the direct source (often the county or federal district court). In all instances, AccuSourceHR strictly adheres to FCRA guidelines in addition to any state or local reporting guidelines for all records contained in consumer reports.

6. Specify at what point you discontinue efforts in attempting to verify information?

We generally make at least three (3) attempts to contact a reference, employer, etc. The number of attempts is negotiable based on client-defined business rules.

7. How do you stay on top of new regulations/trends within the industry and how do you inform your clients?

AccuSourceHR also strives to ensure ongoing compliance training and support is available to all client partners. We offer bi-annual compliance webinars to ensure the availability of training in new regulations and industry trends. Our webinars also provide client partners with complimentary Human Resources Certification Institute (HRCI) and Society of Human Resource Managers (SHRM) continuing education credits. Additionally, AccuSourceHR provides regular blog content on evolving compliance legislation and screening best practices.

8. Advise if third-party vendors are used to conduct any aspect of the background? If so, please specify under what conditions they would be used.

AccuSourceHR, Inc. will not subcontract any portion of the work specified in the scope of work requested by the University Medical Center. As needed, we utilize independent court researchers for direct court records searches unavailable online.

9. Describe how your organization measures and reports client satisfaction and service success. How can clients make comments on your organization's service?

AccuSourceHR assesses customer satisfaction through the following methods:

Client survey

Strategic account specialists

Strategic planning calls

Direct feedback from customers

Additionally, we proactively monitor accounts for changes in the number of requests and other more subtle communications that may hint at underlying difficulties or challenges. Ultimately, AccuSourceHR strives to maintain clean and transparent communication channels to ensure client satisfaction and will go above and beyond to support our clients and their needs.

10. Provide a sample of invoice and report templates. Please provide a copy of a sample service level agreement.

Attached AccuSourceHR has provided a copy of our standard invoice. The TazWorks platform allows for extensive customization of invoices.

The attached sample reports are accessible through the TazWorks platform. These comprehensive reports offer valuable insights into various aspects of pending and completed background screening requests.

Included among these reports are:

Hit Ratio Report: This report provides a summary of the results from background screenings, specifically focusing on the occurrence of "hits" and "no hits" in the context of the information being checked.

Product Utilization Report: Track the usage and performance of products that have been ordered within the TazWorks platform.

Status Report: Stay informed about the current state of background screening reports, providing a snapshot of progress, and identifying areas that may require attention.

Time Service Report: Monitor and evaluate the efficiency of service delivery.

E. Services Provided and Fee Structure:

a. Complete the Pricing Table listed on page 9 to indicate what type of services your organization offers and pricing of such service.

Please see attached pricing.

b. Describe the products and services that are included in your organization's standard pricing? Provide sufficient levels of detail to identify what service levels and what products are included in this pricing.

AccuSourceHR's pricing structure is designed to provide full transparency and easy identification of service costs. Price adjustments (price increases) are very infrequent and are only implemented when processing costs (driven by market conditions) for a single service component or group of components rise significantly, creating the need to increase the client cost for the service. An example is when a significant rise in overall national healthcare service costs necessitated increased substance abuse testing service costs to accommodate increases in laboratory processing and specimen collection fees. Each drug testing component required a \$3.00 increase in service rate. Clients were provided with a 30-day notice of the increase in writing, and the \$3.00 increase was applied evenly to each client's base rate for each drug testing component in their program, preserving any volume discount or cooperative agreement preferred pricing rates established for each affected client.

Periodically, court data access fees, motor vehicle record access fees, third-party database access fees (for employers and educational institutions outsourcing record management), and other data access fees may increase with limited notice. These are levied by individual data sources (for example, a county

superior court or state department of motor vehicles) and are always billed to clients at pass-through cost without markup. Whenever possible, upon notification of a fee increase by the data provider, AccuSourceHR immediately notifies clients of both the amount of the pass-through fee increase and the effective date. Please note, an increase in pass-through fees normally has industry-wide and is not unique to AccuSourceHR.

To the fullest extent possible, AccuSourceHR is committed to preserving negotiated contract rates for cooperative agreements and preferred pricing contracts for the full term of the contract and generally only seek to increase a negotiated service rate under the market conditions identified above.

AccuSourceHR can create infinite package options based on client needs. Single services can be grouped for ease of selection and promotion of compliance for end-users. Additionally, packages aligned with a specific search scope (i.e., 7 years of criminal history for all true names, 5 years of employment history) can be included in a single package for cost efficiency and ease of use. When a package based on specific search scopes is requested, AccuSourceHR relies on defined averages and single service base cost to identify the price for each service in the package.

c. Does your company offer bundled packages? If so, please list such packages, what is included and the pricing.

AccuSourceHR works with each client to develop a program and scope of work specific to individual client needs. We can create custom screening packages and support an a la carte menu of single product search components. Clients may add additional search components to an existing package as needed. The client can define both individual product components and bundled service package needs during the onboarding and implementation process and further adjust to meet evolving requirements throughout the life of the account. We have the industry expertise to provide best practice recommendations to ensure compliance and meet your company's needs.

d. Advise of any pass thru charges OWNER may experience; and specify under what conditions such charges may occur?

AccuSourceHR includes contract pricing in the scope of work for each client. Additionally, the terms and conditions of each Client Master Services Agreement (or MSA addendum when client-owned contracts are required) clearly define contract pricing and any applicable cooperative agreement pricing. Should a client add additional services post-implementation, any pricing addendums further reference applicable cooperative agreement pricing as well as clearly define pricing for each added service. AccuSourceHR's billing software and order processing platform (TazWorks) are integrated to ensure that client-specific pricing established in the TazWorks platform is reflected in each billing invoice. Invoices are configurated to show package or individual service component pricing and any applicable pass-through fees attributed to each screening file ordered, and billing detail is associated with each screening candidate's name and file number.

e. What products or services do you provide free of charge, if any?

In the event of a consumer dispute, AccuSourceHR conducts a reasonable reinvestigation, free of charge, to determine if the dispute has merit and if correction is warranted in full compliance with FCRA requirements. We will complete the reinvestigation process and further correct and/or delete any inaccurate disputed information within 30 days. Additional value-add ons can be found in Section F.

f. Provide pricing for volunteer checks.

AccuSourceHR can assist UMCSN with volunteer checks. AccuSourceHR will work with UMCSN to customize and create a volunteer check package to meet your specific needs. An example volunteer package can be found on Attachment B, Scope of Services and Fee Schedule.

g. What is the cost for semi-annual sanction checks for employees?

AccuSourceHR offers various levels of options for sanction checks to cater to diverse client needs, which are as follows:

- SanctionSource Level 1 federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC and state Medicaid sanction databases.
 - Primary name based on Social Security Trace semi-annual check is \$2.50 per employee.
 - o All true names based on Social Security Trace semi-annual check is \$3.75 per employee.
- SanctionSource Level 3 federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC, and state Medicaid sanction databases. As well as state licensing and board disciplinary action data for all 50 states.
 - o Primary name based on Social Security Trace semi-annual check is \$5.00 per employee.
 - o All true names based on Social Security Trace semi-annual check is \$7.50 per employee.

h. Do you offer webinars to your clients? If so, is there an additional fee?

AccuSourceHR believes in creating strong partnerships with each client and supporting their training needs beyond system usage. We offer ongoing live and recorded webinars covering topics central to the needs of the human resources community to ensure they remain up to date on changing legal regulations and responsibilities as well as industry best practices. Many webinars are certified for continuing education credit by the Society of Human Resources Management (SHRM) and the Human Resources Certification Institute (HRCI.)

All webinars are provided to clients free of charge.

i. Does your services provide integration with Application Management Systems? i.e., NeoGov. Yes, AccuSourceHR can provide integration with AMS such as NeoGov. There is a one-time fee for integration with the NeoGov platform. This fee is billed at the time of integration.

j. Provide an outline of your Pass Through fees.

Periodically, court data access fees, motor vehicle record access fees, third-party database access fees (for employers and educational institutions outsourcing record management), and other data access fees may increase with limited notice. These are levied by individual data sources (for example, a county superior court or state department of motor vehicles) and are always billed to clients at pass-through cost without markup. Whenever possible, upon notification of a fee increase by the data provider, AccuSourceHR immediately notifies clients of both the amount of the pass-through fee increase and the effective date. Please note, an increase in pass-through fees normally is industry-wide and is not unique to AccuSourceHR.

F. Value Adds:

Indicate in detail any value-added programs that will realized as a result of awarding this contract to your organization. Provide examples where possible.

AccuSourceHR includes a range of value-added services that enhance the experience, including:

Customer Success - Dedicated account manager with backup support 5:00 am – 5:00 pm PST.
 Telephone and email support.

- AccuSourceHR Proprietary Verification Process Daily verification attempt on different days and times. Completion rate 98%.
- Account Implementation Customized account implementation.
- Best Practices

Review of current screening program with best practices recommendations.

Adjudication matrix consultation and assistance.

Legal updates and development affecting the screening industry.

- Training Web-based system training for new users.
- TazWorks

Secure 24/7 online account management, report ordering, and retrieval.

Unlimited system users, controlled permissions based upon user rights, and customized packages. Online compliance report tools.

Single-click pre-adverse/adverse action letters.

Duplicate order checking.

Automatic e-mail alerts upon report completion.

Customizable order entry required fields to ensure required data capturing for specific situations.

- QuickApp With this tool, recruiters can minimize their workload by transferring all the data entry transactions to the applications. QuickApp helps you avoid order-entry errors and liabilities by having the applicant complete all the data entry necessary for the requested background checks services as well as all the required consent forms.
- Quality Control & Compliance Review every report by our Q/C team for accuracy and compliance per FCRA and other federal, state, and local requirements.
- User-friendly Management Reports You can access a variety of self-service reports in real-time
 that allows you to keep track of the various aspects of your screening program such as
 turnaround time, previous orders, costs, invoices, etc.
- E-Signature Feature This feature saves you time and reduces the recruiter's workload substantially when it comes to processing and storing the paper release forms.
- Integrated Drug and Background Screening Reports All drug screening results are integrated with our easy-to-read background screening reports. You can review the results of the drug test and background check simultaneously in one location.

G. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

AccuSourceHR gives the technology and best people support. Since our inception in 1999, we've balanced offering the latest in technology resources with providing direct, consistent, and supportive client care because we understand your business is unique and you deserve a customized solution tailored to your needs.



Customer Service

KPI	Benchmark	Commitment	Impact	Remedy
Availability and Administrative Support	AccuSourceHR will be available to Client with administrative support 6am-5pm PST. 100% of monthly invoices submitted will	 AccuSourceHR will provide single point of contact for Administrative Support. AccuSourceHR must respond to Client telephone or email inquiries within 2 hours (during hours of operation). AccuSourceHR will submit to bi-annual audit 	High High	 AccuSourceHR will resolve any repeated issue users raise that Client deems critical to meet commitment within 30 days. Client will have the right to request removal of any associate from Client account. AccuSourceHR will refund any discrepancy
	be accurate to rate.	AccuSourceHR will provide monthly invoice.		proved to be within invoicing system.
Timely Invoicing	Invoices will be submitted to Client by each month.	AccuSourceHR will submit to audit at the discretion of Client.	High	 AccuSourceHR will remedy any late invoicing immediately.
Customer Satisfaction	AccuSourceHR will meet customer satisfaction rate.	 If requested, AccuSourceHR and Client will jointly create customer satisfaction survey and will survey end users on a mutually agreed upon time frame and provide Client reports on data collected. AccuSourceHR will achieve a customer satisfaction rate of 90% or higher (customer is defined as a Client' end user). 	High	 AccuSourceHR will resolve any repeated issue that users raise that Client deems critical to meet commitment within 30 days.
Delivery of End Product	AccuSourceHR will deliver reports according to defined commitment.	 80% of reports will be returned in 24-72 hours from investigation start date. Exceptions: (factors outside of AccuSourceHR's control, including but not limited to, holidays, court closures, natural disasters or other governmental procedures limiting AccuSourceHR's performance). If a report is delayed, AccuSourceHR will provide for notification to client through the SourceDirect platform. 	High	 AccuSourceHR will provide a monthly analysis of why SLA was not met, submit a plan for improvement and will implement the plan within 30 days.
User Maintenance	New users will be set up within 24 hours of initial request.	User will have platform access within 1 hour of set up.	Medium	 AccuSourceHR will provide plan to improve turnaround time and will implement within 30 days.



KPI	Benchmark	Commitment	Impact	Remedy
				 AccuSourceHR will allocate staff to ensure
				technical support personnel are sufficient to
				meet SLA. See Footnote 1.

Process

KPI	Benchmark	Commitment	Impact	Remedy
Receipt of new request from Client	 All requests submitted to AccuSourceHR by 12:00 noon PST will enter into the AccuSourceHR system and start the same business day; requests submitted after 12:00 pm PST will enter AccuSourceHR system the same day but may start the following business day. If request is reviewed by AccuSourceHR, and there is missing information, AccuSourceHR will notify Client requestor within 2 hours. 	As recorded in the Web site.	Medium	 AccuSourceHR will provide analysis of why SLA was not met, plan for improvement and will implement plan within 30 days. AccuSourceHR will staff to ensure that this SLA is met. See Footnote 1.
Authorization of services provided	 AccuSourceHR will only provide services identified and authorized on request form or submitted through SourceDirect platform. 	 Client will monitor services provided by AccuSourceHR, to ensure compliant with policies and authorized by Client. Client will provide monthly report of service errors identified by Client to AccuSourceHR. 	Medium	 AccuSourceHR will credit Client for cost incurred for services not authorized by Client. AccuSourceHR will provide analysis of why SLA was not met, plan for improvement and will implement plan within 30 days.
Ad Hoc Reporting, and Customized Reporting Tool for Client	 AccuSourceHR will investigate and respond to Client within one week (5 business days) for any reporting requests. AccuSourceHR will agree to make any changes that Client deems business critical. AccuSourceHR will advise as to the impact of implementation of a feature that will prohibit future upgrades. 	 Client will maintain a prioritized list of reporting requests and review this list monthly with AccuSourceHR. AccuSourceHR will provide quarterly report identifying the requests in process and implementation time frames. AccuSourceHR will provide analysis of any requested change with respect to future upgradability. 	Medium	 AccuSourceHR will provide analysis of why SLA was not met and will provide plan for future improvement. AccuSourceHR will implement plan within 30 days. AccuSourceHR will staff to ensure that this SLA is met. See Footnote 1.



Hosting

KPI	Benchmark	Commitment	Impact	Remedy
Availability	99.9% uptime (excluding scheduled maintenance windows) 7 days a week, 24 hours per day	AccuSourceHR will provide monthly report on request.	Critical	 AccuSourceHR will provide analysis of why SLA was not met, plan for improvement and will implement the plan within 30 days. AccuSourceHR will upgrade server, and any required equipment, at own expense.
Concurrent Users	Application will support unlimited concurrent users without any degradation of speed, functionality, etc.	AccuSourceHR will provide reports to Client as requested showing concurrent users.	High	 AccuSourceHR will upgrade server(s) to level that can accommodate user load. AccuSourceHR will provide detailed documentation within 48 hours on planning for load support when new user additions are planned/scheduled or there has been a degradation of speed as it relates to Client customers.
Notification	AccuSourceHR will contact Client by email or other acceptable means within 15 minutes when it has been determined that the application will be unavailable for more than 15 minutes, 24 x 7.	AccuSourceHR will provide notification following an incident defining cause and remedy.	High	AccuSourceHR will provide analysis of why SLA was not met, plan for improvement and will implement plan within 30 days.

Application

KPI	Benchmark	Commitment	Impact	Remedy	
Future Enhancements	 AccuSourceHR will investigate and respond to Client within one week (5 business days) for any requested changes to the application. AccuSourceHR will agree to make any changes that Client deems business critical. AccuSourceHR will advise as to the impact of implementation of a feature that will prohibit future upgrades. 	 Client will keep list of requested business critical changes; AccuSourceHR will provide quarterly report of those changes and implementation time frames. AccuSourceHR will provide analysis of any requested change with respect to future upgradability. 	High	 AccuSourceHR will provide analysis of why SLA was not met and will provide plan for future improvement. AccuSourceHR will implement plan within 30 days. Changes that are software driven, must adhere to a mutually agreed upon timeline by AccuSourceHR and Client. AccuSourceHR will staff to ensure that this SLA is met. See Footnote 1. 	

^{1.} Volume - Fluctuation in monthly volume of greater than 50% may have an impact on certain aspects of the SLA. Failure to provide prior notification of substantial changes in volume may void certain elements of the SLA.

AccuSourceHR's Response to Section 6 – Staffing / Project Team

Provide an explanation of the Proposer's project management structure and key personnel, and/or subconsultants, for the services. It should include the following:

a) An identification of the proposed Project Manager and other key personnel (project staff) who will be responsible, with resumes (limited to one page per person) describing their qualifications for each position.

The University Medical Center will be provided with a National Account Manager, Shelly Reeder. Shelly will be a dedicated point of contact for client program administration personnel and advanced client end-user needs. Our US-based customer service team supports the account manager for standard client end-user and applicant support needs. AccuSourceHR logs all customer service requests through our CRM, which allows all information to be stored and tracked in one location. Shelly will be responsible for regular auditing of support request tickets to identify patterns that need process improvement or additional end-user training. She also maintains a direct partnership with the primary contact(s) at the University Medical Center to ensure each account continues to operate at optimal efficiency. Clients are engaged in quarterly and annual account reviews to ensure any challenges are identified quickly and corrective action is taken to ensure resolution.

Shelly Reeder, National Account Manager

Shelly Reeder has over 10 years of employment screening industry account management experience. Shelly is a dedicated professional with a passion for client success. She plays a key role in client fulfillment, senior-level account management, and overall client satisfaction in the portfolio of accounts she manages. at a high level to ensure satisfaction and retention while clearly and concisely communicating the client's needs to assist in the growth not only of the customer but of our partnership.

The University Medical Center's dedicated sales manager is Kristin Fehrenbacher. Should the University Medical Center want to discuss any aspect of our services, Kristin will be readily available to aid and address your needs.

Kristin Fehrenbacher, Regional Sales Manager

Kristin joined AccuSourceHR in November 2021. She has over 22 years of sales and customer support experience, including 12 years of experience in the background screening industry. Kristin is well-versed in a broad variety of screening products and services and has extensive knowledge of best-practice solutions for a wide array of industries. She holds a Bachelor of Science degree in Business Administration from California State University, Sacramento, and maintains a basic FCRA certification through PBSA.

b) Indication of the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

AccuSourceHR is a growing organization, and we continuously expand our client base yearly by double digit growth. We maintain dedicated processes to recruit and onboard new staff members. Each new team member undergoes a rigorous training program to ensure our high-quality standards are achieved in each service we provide. Additionally, all team members are cross-trained into more than one functional role to ensure we can adjust staff as needed to meet the needs of special projects and/or significant growth in client screening volume.

c) A description of the role and responsibilities of each of the key personnel (or sub-consultant)

UNC's Account Manager also monitors turn-around-time (TAT) trends, enabling her to provide insightful analysis and recommendations for optimization. They stay abreast of emerging industry trends and innovations. As an integral part of our commitment to ongoing learning and improvement, they actively participate in regular webinars and training sessions.

Additionally, each client's Account Manager is assisted by the Customer Success team members who directly support all common end user and candidate needs. The Customer Success team elevates any specialized needs to the Account Manager for timely support and/or resolution.

The Customer Success team will receive training on the established Scope of Work for your program and will support the University Medical Center end users on issues including login concerns, status updates, technical issues, requests for rush orders, and general questions concerning individual screening reports. Additionally, this team is available to the University Medical Center applicants to assist with any questions related to completing their profile, technical issues, or dispute concerns.

d) A description of the project team's experience in working together on similar work.

Over 60% of AccuSourceHR staff have greater than 3 years of longevity with AccuSourceHR, and our leadership team has an average industry tenure of 17 years. Many of our team members have worked together for numerous years creating a great dynamic and synergy of dedicated individuals jointly focused on providing best-in-class care and results.

AccuSourceHR's Response to Section 8 – Technology and System Capabilities

UMC seeks a technology-based solution in the performance of background checks for applicants. Once the system has been implemented, it is expected that the program will undergo an audit of 25 (files, records, invoices, etc.) no less than Quarterly (monthly, quarterly, semi-annually, or annually) to determine effectiveness, needs for updating or changes, potential need for termination, or other circumstances.

a) Provide an overview of your company's system, infrastructure, ability to integrate with UMC systems, and software capabilities. Include details on how each are applies as a proposed solution.

AccuSourceHR maintains advanced technological capabilities through our TazCloud™ platform and our ATS integrations. For the submission and receipt of reports, UMC can utilize our TazCloud™ platform, or an integration such as NeoGov. More information about TazCloud™ can be found below.

TazCloud™ is an easy-to-use system designed to accommodate a wide variety of client requirements. The intuitive online system contains features that help manage complex needs of large organizations, as well as the simple requirements of smaller companies. Upon system login, UMC will only be a few clicks away from utilizing a world-class screening solution that will afford you an amazing user experience. Some of the most impressive features of our extremely configurable and fully customizable system include:

- Jurisdiction look-up and selection tools
- Duplicate order checking
- Controlled permissions based upon user rights
- Automatic email alerts upon report completion
- Customizable required fields for order entry
- Electronic acknowledgment and capture of disclosure and consent documents
- Integrated adverse action

b) Explain system constraints. Include throughput, response time, and CPU utilization, etc.

TazCloud™ maintains a 99% uptime record. When network maintenance is scheduled, TazCloud announces them in advance. Whenever possible, all system maintenance occurs on weekends and evenings after hours to ensure minimal disruption to clients. TazCloud has incident response and escalation procedures in place to address and manage unexpected incidents. Additional information can be found in TazCloud's SOC2 report.

c) Provide a high-level overview and technical summary of system implementation and integration with existing UMC systems

AccuSourceHR has an existing NeoGov integration with the TazCloud™ platform. Additionally, we have technology resources available through our technology partners for supported integration projects. AccuSourceHR has a dedicated implementation team that oversees implementation and integration projects.

d) Specify network requirements

The machines hosting the services are protected inside a private network and password protected. Access to these machines is limited to users, and access is limited to very few IP/Mac addresses. The end users operating the TazWorks platform to carry out services are protected in a private network at the

office. They might be connected to personal networks while working remotely, but their data protection consists of NGAV and Cloud filtering services to prevent access to unauthorized or malicious websites.

e) Provide a timeline from Notice of Award to "Go-live"

The following is the project plan outlined for University Medical Center.

Week 1 - Initial Planning Meeting

- The intent of this meeting is to review project scope, determine specific client needs supported through the integration and evaluation of account structure requirements (decentralized or centralized
- Obtain account-specific detail company structure, location information, and user hierarchy
- Identify specific product availability to system users (any restrictions in service package(s) and a la carte services for a specific user or user group)
- Determine all required ordering processes and processes for returning screening results.
- Identify invoicing needs and billing requirements including the addition of any cost center codes
- Review integration needs in preparation for initiating the integration process
- Establish service goals and define expectations
- Introduction of a dedicated Senior National Account Manager
- Determine end-user training requirements
- Establish a Definitive plan for the following:
- Tasks to facilitate the implementation plan
- Assign Responsibility and deadline assignments based on the tasks required.
- If integration will be facilitated in tandem with implementation, determine stakeholders and set integration timeline and develop a project plan
- Set go-live date and document training needs
- Success planning and client agreement on both implementation and integration project plans

Weekly Milestone Calls

Following the assignment of tasks determined during the implementation planning meeting AccuSourceHR will host a series of milestone calls to ensure both the implementation and integration, if required, remain on schedule.

If an integration is facilitated in tandem with the implementation plan, then AccuSourceHR will manage required integration status calls simultaneously to the implementation process and will combine the calls when appropriate.

- Definitive Plan for milestone check-ins
- Set agenda and review assigned tasks
- Determine unresolved tasks and timelines for completion managing back to the established go-live date
- Assign additional tasks as needed and track progress on task lists
- Identify incomplete tasks and establish a timeline for completion

Critical Action Meeting

A few weeks prior to the completion of the implementation project, AccuSourceHR will host a call to ensure all tasks are scheduled for completion in support of the established go-live date.

- Critical action topics
- Review any implementation tasks pending completion and establish a plan for completion
- Account implementation status review

Review and execution of training plan, and establish the schedule for makeup training, if required. Post Critical action meeting, AccuSourceHR will meet with our internal teams to provide an account briefing on client-specific processes and account business rules.

Go-Live

Shortly before the go-live date, AccuSourceHR will coordinate a call with key University Medical Center contacts to review processes and ensure all tasks were completed as defined. AccuSourceHR's implementation and account management teams will coordinate efforts for an internal hand-off from implementation management to postimplementation.

account management. The University Medical Center's dedicated National Account Manager will provide strategic partnership support to ensure the facilitation of an efficient screening program.

f) Provide an overview of system training options

Before start-up, all users will be trained on our web-based system during implementation. Post-implementation, AccuSourceHR will provide ongoing web-based training, webinars, and consultations upon client request at no additional charge. In addition to the training mentioned above and education opportunities, AccuSourceHR also maintains numerous resources, such as industry-specific blog posts and webinars, to keep clients informed and engaged.

g) Describe any specialized hardware or software requirements that must be purchased or upgraded prior to implementation

Any change to major business processes or processing software must be reviewed by the AccuSourceHR leadership team and approved by AccuSourceHR's CEO. Changes to processing software must be tested in a controlled test environment with errors identified and corrected before going live. All integrations with client ATS/HRIS platforms undergo a similar testing process prior to going live. Only IT development personnel and integrations staff have access to implement upgrades and changes in the production environment.

h) Identify in-house IT staff requirements

AccuSourceHR's Security Policy has been the subject of numerous third-party audits measuring standards to prevent external threat penetration, protection of sensitive data (including PII and health records), and security of confidentiality and privacy. This includes audits by independent TransUnion, Equifax, and PBSA auditors. AccuSourceHR has never failed an audit, and any auditor recommendations will always be addressed with high priority. Further, AccuSource's IT network meets HIPAA compliance as we use Microsoft E3 Enterprise with advanced threat protection and active directory premium. All outgoing emails with sensitive or confidential data are encrypted, and incoming emails containing the same are subject to advanced security protection, meeting defined HIPAA standards.

AccuSourceHR maintains both Business Partner and confidentiality agreements with any vendor who may access consumer Personally Identifiable Information (PII) or client data. The very nature of the screening process requires certain parties to have access to consumer PII to successfully provide quality research results. Consumer and client protection is strictly supported by ensuring clear agreement on the use and handling of PII and other sensitive data is communicated and ensured by every person who touches the data including AccuSourceHR staff and vendors. Third-party vendors and contractors may include collection facilities, credit bureaus, clinics, court researchers, our platform provider, TazWorks, and more. Each third-party agrees to support clearly defined, commercially acceptable practices and system protections in an overall effort to ensure end-to-end protection of PII and sensitive healthcare records.

I) Process for implementing system upgrades and changes

Requests for system upgrades and changes should be submitted to AccuSourceHR by Account Manager or Customer Success. Those requests will be submitted to TazWorks, a MeridianLink Company, which owns the InstaScreen platform.

AccuSourceHR Response to Section 9 – Invoicing, Reporting, and Record Keeping

1. INVOICING

- A. The company shall invoice UMC on a Monthly basis. The invoice shall list the following:
- Date, order number, candidate name, last 4 digits of social security number, requestor (UMC employee), type of report, and fee for each fulfilled order.
- Invoice date, number of reports month-to-date, number of reports year-to-date, total due
 Billing is generated monthly following the placement of screening orders. At the close of each month,
 AccuSourceHR generates invoices based on the orders that have been placed. Invoices may be mailed or
 sent to clients electronically. Most clients elect to receive invoices via an electronic format. Invoices
 contain a listing of all fees and services processed in addition to the candidate's name, along with the
 requestor on the file. If desired, department or reference codes may be utilized to segment costs for
 easy allocation to specific cost centers. AccuSourceHR has the capability to include the date, order
 number, candidate name, last 4 digits of social security number, requestor, type of report, and fee for
 each fulfilled order. Invoices can be exported to Excel for easy sorting and departmental allocation by
 the client.

AccuSourceHR has extensive invoicing capabilities and can customize our invoicing/billing processes to meet client needs. This will be established/noted during the Account Implementation phase if a client requires a specific invoice type. We can customize invoice processes according to invoice type, frequency, distribution locations, and other unique factors defined by individual client need. Additionally, we can provide individual invoices to each department/location with a master bill to accounting or bill accounts payable directly with a single invoice segmenting each department subaccount. AccuSourceHR strives to ensure the support of client processes.

B. Provide a sample of your company's invoice

AccuSourceHR has attached a sample of our invoice for your reference. Our invoicing capabilities are highly adaptable to meet the unique needs of our clients. Whether you require specific modifications, additional details, we have the expertise to tailor our invoicing system to align with the University Medical Center's requirements.

2. REPORTING

A. Provide templates of reports your company will provide

Attached are several of our standard reports that are available through the TazWorks platform including a Hit Ratio Report, Product Utilization Report, Status Report, and Time Service Report. Additional information regarding these reports can be found in Section D of this RFP.

B. Provide a template of your company's standard service Agreement AccuSourceHR has attached a copy of our Master Service Agreement. AccuSourceHR requires all clients to sign a Master Service Agreement to ensure agreement on the terms and conditions of our relationship and an understanding of required compliance and use standards.

3. RECORD KEEPING

A. Provide a detailed explanation of your company's record keeping methods (ex: Length of time records are maintained, Security procedures to safeguard information, Technology based systems and capabilities)

All files are purged three (3) years after the order completion date. Clients are provided access to the system for 90 days after they terminate service, allowing them to pull their reports from the system. Upon request, AccuSourceHR can accommodate client specific record retention policies. AccuSourceHR places a high level of priority on data privacy and overall security. We continuously invest in resources to prevent high publicity threats such as viruses, denial of service attacks, and other malicious activities over the internet, as well as to maintain the integrity and confidentiality of sensitive application data such as credit reports, social security numbers, and other identifying information. The development staff uses industry-leading technology to secure TazWorks and its operating environment, including client authentication (password-controlled access), Secure Sockets layer (SSL) protocol, 256-bit data encryption, public-private key pair, firewalls, intrusion detection, filtering routers, and data backups. Each component acts as a layer of protection to safeguard information from unauthorized users, deliberate malfeasance, and inadvertent loss.

AccuSourceHR, Inc. 11811 N. Tatum Blvd., Suite 3090 Phoenix, AZ 85028

<u>Invoice</u> Summary

ACME General	
1 Main Street	
Purcellville, VA 20132	

For Profiles Completed
2021-04-01 00:00:00 - 2021-04-30 23:59:59

Invoice Date 05/01/2021

Invoice # 17000

Accounting Code	Applicant	Profile Number	Retail Price	Fees	Total Cost
	Doe, John	PRO-2013-00000001	\$30.75	\$18.00	\$48.75
	Acme, Jane	PRO-2013-00000002	\$30.75	\$5.00	\$35.75
# of Pro	ofiles: 2	Retail Price:			\$61.50
		Fees:			\$23.00
		Invoice Total:			\$84.50
				Please Remit	\$84.50

Hit Ratio Report

Search Centric Report for Investigative Searches Grouped By Client (ACME Test Company).

Start Date: 9/1/2020 End Date: 9/30/2020

Start Date.	3/1/2020 1	Liid Date.	3/30/2020				
Applicant	Client Name	Referred By	Date Completed Jurisdiction	Search Type	Hit I	File Number Da	ite Ordered Order Type
SAMPLE, JOE	ACME Test Company		9/5/2020 NATIONWIDE	Sex Offender Records Search	NO	632683	9/5/2020 employment
SAMPLE, JOE	ACME Test Company		9/6/2020 IL-MADISON	County Criminal Records Search	NO	632683	9/5/2020 employment
SAMPLE, JOE	ACME Test Company		9/6/2020 IL-SAINT CLAIR	County Criminal Records Search	NO	632683	9/5/2020 employment
SAMPLE, JOE	ACME Test Company		9/6/2020 ILLINOIS SOUTHERN	Federal Criminal Records Search	NO	632683	9/5/2020 employment
SAMPLE, JOE	ACME Test Company		9/5/2020 NATIONWIDE	National Criminal Database Search	NO	632683	9/5/2020 employment
MODEL, MICHAEL	ACME Test Company		9/20/2020 NATIONWIDE	Sex Offender Records Search	NO	636527	9/20/2020 employment
MODEL, MICHAEL	ACME Test Company		9/20/2020 NATIONWIDE	National Criminal Database Search	NO	636527	9/20/2020 employment
MODEL, MICHAEL	ACME Test Company		9/20/2020 MO-JEFFERSON	County Criminal Records Search	NO	636527	9/20/2020 employment
MODEL, MICHAEL	ACME Test Company		9/20/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	636527	9/20/2020 employment
TRIAL, THERESA	ACME Test Company		9/24/2020 IL-SAINT CLAIR	County Criminal Records Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/21/2020 ILLINOIS SOUTHERN	Federal Criminal Records Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/21/2020 NATIONWIDE	National Criminal Database Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/21/2020 NATIONWIDE	Sex Offender Records Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/21/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/24/2020 IL-MADISON	County Criminal Records Search	NO	636871	9/21/2020 employment
TRIAL, THERESA	ACME Test Company		9/21/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	636871	9/21/2020 employment
TEST, TOMMY	ACME Test Company		9/14/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/20/2020 NATIONWIDE	National Criminal Database Search	YES	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/14/2020 NATIONWIDE	Sex Offender Records Search	NO	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/14/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/20/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	YES	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/18/2020 IL-MADISON	County Criminal Records Search	YES	635252	9/14/2020 employment
TEST, TOMMY	ACME Test Company		9/14/2020 ILLINOIS SOUTHERN	Federal Criminal Records Search	NO	635252	9/14/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 NATIONWIDE	National Criminal Database Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 NATIONWIDE	Sex Offender Records Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/7/2020 GA-NEWTON	County Criminal Records Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 GEORGIA NORTHERN	Federal Criminal Records Search	NO	632664	9/5/2020 employment
MOCKUP, MICHAEL	ACME Test Company		9/5/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	NO	632664	9/5/2020 employment
WITNESS, WHITNEY LYNN	ACME Test Company		9/21/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	636798	9/21/2020 employment
WITNESS, WHITNEY LYNN	ACME Test Company		9/21/2020 NATIONWIDE	Sex Offender Records Search	NO	636798	9/21/2020 employment
WITNESS, WHITNEY LYNN	ACME Test Company		9/21/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	NO	636798	9/21/2020 employment
WITNESS, WHITNEY LYNN	ACME Test Company		9/21/2020 NATIONWIDE	National Criminal Database Search	NO	636798	9/21/2020 employment
WITNESS, WHITNEY LYNN	ACME Test Company		9/21/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	636798	9/21/2020 employment
APPLICANT, AMY B.	ACME Test Company		9/17/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	635431	9/17/2020 employment
APPLICANT, AMY B.	ACME Test Company		9/17/2020 NATIONWIDE	Sex Offender Records Search	NO	635431	9/17/2020 employment
APPLICANT, AMY B.	ACME Test Company		9/17/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	635431	9/17/2020 employment
APPLICANT, AMY B.	ACME Test Company		9/17/2020 NATIONWIDE	National Criminal Database Search	NO	635431	9/17/2020 employment
APPLICANT, AMY B.	ACME Test Company		9/17/2020 MO-SAINT CHARLES	County Criminal Records Search	NO	635431	9/17/2020 employment
ANTHONY, SUSAN B.	ACME Test Company		9/25/2020 IL-MADISON	County Criminal Records Search	NO	637185	9/24/2020 employment
ANTHONY, SUSAN B.	ACME Test Company		9/24/2020 NATIONWIDE	National Criminal Database Search	NO	637185	9/24/2020 employment
ANTHONY, SUSAN B.	ACME Test Company		9/24/2020 NATIONWIDE	Sex Offender Records Search	NO	637185	9/24/2020 employment
ANTHONY, SUSAN B.	ACME Test Company		9/24/2020 ILLINOIS SOUTHERN	Federal Criminal Records Search	NO	637185	9/24/2020 employment
CANDIDATE, CASEY	ACME Test Company		9/20/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	636545	9/20/2020 employment
CANDIDATE, CASEY	ACME Test Company		9/20/2020 NATIONWIDE	National Criminal Database Search	NO	636545	9/20/2020 employment
CARDIDATE, CASET	Acivic rest company		3/20/2020 NATION WIDE	National Chillinal Database Sedicii	NO	030343	J 20/2020 Employment

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PROBATION, PENELOPE	ACME Test Company	9/5/2020 NATIONWIDE	Sex Offender Records Search	NO	632458	9/5/2020 employment
PROBATION, PENELOPE	ACME Test Company	9/5/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	632458	9/5/2020 employment
PROBATION, PENELOPE	ACME Test Company	9/5/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	NO	632458	9/5/2020 employment
PROBATION, PENELOPE	ACME Test Company	9/5/2020 NATIONWIDE	National Criminal Database Search	NO	632458	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/6/2020 IL-SAINT CLAIR	County Criminal Records Search	NO	632427	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/5/2020 NATIONWIDE	Sex Offender Records Search	NO	632427	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/5/2020 ILLINOIS SOUTHERN	Federal Criminal Records Search	NO	632427	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/5/2020 NATIONWIDE	National Criminal Database Search	NO	632427	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/5/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	NO	632427	9/5/2020 employment
EXHIBIT, ELENA	ACME Test Company	9/5/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	632427	9/5/2020 employment
SUBPOENA, SANDRA LEE	ACME Test Company	9/24/2020 MO-SAINT LOUIS CITY	County Criminal Records Search	NO	637231	9/24/2020 employment
SUBPOENA, SANDRA LEE	ACME Test Company	9/24/2020 MISSOURI EASTERN	Federal Criminal Records Search	NO	637231	9/24/2020 employment
SUBPOENA, SANDRA LEE	ACME Test Company	9/24/2020 MO-SAINT LOUIS	County Criminal Records Search	NO	637231	9/24/2020 employment
SUBPOENA, SANDRA LEE	ACME Test Company	9/24/2020 NATIONWIDE	National Criminal Database Search	NO	637231	9/24/2020 employment
SUBPOENA, SANDRA LEE	ACME Test Company	9/24/2020 NATIONWIDE	Sex Offender Records Search	NO	637231	9/24/2020 employment
SUB TOTAL Records: 163 Yes Records (Hits): 4 No Records: 159						

4 Hit Ratio:

159

2.45%

163 Yes Records:

No Records:

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Total Subjects:

Product Utilization Report

Report Type: Search Start Date: 9/1/2020

Client	Code	Person Search	County Criminal Records Search	State Criminal Court Search	Federal Criminal Records Search	International Criminal Records Search		National Criminal Database Search		Employment Verification	DOT Drug, Alcohol & Safety History Verification	Education Verification	Instant Driving Records	Quality Assured
ACME Test Company	1-ACME	15	27	0	27	0	(27	27	15	1	12	3	1
ACME Test Company - Midwest		7	15	1	16	1	1	15	15	10	2	8	2	0
ACME Test Company - New York/East		4	8	0	10	0	(10	10	12	0	6	1	2
ACME Test Company - Texas		3	9	2	9	2	2	9	9	9	0	7	2	0
Totals		29	59	3	39	3	5	61	61	46	3	33	8	3

Status Reporting Client Name: Including Sub-Clients Incomplete Reports

ACME Test Company

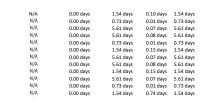
need for the party											
Client Name	Ordered	File Name	DOB	Reference Processor	Status	Days Client Code	Client Create Date	Optional Field 1	Optional Field 2	Optional Field 3	Notes
ACME Test Company		9/15/2020 621126 SAMPLE, JOE	2/9/1995	926 Sally Staff	QA Review	7 1-ACME	2/17/2015	100			
ACME Test Company		9/28/2020 624051 MODEL, MICAHEL	9/12/1996	214 Sally Staff	Pending	6.75 1-ACME	2/17/2015				
ACME Test Company		9/28/2020 625206 TRIAL, THERESA	10/1/1979	1595 Sally Staff	Pending	9.75 1-ACME	2/17/2015				
ACME Test Company		9/28/2020 625587 TEST, TOMMY	2/24/1997	336 Sally Staff	Pending	8.5 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 626371 MOCKUP, MICHAEL	1/21/1995	259 Sally Staff	Pending	5.75 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 626447 WITNESS, WHITNEY LYNN	4/5/1963	907 Sally Staff	Pending	5 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 626504 APPLICANT, AMY B.	5/23/1973	846 Sally Staff	QA Review	4.5 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 626556 ANOTHONY, SUSAN B.	3/10/1977	1533 Sally Staff	Pending	4 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 627377 CANDIDATE, CASEY	6/9/1980	923 Sally Staff	Pending	4 1-ACME	2/17/2015				
ACME Test Company		10/3/2020 627834 MISFORTUNE, MATTHEW	10/8/1963	930 Steve Staff	QA Review	4 1-ACME	2/17/2015				
ACME Test Company		10/4/2020 627957 DEFENDANT, DANIEL T.	7/23/1993	82 Steve Staff	Pending	4 1-ACME	2/17/2015				
ACME Test Company		10/4/2020 628025 RECORDS, ROBERT	6/11/1961	37 Sally Staff	Pending	3.75 1-ACME	2/17/2015				
ACME Test Company		10/5/2020 628092 SUBJECT, STACY LANE	11/25/1991	709 Steve Staff	Pending	3.75 1-ACME	2/17/2015				
ACME Test Company		10/5/2020 628331 DOCKET, DEBORAH	2/25/1999	931 Sally Staff	QA Review	3 1-ACME	2/17/2015				
ACME Test Company		10/5/2020 628686 VENUE, VALERIE ANN	5/3/1963	100 Sally Staff	Pending	3 1-ACME	2/17/2015				
ACME Test Company		10/6/2020 628750 JURY, JESSICA M.	2/4/1977	1832 Sally Staff	Pending	2.75 1-ACME	2/17/2015				
ACME Test Company		10/7/2020 628859 BAIL, BARBARA	3/26/1991	614 Steve Staff	Pending	2 1-ACME	2/17/2015				
ACME Test Company		10/8/2020 628938 PAROLE, PATRICIA	8/3/1990	18043 Sally Staff	Pending	2 1-ACME	2/17/2015				
ACME Test Company		10/9/2020 629134 AFFIDAVIT, ALEXANDER P.	9/19/1992	1531 Steve Staff	Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/9/2020 629258 CLAIM, COREY JOHN	12/6/1977	808 Sally Staff	QA Review	1.75 1-ACME	2/17/2015				
ACME Test Company ACME Test Company		10/10/2020 629633 DISMISSAL, DAVID	5/3/1999 7/3/1985	480 Sally Staff 66 Sally Staff	Pending Pending	1.5 1-ACME 1.5 1-ACME	2/17/2015 2/17/2015				
ACME Test Company		10/10/2020 629784 REGISTAR, RYAN A. 10/10/2020 629787 EMPLOYMENT, EMMA	7/13/1965	18053 Sally Staff	Pending	3.25 1-ACME	2/17/2015				
ACME Test Company		10/10/2020 629964 OUTLAW, OLIVIA	12/19/1992	926 Sally Staff	Pending	3 1-ACME	2/17/2015				
ACME Test Company		10/10/2020 629978 JUDGE, JUDITH LEAH	6/23/1992	160 Sally Staff	Pending	3 1-ACME	2/17/2015				
ACME Test Company		10/10/2020 630008 PROSECUTION, PAUL	5/28/1963	1587 Sally Staff	Pending	3 1-ACME	2/17/2015				
ACME Test Company		10/11/2020 630034 SUMMONS, SAVANNAH SUE	2/22/1995	1435 Steve Staff	Pending	3 1-ACME	2/17/2015				
ACME Test Company		10/11/2020 630209 TRANSCRIPT, TIMOTHY	2/2/1978	185 Steve Staff	Pending	2.75 1-ACME	2/17/2015				
ACME Test Company		10/11/2020 630284 VERDICT, VERONCIA	5/23/1990	1610 Sally Staff	Pending	2.5 1-ACME	2/17/2015				
ACME Test Company		10/11/2020 630323 HEARING, HEATHER Z.	4/2/1994	336 Sally Staff	Pending	2.5 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 630384 PROBATION, PENELOPE	1/23/1992	63 Sally Staff	Pending	2 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 630389 EXHIBIT, ELENA	5/12/1998	479	New	2 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 630398 SUBPOENA, SANDRA LEE	1/19/1985	1777	New	2 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642314 ACQUITTAL, AMBER	6/30/1994	419 Sally Staff	Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642322 ADMISSIBLE, ANDREW DAVID	2/4/1960	112 Steve Staff	Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642325 CAPITAL, CHARLES	7/28/1994	1055 Sally Staff	Pending	1 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642326 LAW, LARRY	12/17/1993	63	New	1 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642327 COLLATERAL, CYNTHIA RAE	1/17/1973		Pending	1 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642334 DEBTOR, DEBBIE	11/25/1981	496 Sally Staff	Pending	1 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642335 EQUITY, EDWARD	1/16/1965		Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642364 APPEAL, ARTHUR A.	9/23/1982		Client Message	1.75 1-ACME	2/17/2015				PENDING: Additional information is needed from the applicant in order to proceed with this service.
ACME Test Company		10/12/2020 642366 UEN, LAWRENCE	2/6/1990		Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642369 SETTLEMENT, SALLY	7/18/1989		Pending	1.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642371 TORT, THOMAS PETER	10/31/1988	830 Sally Staff	Pending	1.75 1-ACME	2/17/2015				
ACME Test Company ACME Test Company		10/12/2020 642387 UPHOLD, URSELA 10/12/2020 642496 CREDIT, KARMA JANE	7/31/1995 12/31/1985	74 Sally Staff 64 Sally Staff	Pending Pending	1.75 1-ACME 1.75 1-ACME	2/17/2015 2/17/2015				
ACME Test Company		10/12/2020 642496 CREDIT, KARIMA JANE 10/12/2020 642497 MISDEMEANOR, MARY ROSE	11/14/1980	774 Sally Staff	Pending	0.75 1-ACME	2/17/2015				
ACME Test Company		10/12/2020 642509 FRAUDULENT, FRANK S.	6/27/1993		Pending	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642510 IMPEACHMENT, ISSAC	9/24/1957	10105 Sally Staff	Pending	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642521 JURISPRUDENCE, JANICE	5/11/1988	105 Sally Staff	Pending Review (Vendor)	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642530 MISTRIAL, MARVON	1/10/1985	768 Sally Staff	New	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642545 OPINION, OSCAR	11/26/1997	1832 Sally Staff	Pending	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642552 PETITION, PATRICA IVY	7/20/1999	374 Sally Staff	Pending	0.75 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642640 SANCTION, SAUL	3/17/1991	1610 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642666 TRUSTEE, TAYLOR	12/5/1981	566 Sally Staff	QA Review	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642668 LIQUIDATION, LAURA C.	12/30/1975	37 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642677 MOOT, MICHAELLEE	11/20/1988	803 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642679 HEARSAY, HERSHEL K.	6/21/1981	1590 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642686 EVIDENCE, EVIE GRACE	10/29/1995	186 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642690 EXECUTORY, EDMOND ALAN	6/5/1966	1803 Sally Staff	QA Review	0.5 1-ACME	2/17/2015				
ACME Test Company		10/13/2020 642696 INJUCTION, IMELDA Q.	4/8/1992	840 Sally Staff	Pending	0.5 1-ACME	2/17/2015				
Sub-Total Reports: 61											

Total Reports: 116

me	Service	Report -	Completed	by Report	

Time Service Report - Completed by Report Start Date:		9/1/2020 End Date:	9/30/2020 Include Subclients: Yes Exclu	de Weekends: Ye	25		
Client Name ACME Test Company	Product ACME Test Company - Basic Package: United States	File Number App 631942	olicant Invite Date XML or Applicant Ready Date Started Proce 9/1/2020 5:04 9/1/2020 5:04	essed out of Queue Pe 9/1/2020 5:04	ending Review Date Complete Date Expired Date 9/5/2020 15:38	Add to Order Date QA Review Date Referre 9/5/2020 15:13	d By Monthly Income Monthly Debt Monthly Rent Desired Unit Proposed Position Proposed Salary Billable Cost Code Job Code Job Location Employment State Applicant Time App Ready Time Agency Time QA Time Total Time Total Time (2) Optional Field 2 Optional Field 3 N/A 0.00 days 2.65 days 0.02 days 2.65 days 2
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631943 631944	9/1/2020 8:06 9/1/2020 8:06 9/1/2020 8:57 9/1/2020 8:57	9/1/2020 8:06 9/1/2020 8:57	9/14/2020 9:36 9/4/2020 17:09	9/5/2020 11:53 9/14/2020 8:06 9/4/2020 11:50	N/A 0.00 days 9.40 days 0.06 days 9.40 days N/A 0.00 days 1.71 days N/A 1.71 days
ACME Test Company	ACME Test Company - Driver Package: United States	631946 631947	9/1/2020 9:17 9/1/2020 9:17	9/1/2020 9:17	9/5/2020 15:07	9/5/2020 11:20	N/A 0.00 days 2.63 days N/A 2.63 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631949	9/1/2020 9:33 9/1/2020 9:33 9/1/2020 11:24 9/1/2020 11:24	9/1/2020 9:33 9/1/2020 11:24	9/5/2020 9:21 9/6/2020 14:56	9/4/2020 9:21 9/5/2020 9:17 9/4/2020 9:21	N/A 0.00 days 2.39 days 0.00 days 2.39 days N/A 0.00 days 3.62 days N/A 3.62 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631950 631953	9/1/2020 11:40 9/1/2020 11:40 9/1/2020 12:15 9/1/2020 12:15	9/1/2020 11:40 9/1/2020 12:15	9/4/2020 17:12 9/6/2020 7:03	9/4/2020 11:46 9/5/2020 11:56	N/A 0.00 days 1.72 days N/A 1.72 days N/A 0.00 days 3.29 days N/A 3.29 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631954 631955	9/1/2020 13:06 9/1/2020 13:06 9/1/2020 13:46 9/1/2020 13:46	9/1/2020 13:06 9/1/2020 13:46	9/26/2020 10:32 9/4/2020 17:06	9/4/2020 11:43 9/26/2020 10:30 9/4/2020 9:36	N/A 0.00 days 17.44 days 0.00 days 17.44 days N/A 0.00 days 17.14 days N/A 17.1 days
ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631957 631958	9/1/2020 14:12 9/1/2020 14:12 9/1/2020 14:12 9/1/2020 14:12	9/1/2020 14:12 9/1/2020 14:12	9/4/2020 17:06 9/4/2020 17:19	9/4/2020 9:18 9/4/2020 11:25	N/A 0.00 days 1.71 days N/A 1.71 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States	631959	9/1/2020 14:17 9/1/2020 14:17	9/1/2020 14:17	9/5/2020 15:07	9/5/2020 11:21	N/A 0.00 days 2.63 days N/A 2.63 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631960 631961	9/1/2020 14:22 9/1/2020 14:22 9/1/2020 15:18 9/1/2020 15:18	9/1/2020 14:22 9/1/2020 15:18	9/4/2020 17:17 9/10/2020 9:41	9/4/2020 11:31	N/A 0.00 days 1.72 days N/A 1.72 days N/A 0.00 days 5.40 days N/A 5.40 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Pre-Promotion Package: United States	631965 631969	9/1/2020 16:14 9/1/2020 16:14 9/1/2020 19:57 9/1/2020 19:57	9/1/2020 16:14 9/1/2020 19:57	9/4/2020 21:15 9/5/2020 18:40	9/4/2020 9:33	N/A 0.00 days 1.89 days N/A 1.89 days N/A 0.00 days 2.78 days N/A 2.78 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631971 631973	9/1/2020 20:18 9/1/2020 20:18 9/1/2020 20:53 9/1/2020 20:53	9/1/2020 20:18 9/1/2020 20:53	9/5/2020 21:48 9/4/2020 17:13	9/4/2020 12:02 9/4/2020 9:16	N/A 0.00 days 2.91 days N/A 2.91 days N/A 0.00 days 1.72 days N/A 1.72 days
ACME Test Company	ACME Test Company - Driver Package: United States	631975 631977	9/2/2020 6:50 9/2/2020 6:50	9/2/2020 6:50	9/5/2020 4:33	9/4/2020 9:16	N/A 0.00 days 2.19 days N/A 2.19 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	631979	9/2/2020 10:49 9/2/2020 10:49 9/2/2020 11:09 9/2/2020 11:09	9/2/2020 10:49 9/2/2020 11:09	9/4/2020 17:19 9/4/2020 17:13	9/4/2020 9:15 9/4/2020 9:14	N/A 0.00 days 1.72 days N/A 1.72 days N/A 0.00 days 1.72 days N/A 1.72 days
ACME Test Company ACME Test Company	ACME Test Company - Full + MVR Package: United States ACME Test Company - Driver Package: United States	631981 631983	9/2/2020 11:34 9/2/2020 11:34 9/2/2020 13:15 9/2/2020 13:16	9/2/2020 11:34 9/2/2020 13:16	9/10/2020 12:13 9/4/2020 17:09	9/10/2020 11:49 9/4/2020 9:13	N/A 0.00 days 5.51 days 0.02 days 5.51 days N/A 0.00 days 1.71 days N/A 1.71 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Full + MVR Package: United States	631987 631991	9/2/2020 18:25 9/2/2020 18:25 9/3/2020 8:59 9/3/2020 8:59	9/2/2020 18:25 9/3/2020 8:59	9/5/2020 11:15 9/7/2020 10:42	9/4/2020 11:04 9/4/2020 9:28 9/7/2020 10:37	N/A 0.00 days 2.47 days N/A 2.47 days N/A 0.00 days 4.07 days 4.07 days 4.07 days
ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Pre-Promotion Package: United States	631992 631996	9/3/2020 9:34 9/3/2020 9:34 9/3/2020 11:16 9/3/2020 11:16	9/3/2020 9:34 9/3/2020 11:16	9/4/2020 17:17 9/6/2020 14:56	9/4/2020 11:42 9/4/2020 14:39	N/A 0.00 days 1.32 days N/A 1.32 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States	632006	9/3/2020 13:58 9/3/2020 13:58	9/3/2020 13:58	9/6/2020 16:38	9/4/2020 9:12 9/6/2020 16:02	N/A 0.00 days 3.11 days 0.02 days 3.11 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632007 632012	9/3/2020 14:08 9/3/2020 14:08 9/3/2020 16:46 9/3/2020 16:46	9/3/2020 14:08 9/3/2020 16:46	9/5/2020 9:33 9/4/2020 21:12	9/4/2020 9:12 9/4/2020 9:11	N/A 0.00 days 1.81 days N/A 1.81 days N/A 0.00 days 1.18 days N/A 1.18 days
ACME Test Company ACME Test Company	ACME Test Company - Basic Package: United States ACME Test Company - Driver Package: United States	632013 632014	9/3/2020 17:22 9/3/2020 17:22 9/3/2020 18:02 9/3/2020 18:02	9/3/2020 17:22 9/3/2020 18:02	9/4/2020 17:19 9/4/2020 17:34	9/4/2020 10:53	N/A 0.00 days 1.00 days N/A 1.00 days N/A 0.00 days 0.98 days N/A 0.98 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632015 632016	9/3/2020 19:43 9/3/2020 19:43 9/3/2020 19:54 9/3/2020 19:54	9/3/2020 19:43 9/3/2020 19:54	9/4/2020 16:09 9/6/2020 10:22	9/4/2020 9:09 9/5/2020 12:00 9/6/2020 10:09	N/A 0.00 days 0.85 days N/A 0.85 days N/A 0.00 days 2.60 days 0.01 days 2.60 days
ACME Test Company	ACME Test Company - Driver Package: United States	632017	9/3/2020 20:04 9/3/2020 20:04	9/3/2020 20:04	9/11/2020 11:19	9/6/2020 13:29	N/A 0.00 days 5.64 days N/A 5.64 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632045 632059	9/4/2020 7:17 9/4/2020 7:17 9/4/2020 7:59 9/4/2020 7:59	9/4/2020 7:17 9/4/2020 7:59	9/5/2020 20:00 9/5/2020 8:29	9/4/2020 10:47 9/4/2020 10:45	N/A 0.00 days 1.53 days N/A 1.53 days N/A 0.00 days 1.02 days N/A 1.02 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632068 632069	9/4/2020 8:15 9/4/2020 8:15 9/4/2020 8:15	9/4/2020 8:15 9/4/2020 8:15	9/5/2020 18:35 9/5/2020 15:40	9/4/2020 10:42 9/5/2020 11:22 9/5/2020 15:24	N/A 0.00 days 1.43 days N/A 1.43 days N/A 0.00 days 1.31 days 0.01 days 1.31 days
ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632077 632080	9/4/2020 8:57 9/4/2020 8:57 9/4/2020 9:03 9/4/2020 9:03	9/4/2020 8:57 9/4/2020 9:03	9/4/2020 16:32 9/5/2020 15:07	9/4/2020 9:04 9/5/2020 11:22	N/A 0.00 days 0.32 days N/A 0.32 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: Puerto Rico	632082	9/4/2020 9:08 9/4/2020 9:08	9/4/2020 9:08	9/13/2020 16:38	9/5/2020 17:02	N/A 0.00 days 7.31 days N/A 7.31 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632083 632084	9/4/2020 9:13 9/4/2020 9:13 9/4/2020 9:13 9/4/2020 9:13	9/4/2020 9:13 9/4/2020 9:13	9/5/2020 10:58 9/5/2020 8:39	9/4/2020 9:31 9/4/2020 12:46	N/A 0.00 days 1.07 days N/A 1.07 days N/A 0.00 days 0.98 days 0.98 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Basic Package: United States	632091 632096	9/4/2020 9:34 9/4/2020 9:34 9/4/2020 9:44 9/4/2020 9:44	9/4/2020 9:34 9/4/2020 9:44	9/10/2020 9:39 9/4/2020 17:12		N/A 0.00 days 4.00 days N/A 4.00 days N/A 0.00 days 0.31 days N/A 0.31 days
ACME Test Company	ACME Test Company - Driver Package: United States	632105 632106	9/4/2020 9:54 9/4/2020 9:54 9/4/2020 9:54 9/4/2020 9:54	9/4/2020 9:54 9/4/2020 9:54	9/4/2020 17:25 9/5/2020 18:40	9/4/2020 11:19 9/4/2020 12:48	N/A 0.00 days 0.31 days N/A 0.31 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Basic Package: United States	632107	9/4/2020 9:55 9/4/2020 9:55	9/4/2020 9:55	9/9/2020 14:09	9/4/2020 10:38	N/A 0.00 days 1.37 days N/A 1.37 days N/A 0.00 days 3.59 days N/A 3.59 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632112 632113	9/4/2020 10:16 9/4/2020 10:16 9/4/2020 10:16 9/4/2020 10:16	9/4/2020 10:16 9/4/2020 10:16	9/6/2020 8:36 9/4/2020 17:15	9/4/2020 12:43 9/4/2020 11:17	N/A 0.00 days 1.93 days N/A 1.93 days N/A 0.00 days 0.29 days N/A 0.29 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632114 632120	9/4/2020 10:21 9/4/2020 10:21 9/4/2020 10:32 9/4/2020 10:32	9/4/2020 10:21 9/4/2020 10:32	9/4/2020 17:03 9/6/2020 9:25	9/4/2020 11:16 9/4/2020 15:14	N/A 0.00 days 0.28 days N/A 0.28 days N/A 0.00 days 1.95 days N/A 1.95 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632121 632148	9/4/2020 10:32 9/4/2020 10:32 9/4/2020 11:08 9/4/2020 11:08	9/4/2020 10:32 9/4/2020 11:08	9/19/2020 14:06 9/10/2020 12:25	9/4/2020 12:25 9/19/2020 13:12 9/4/2020 11:14	N/A 0.00 days 11.15 days 0.04 days 11.15 days N/A 0.00 days 4.05 days N/A 4.05 days
ACME Test Company	ACME Test Company - Driver Package: United States	632155	9/4/2020 11:19 9/4/2020 11:19	9/4/2020 11:19	9/6/2020 14:13	9/5/2020 11:11 9/6/2020 13:37	N/A 0.00 days 2.12 days 0.02 days 2.12 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632163 632164	9/4/2020 11:44 9/4/2020 11:45 9/4/2020 11:45 9/4/2020 11:45	9/4/2020 11:45 9/4/2020 11:45	9/5/2020 8:45 9/5/2020 8:45	9/4/2020 14:01 9/4/2020 12:22	N/A 0.00 days 0.88 days N/A 0.88 days N/A 0.00 days 0.88 days N/A 0.88 days
ACME Test Company ACME Test Company	ACME Test Company - Full + MVR Package B: United States ACME Test Company - Driver Package: United States	632175 632190	9/4/2020 12:16 9/4/2020 12:16 9/4/2020 12:42 9/4/2020 12:42	9/4/2020 12:16 9/4/2020 12:42	9/6/2020 12:53 9/4/2020 17:25	9/4/2020 13:55 9/6/2020 12:27 9/4/2020 16:20	N/A 0.00 days 2.03 days 0.02 days 2.03 days 9.00 days 1.03 days N/A 0.00 days 0.20 days N/A 0.20 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Basic Package: United States	632200 632207	9/4/2020 13:03 9/4/2020 13:03 9/4/2020 13:24 9/4/2020 13:24	9/4/2020 13:03 9/4/2020 13:24	9/6/2020 19:15 9/4/2020 17:09	9/4/2020 14:33	N/A 0.00 days 2.26 days N/A 2.26 days
ACME Test Company	ACME Test Company - Driver Package: United States	632218	9/4/2020 13:44 9/4/2020 13:44	9/4/2020 13:44	9/5/2020 15:20	9/4/2020 15:09	N/A 0.00 days 1.07 days N/A 1.07 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632219 632222	9/4/2020 13:44 9/4/2020 13:49 9/4/2020 13:49	9/4/2020 13:44 9/4/2020 13:49	9/5/2020 13:19 9/5/2020 15:07	9/4/2020 15:06 9/5/2020 11:22	N/A 0.00 days 0.98 days N/A 0.98 days N/A 0.00 days 1.05 days N/A 1.05 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632225 632245	9/4/2020 13:50 9/4/2020 13:50 9/4/2020 14:21 9/4/2020 14:21	9/4/2020 13:50 9/4/2020 14:21	9/9/2020 14:09 9/6/2020 10:30	9/4/2020 15:05 9/5/2020 11:23	N/A 0.00 days 3.42 days N/A 3.42 days N/A 0.00 days 1.84 days N/A 1.84 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632255 632263	9/4/2020 14:26 9/4/2020 14:26 9/4/2020 14:31 9/4/2020 14:31	9/4/2020 14:26 9/4/2020 14:31	9/5/2020 18:41 9/4/2020 17:25	9/4/2020 15:08 9/4/2020 15:07	N/A 0.00 days 1.18 days N/A 1.18 days N/A 0.00 days 0.12 days N/A 0.12 days
ACME Test Company	ACME Test Company - Pre-Promotion Package: United States	632274	9/4/2020 14:47 9/4/2020 14:47	9/4/2020 14:47	9/4/2020 17:34		N/A 0.00 days 0.12 days N/A 0.12 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company Full + MVR Package B: United States	632275 632277	9/4/2020 14:47 9/4/2020 14:47 9/4/2020 14:52 9/4/2020 14:52	9/4/2020 14:47 9/4/2020 14:52	9/6/2020 9:18 9/5/2020 16:32	***************************************	N/A 0.00 days 1.77 days N/A 1.77 days N/A 0.00 days 1.07 days N/A 1.07 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632304 632314	9/4/2020 15:28 9/4/2020 15:28 9/4/2020 15:39 9/4/2020 15:39	9/4/2020 15:28 9/4/2020 15:39	9/5/2020 9:06 9/5/2020 15:07	9/4/2020 15:54 9/5/2020 10:55	N/A 0.00 days 0.73 days N/A 0.73 days N/A 0.00 days 0.98 days N/A 0.98 days
ACME Test Company ACME Test Company	ACME Test Company - Basic Package: United States ACME Test Company - Driver Package: United States	632322 632323	9/4/2020 16:00 9/4/2020 16:00 9/4/2020 16:01 9/4/2020 16:01	9/4/2020 16:00 9/4/2020 16:01	9/7/2020 15:39 9/4/2020 17:38	9/4/2020 16:10 9/4/2020 16:19	N/A 0.00 days 2.98 days N/A 2.98 days N/A 0.00 days 0.07 days N/A 0.07 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632331 632333	9/4/2020 16:16 9/4/2020 16:16 9/4/2020 16:27 9/4/2020 16:27	9/4/2020 16:16 9/4/2020 16:27	9/6/2020 3:36 9/4/2020 17:33	9/4/2020 16:22 9/4/2020 16:32	N/A 0.00 days 1.47 days N/A 1.47 days N/A 0.00 days 0.05 days N/A 0.05 days
ACME Test Company	ACME Test Company - Driver Package: United States	632334 632348	9/4/2020 16:32 9/4/2020 16:32	9/4/2020 16:32	9/5/2020 8:39	9/4/2020 16:39	N/A 0.00 days 0.67 days N/A 0.67 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632354	9/4/2020 17:04 9/4/2020 17:04 9/4/2020 17:14 9/4/2020 17:14	9/4/2020 17:04 9/4/2020 17:14	9/7/2020 10:36 9/14/2020 10:52	9/4/2020 17:11 9/4/2020 17:45	N/A 0.00 days 2.73 days N/A 2.73 days N/A 0.00 days 7.73 days N/A 7.73 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632355 632356	9/4/2020 17:19 9/4/2020 17:19 9/4/2020 17:24 9/4/2020 17:25	9/4/2020 17:19 9/4/2020 17:25	9/9/2020 14:09 9/10/2020 9:41	9/4/2020 17:33	N/A 0.00 days 3.28 days N/A 3.28 days N/A 0.00 days 3.66 days N/A 3.68 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632357 632359	9/4/2020 17:25 9/4/2020 17:25 9/4/2020 17:30 9/4/2020 17:30	9/4/2020 17:25 9/4/2020 17:30	9/6/2020 11:19 9/5/2020 15:45	9/5/2020 13:32 9/6/2020 11:10 9/5/2020 12:17 9/5/2020 15:20	N/A 0.00 days 1.75 days 0.01 days 1.75 days N/A 0.00 days 0.93 days 0.02 days 0.93 days
ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632362 632363	9/4/2020 17:50 9/4/2020 17:50 9/4/2020 18:11 9/4/2020 18:11	9/4/2020 17:50 9/4/2020 18:11	9/5/2020 15:40 9/7/2020 9:31	9/5/2020 10:54 9/5/2020 9:15 9/7/2020 8:20	N/A 0.00 days 0.91 days N/A 0.91 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States	632365	9/4/2020 18:26 9/4/2020 18:26	9/4/2020 18:26	9/6/2020 7:03	9/5/2020 10:10	N/A 0.00 days 2.64 days 0.05 days 2.64 days N/A 0.00 days 1.53 days N/A 1.53 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632366 632367	9/4/2020 18:52 9/4/2020 18:52 9/4/2020 19:07 9/4/2020 19:07	9/4/2020 18:52 9/4/2020 19:07	9/6/2020 14:43 9/6/2020 7:03	9/5/2020 10:24 9/5/2020 10:21	N/A 0.00 days 1.83 days N/A 1.83 days N/A 0.00 days 1.50 days N/A 1.50 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632368 632369	9/4/2020 20:23 9/4/2020 20:44 9/4/2020 20:44	9/4/2020 20:23 9/4/2020 20:44	9/5/2020 15:07 9/13/2020 7:48	9/5/2020 12:19 9/5/2020 10:17	N/A 0.00 days 0.78 days N/A 0.78 days N/A 0.00 days 6.46 days N/A 6.46 days
ACME Test Company ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632371 632372	9/4/2020 21:39 9/4/2020 21:39 9/4/2020 22:05 9/4/2020 22:05	9/4/2020 21:39 9/4/2020 22:05	9/11/2020 11:18 9/5/2020 13:38	9/6/2020 13:31 9/5/2020 10:10	N/A 0.00 days 4.57 days N/A 4.57 days N/A 0.00 days 0.65 days N/A 0.56 days
ACME Test Company	ACME Test Company - Full + MVR Package B: United States	632385 632387	9/5/2020 5:05 9/5/2020 5:05	9/5/2020 5:05 9/5/2020 5:26	9/3/2020 13:38 9/17/2020 14:32 9/6/2020 7:06	9/14/2020 10:10 9/14/2020 14:50 9/17/2020 13:50 9/5/2020 10:06	N/A 0.00 days 8.39 days 0.03 days 8.39 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632388	9/5/2020 5:51 9/5/2020 5:51	9/5/2020 5:51	9/7/2020 8:21	9/5/2020 9:06	N/A 0.00 days 1.07 days N/A 1.07 days N/A 0.00 days 2.10 days N/A 2.10 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632435 632443	9/5/2020 8:47 9/5/2020 8:47 9/5/2020 8:57 9/5/2020 8:57	9/5/2020 8:47 9/5/2020 8:57	9/5/2020 15:40 9/5/2020 13:24	9/5/2020 9:03 9/5/2020 9:51	N/A 0.00 days 0.29 days N/A 0.29 days N/A 0.00 days 0.19 days N/A 0.19 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632446 632451	9/5/2020 9:02 9/5/2020 9:02 9/5/2020 9:12 9/5/2020 9:13	9/5/2020 9:02 9/5/2020 9:13	9/7/2020 13:20 9/6/2020 11:42	9/5/2020 9:45 9/7/2020 13:09 9/5/2020 9:16	N/A 0.00 days 2.18 days 0.01 days 2.18 days N/A 0.00 days 1.10 days N/A 1.10 days
ACME Test Company	ACME Test Company - Driver Package: United States	632476	9/5/2020 9:49 9/5/2020 9:49	9/5/2020 9:49	9/5/2020 15:07	9/5/2020 12:09	N/A 0.00 days 0.22 days N/A 0.22 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632481 632499	9/5/2020 10:00 9/5/2020 10:00 9/5/2020 10:35 9/5/2020 10:35	9/5/2020 10:00 9/5/2020 10:35	9/10/2020 16:31 9/7/2020 13:48	9/6/2020 9:13 9/10/2020 16:10 9/5/2020 11:43	N/A 0.00 days 3.27 days 0.01 days 3.27 days N/A 0.00 days 2.13 days N/A 2.13 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632509 632514	9/5/2020 10:51 9/5/2020 10:51 9/5/2020 11:01 9/5/2020 11:01	9/5/2020 10:51 9/5/2020 11:01	9/6/2020 9:17 9/5/2020 15:40	9/5/2020 12:55 9/5/2020 11:13	N/A 0.00 days 0.94 days N/A 0.94 days N/A 0.00 days 0.19 days N/A 0.19 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632517 632518	9/5/2020 11:06 9/5/2020 11:06 9/5/2020 11:06 9/5/2020 11:06	9/5/2020 11:06 9/5/2020 11:06	9/6/2020 15:41 9/6/2020 15:00	9/5/2020 11:13 9/6/2020 9:51	N/A 0.00 days 1.19 days N/A 1.19 days N/A 0.00 days 1.16 days N/A 1.16 days
ACME Test Company	ACME Test Company - Basic Package: United States	632519 632527	9/5/2020 11:06 9/5/2020 11:06	9/5/2020 11:06	9/5/2020 15:40 9/6/2020 17:29	9/5/2020 12:06 9/6/2020 9:46	N/A 0.00 days 0.19 days N/A 0.19 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Basic Package: United States	632531	9/5/2020 11:23 9/5/2020 11:23 9/5/2020 11:28 9/5/2020 11:28	9/5/2020 11:23 9/5/2020 11:28	9/5/2020 15:07	Manager and the company of the control of the contr	N/A 0.00 days 0.15 days N/A 0.15 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632532 632533	9/5/2020 11:28 9/5/2020 11:28 9/5/2020 11:33 9/5/2020 11:33	9/5/2020 11:28 9/5/2020 11:33	9/12/2020 11:30 9/10/2020 9:38	9/10/2020 17:19 9/12/2020 11:22	N/A 0.00 days 5.00 days 5.00 days 5.00 days N/A 0.00 days 2.92 days N/A 2.92 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632547 632548	9/5/2020 11:55 9/5/2020 11:55 9/5/2020 11:55 9/5/2020 11:55	9/5/2020 11:55 9/5/2020 11:55	9/6/2020 17:31 9/17/2020 14:49 9/17/2020 15:45	9/6/2020 9:54 9/17/2020 14:49	N/A 0.00 days 1.23 days N/A 1.23 days N/A 0.00 days 8.16 days N/A 8.16 days
ACME Test Company	ACME Test Company - Driver Package: United States	632550	9/5/2020 12:00 9/5/2020 12:00	9/5/2020 12:00	9/10/2020 9:40		N/A 0.00 days 2.90 days N/A 0.10 days N/A 0.11 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Full + MVR Package B: United States	632573 632576	9/5/2020 12:28 9/5/2020 12:28 9/5/2020 12:33 9/5/2020 12:33	9/5/2020 12:28 9/5/2020 12:33	9/5/2020 15:07 9/6/2020 9:21	9/5/2020 12:37 9/5/2020 13:24	N/A 0.00 days 0.87 days N/A 0.87 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632577 632587	9/5/2020 12:33 9/5/2020 12:33 9/5/2020 12:52 9/5/2020 12:52	9/5/2020 12:33 9/5/2020 12:52	9/13/2020 20:24 9/6/2020 7:03	9/5/2020 15:11 9/5/2020 14:18	N/A 0.00 days 6.33 days N/A 6.33 days N/A 0.00 days 0.76 days N/A 0.76 days
ACME Test Company ACME Test Company	ACME Test Company - Driver Package: United States ACME Test Company - Driver Package: United States	632596 632597	9/5/2020 13:09 9/5/2020 13:09 9/5/2020 13:09 9/5/2020 13:09	9/5/2020 13:09 9/5/2020 13:09	9/6/2020 9:19 9/10/2020 10:15	9/5/2020 14:05 9/7/2020 9:50	N/A 0.00 days 0.84 days N/A 0.84 days N/A 0.00 days 2.88 days N/A 2.88 days

ACME Test Company	ACME Test Company - Driver Package: United States	638912	9/29/2020 14:49 9/29/2020 14:49	9/29/2020 14:49	10/2/2020 12:52	10/1/2020 10:06	10/2/2020 10:26
ACME Test Company	ACME Test Company - Driver Package: United States	638913	9/29/2020 15:10 9/29/2020 15:10	9/29/2020 15:10	10/1/2020 17:28	10/1/2020 9:24	10/1/2020 17:19
ACME Test Company	ACME Test Company - Driver Package: United States	638914	9/29/2020 15:56 9/29/2020 15:56	9/29/2020 15:56	10/8/2020 14:37		10/8/2020 12:55
ACME Test Company	ACME Test Company - Driver Package: United States	638915	9/29/2020 17:02 9/29/2020 17:02	9/29/2020 17:02	10/8/2020 14:38		10/8/2020 12:49
ACME Test Company	ACME Test Company - Driver Package: United States	638916	9/29/2020 17:43 9/29/2020 17:43	9/29/2020 17:43	10/1/2020 17:29	10/1/2020 9:25	10/1/2020 17:19
ACME Test Company	ACME Test Company - Driver Package: United States	638917	9/29/2020 18:39 9/29/2020 18:39	9/29/2020 18:39	10/2/2020 12:53	10/1/2020 9:26	10/2/2020 9:18
ACME Test Company	ACME Test Company - Driver Package: United States	638920	9/30/2020 11:09 9/30/2020 11:09	9/30/2020 11:09	10/8/2020 14:38		10/8/2020 12:54
ACME Test Company	ACME Test Company - Driver Package: United States	638923	9/30/2020 14:53 9/30/2020 14:53	9/30/2020 14:53	10/8/2020 14:39		10/8/2020 12:49
ACME Test Company	ACME Test Company - Driver Package: United States	638925	9/30/2020 16:09 9/30/2020 16:09	9/30/2020 16:09	10/2/2020 12:54	10/1/2020 9:27	10/2/2020 9:18
ACME Test Company	ACME Test Company - Driver Package: United States	638928	9/30/2020 17:10 9/30/2020 17:10	9/30/2020 17:10	10/8/2020 14:39		10/8/2020 12:54
ACME Test Company	ACME Test Company - Driver Package: United States	638929	9/30/2020 18:42 9/30/2020 18:42	9/30/2020 18:42	10/1/2020 17:30	10/1/2020 9:28	10/1/2020 17:19
ACME Test Company	ACME Test Company - Full Package: United States	638930	9/30/2020 18:42 9/30/2020 18:42	9/30/2020 18:42	10/2/2020 12:55	10/1/2020 8:27	10/1/2020 19:12
Agency Time Service:	2.10 days						
App Ready Time Service:	0.00 days						
Applicant Time Service:	1.79 days						
QA Time Service:	0.24 days						
Total Time Service:	2.11 days						





ALHILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2024

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 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	CONTACT Alexis Hill	s Hill			
Rooney Insurance Agency, Inc. 5100 E Skelly Drive, Ste 1010 Tulsa, OK 74135	PHONE (A/C, No, Ext): (918) 878-3356	20-9926			
Tulsa, OK 74135	E-MAIL ADDRESS: alexis.hill@rooneyinsurance.com	1			
	INSURER(S) AFFORDING COVERAGE		NAIC #		
	INSURER A: RLI Insurance Company		13056		
INSURED	INSURER B : Allianz Underwriters Insurance (Company	36420		
AccuSourceHR, Inc.	INSURER C:				
11811 N. Tatum Blvd, Suite 3090	INSURER D:				
Phoenix, AZ 85028	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:**

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

INSR LTR	T	TYPE OF INSURANCE	ADDL	SUBR WVD		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR			PMB0001414	1/14/2024	1/14/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	Included
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000
		OTHER:							\$	
Α	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			PMA0001025	1/14/2024	1/14/2025	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			PME0001047	1/14/2024	1/14/2025	AGGREGATE	\$	5,000,000
		DED RETENTION \$						Prod/CompOpsAgg	\$	5,000,000
Α	WOF	RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		PMW0001093	1/14/2024	1/14/2025	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Pro	fessional Liab.			RTP0028395	2/7/2023	2/7/2024	Each Claim/Aggregate		2,000,000
В	Cyk	per Liability			C4LPT154539CYBER2024	1/8/2024	1/14/2025	Limit/Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Named Insureds on BOP/Auto/Work Comp/Umbrella/EPL Policies:

LFL Enterprises, LLC DBA Proforma Screening Solutions

PeopleG2

Five Diamond Screening, LLC

Project Number: RFP 2023-03 / Project Name: Comprehensive Background Checks

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER CANCELLATION

> **University Medical Center of Southern Nevada C/O Contracts Management** 1800 W. Charleston Blvd Las Vegas, NV 89102

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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LOC #: 1



ADDITIONAL REMARKS SCHEDULE

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AGENCY		NAMED INSURED
Rooney Insurance Agency, Inc.		AccuSourceHR, Inc. 11811 N. Tatum Blvd, Suite 3090
POLICY NUMBER		Phoenix, AZ 85028
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SFF PAGF 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

As required by written contract and subject to the terms and conditions of the policies, the certificate holder shown below is additional insured as their interest may appear with regard to General Liability.

AccuSourceHR, Inc. 11811 N. Tatum Blvd, Suite 3090 Phoenix, AZ 85028 (888) 649-6272 phone (888) 649-6244 fax

ACORD 101 (2008/01)

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RLI Insurance Company

Policy Number: PMB0001414 Named Insured: AccuSourceHR, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - **b.** In connection with premises owned by or rented to you; or
 - **c.** In connection with "your work" and included within the "product-completed operations hazard".
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any professional services.
 - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- The following is added to SECTION III K. 2.
 Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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EXHIBIT C SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

It is our intent to utilize the following MBE, WBE, PBE, SBE, NBE, VET and DVET subcontractors in association with this Agreement (you may add additional pages if needed):

Subcontractor Name:	
Contact Person:	Telephone Number:
•	
Business Type: MBE WBE PBE	_ SBE NBE VET DVET
Subcontractor Name:	
Contact Person:	Telephone Number:
Estimated Percentage of Total Dollars:	
Business Type: MBE WBE PBE	
Subcontractor Name:	
	Telephone Number:
Description of Work:	
Business Type: MBE WBE PBE	
Subcontractor Name:	
	Telephone Number:
	<u> </u>
Estimated Percentage of Total Dollars:	
Business Type: MBE WBE PBE	

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

X

EXHIBIT C SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
2.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
3.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE
4.	Subcontractor Name:
	Contact Person: Telephone Number:
	Description of Work:
	Estimated Percentage of Total Dollars:
	Business Type: MBE WBE PBE SBE NBE

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

Business Associate Agreement

This Agreement is made effective as of the date of last signature, 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 <u>AccuSourceHR, Inc.</u>, 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. <u>USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION</u>

- (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. <u>RIGHT TO AUDIT</u>

- (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, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. <u>MISCELLANEOUS</u>

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:	
Ву:	By: Dau Filby	
Mason Van Houweling	Name: Dan Filby	
Title: CEO	Title: CEO	
Date:	Date. 08 / 12 / 2023	



University Medical Center 1800 W. Charleston Blvd Las Vegas, NV 89102

ATTESTATION OF PHYSICIAN OWNERSHIP

I, Dan Filby	, hereby attest as an authorized officer of
AccuSourceHR, Inc.	("Supplier") that:
Distributorship (POD) Policy" I understan	r of Southern Nevada ("UMC") Policy entitled "Physician-Owned d that it is my responsibility to read and understand the Policy or seek out the standards and requirements set forth in the Policy.
Please choose one option:	
O I hereby certify that Supplier <i>does</i> merebolicy.	et the definition of a Physician- Owned Entity as described in the
The applicable Physician(s) is/are noted by	pelow:
Printed Name	
Address	
$\stackrel{\textstyle igotimes}{\textstyle \times}$ I hereby certify that Supplier <i>does not</i> Policy.	t meet the definition of a Physician-Owned Entity as described in the
	an-Owned Entity, I agree to report that change within five (5) working rporate Compliance Department or Contracts Management
Department	

I understand and acknowledge that failure to complete this Attestation truthfully and accurately or to update this Attestation, as required, constitutes a breach of Suppliers agreement with UMC, and may also subject its physician owners to disciplinary review and action.

I have read this Attestation of Physician Ownership and do hereby demonstrate my understanding and agreement to abide by its terms by affixing my signature on the date indicated below.

Company Name: <u>AccuSourceHR, Inc.</u>	
Signature Dau Filby	Date: 08 / 12 / 2023
Name: _Dan Filby	
Title:_ CEO	

Please return a signed copy electronically to melannie.bledsoe@umcsn.com, UMC Contracts Specialist, and the signed original to:

University Medical Center Attn: Contracts Management Department 1800 W. Charleston Blvd. Las Vegas, NV 89102

The following UMC technology and information security standards must be met by all vendors and partners unless explicitly approved in writing by the UMC Chief Information Officer (CIO) or other authorized UMC representative.

*Please note that all RPF responses marked with the word "yes" are in acknowledgement of UMCSN's request and AccuSourceHR agrees to meet the requirements.

1. Client

- 1.1. Vendor software must be compatible with Microsoft Windows 10 or higher. Yes
- 1.2. Application packages must be deployable using Microsoft SCCM. Yes
- 1.3. Client software must use DNS for hostname resolution and be capable of finding server resources in either forward or reverse-lookup. Yes
- 1.4. Client applications must not require local administrator access on the workstation computer. Yes
- 1.5. Applications must operate without disabling or reducing security settings. Yes
- Cloud or browser-based applications will run in standard browsers with standard configurations. Yes
- 1.7. No part of vendor software will use deprecated dependencies such as Flash or old versions of Java. Yes

2. Configuration Management

- 2.1. Vendor must provide the following:
 - 2.1.1. technical specifications for all hardware and/or software included with their solution.

Software: MeridianLink's products are developed in-house and follow appropriate Change Management and secure Software Development Life Cycle (SDLC) guidelines. This ensures appropriate updates are made in alignment with the appropriate Policies and Procedures. To ensure and maintain the security and integrity of programs and data, program changes are performed utilizing separate environments for testing and production. MeridianLink utilizes a source code management tool to centralize, manage, and maintain the integrity of the source code.

Programming and software version control is also enforced through the application. Each time a project is modified, the source code management tool ensures that proper version control is maintained by archiving the previous version and creating a new version. MeridianLink's policy requires that all updates or enhancements to any program code include documentation of any change within the management tool. This practice helps reduce the time it takes for a new programmer to gain an understanding and/or history of any changes made to the code. Changes can be made only in the development environment. Furthermore, only authorized, designated personnel can update and migrate the system changes to production under IT supervision.

2.1.2. network and system connectivity diagrams, if applicable.

Infrastructure: MeridianLink's web-based information systems are hosted at data centers in Costa Mesa, California, Atlanta, Georgia, Microsoft Azure Cloud, and AWS Cloud. The

network consists of multiple Internet Service Providers (ISP,) as well as numerous business-class servers supported by a high-performance infrastructure. Combined, these provide industrial security protection standards, and full redundancy services, to MeridianLink's many clients. Additionally, the IT infrastructure includes:

- Network firewalls
- Intrusion Prevention Systems (IPS)
- Authentication servers
- Routers
- Network switches
- Network load balancers
- Web application firewalls
- Storage Area Network (SAN)
- Enterprise-level DDoS protections
- Anti-malware systems
- Systems, security, and network performance monitoring
- Electronic key access system
- Surveillance system
- Enterprise UPS systems
- Redundant diesel generators
 - 2.1.3. data flow diagrams, if applicable. Please see attached Network Diagram.
 - 2.1.4. regulatory compliance certifications and/or attestations, as applicable.

AccuSourceHR undergoes SOC2 assessments. A copy of the most recent SOC2 report can be obtained if an NDA is signed with MeridianLink.

3. Data Backups

- 3.1. All vendor systems must support installation of an agent to facilitate data backup and restoration. Yes
- 3.2. Hosted/cloud data must be encrypted and maintain current data backups. Yes

4. Data Management

- 4.1. Applications storing, processing or transmitting regulated data (PHI, PII, payment card, etc.) must utilize test data for development and testing/training purposes. Yes
- 4.2. Production data is reserved for production use only. Yes
- 4.3. Data transfers containing regulated information (PHI, PII, payment card, etc.) from UMC to a non-UMC site must be approved by the UMC CIO and UMC Privacy Officer. Yes
- 4.4. Payment card information is not allowed on the UMC network. Yes
- 4.5. PCI compliance is required for any exposure to Payment Card Data (PCD). Yes
- 4.6. If vendor will use or otherwise have access to UMC sensitive, regulated or confidential information, additional security and regulatory requirements may be imposed. Yes
- 4.7. Hosted/cloud data should be compliant with all applicable privacy and security

regulations. Yes

- 4.8. Ownership of data and metadata that are part of SaaS (software as a service) or part of any hosted/cloud applications shall be with UMC, and the data shall be provided to UMC in a fully usable format. Yes
- 4.9. Data exchange/transfers between systems both within and outside the UMC network must comply with UMC approved standards and protocols. Yes

5. Databases

- 5.1. Databases must be developed on a supported version of Microsoft SQL. Any version slated for End of Support within (1) calendar year of execution of the agreement in question will not be accepted. Yes
- 5.2. SQL Databases must be capable of running in an active/passive clustered environment. If not feasible, vendor must provide licensing for a dedicated database instance. Yes
- 5.3. Vendor must include recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide Yes
- 5.4. For hosted/cloud databases, administration and management access, tools, and training will be provided to UMC authorized users by the vendor. Yes
- 5.5. Conversion or migration of data must be coordinated with UMC IT, the UMC business stakeholder(s) and the vendor <u>PRIOR TO</u> execution of the agreement in question. Yes

6. Development

- 6.1. If direct interfacing is required, the vendor system must use Health Level Seven (HL7) standard interfaces. Yes
- 6.2. Deployment of any solution/application that is hosted on a UMC web site must be developed in Microsoft .Net Framework 4.5 or higher running on IIS Web Server. Yes
- 6.3. Deployment of any solution/application that is hosted on the UMC Intranet must be developed in Microsoft .Net Framework 4.5 or higher running on IIS 10 or higher Web Server. Yes

7. Email

- 7.1. SMTP servers other than UMCSN SMTP servers are prohibited. Yes
- 7.2. Outbound email must be authenticated through Microsoft Active Directory. Yes
- 7.3. Email must not be the system of record for any application or process. Yes

8. Network

- 8.1. Solutions must support a routed, segmented IP v4 network. Yes
- 8.2. IPv6 is not supported and must not be enabled. Yes
- 8.3. Use of a VLAN, firewall and/or other measures may be employed to isolate vendor solutions that do not comply with industry standard security and network requirements. Yes

- 8.4. Wireless devices will meet the following requirements:
 - 8.4.1. WPA2 PSK AES encryption scheme with minimum 128-bit passkey. Yes
 - 8.4.2. function effectively with a minimum 70 db RSSI with a 0 to 25 db signal to noise level. Yes
 - 8.4.3. function effectively on channels 802.11.G.N channels 1, 6 or 11. Yes
- 8.5. Systems must be compatible with SNMP version 3. Yes
- 8.6. For Windows-based operating systems, WMI must be installed and enabled. Yes
- 8.7. Vendor must provide minimum and maximum data transmission rates and quantities. Yes

9. Remote Access

- 9.1. Only remote access solutions directly managed by UMC IT are authorized to be used by vendors to remotely connect to the UMC computing environment and systems, regardless if the system is owned by the vendor. Yes
- 9.2. Control of remote access into the UMC computing environment is at the sole discretion of UMC IT. Yes
- 9.3. Remote access can be revoked or suspended at any time without notice. Yes

10. Security

- 10.1. All applications and systems must be Microsoft Active Directory-integrated using standard LDAP configurations. Single sign-on is not currently supported. However, it is in the roadmap for future development.
- 10.2. All applications must be compliant with UMC's password policy for all account types (user, service account, support, etc.). Yes
- 10.3. Passwords must be encrypted and cannot be stored in plain text or reversible encryption/encoding within the application. Yes
- 10.4. Vendors will not share passwords or access to accounts, and will not create additional accounts. Yes
- 10.5. Service Accounts must be domain accounts. Yes
- 10.6. Service accounts are non-interactive and will not be used to manually log in to a workstation or server. Yes
- 10.7. Vendor will not have access to service account passwords. Yes
- 10.8. Vendor must shut down all non-secure or unused services/ports. Yes
- 10.9. Any web-based feature or function must fully run in SSL mode, with valid public or domain certificates, and must not rely on deprecated encryption or protocols. Yes
- 10.10. Web-enabled applications must be compliant with Internet Explorer 11 or higher, or Microsoft Edge. Applications should not require ActiveX components or other ad-hoc components not supplied during initial install. Yes
- 10.11. Solutions connected to the UMC network must be members of the UMC domain and able to accept UMC Microsoft Active Directory Group Policies. Yes
- 10.12. Vendor systems must be compatible with UMC's end point solution. Documented file exceptions must be provided by vendor. Yes
- 10.13. Audit logs must be generated and be able to be imported into a standard SIEM. Yes

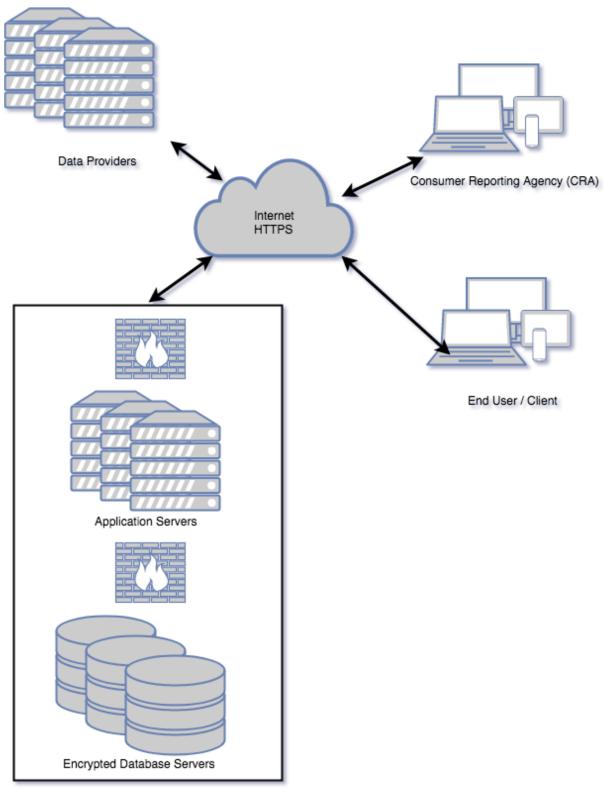
10.14. User access logging must be provided to support user audit trail. Yes

10.15. The use of default passwords are strictly prohibited. Yes

11. Systems and Operations

- 11.1. VMWare is the standard hypervisor. Yes
- 11.2. Virtualized server systems are preferred. The guest operating system will run on a VMWare ESX 6.7 Hyper-converged environment. Yes
- 11.3. Vendor-provided solutions must be developed on current and supported industry standard operating systems. Yes
- 11.4. UMC IT will manage all installed computer hardware unless otherwise documented and contractually agreed to by UMC and the vendor. Yes
- 11.5. UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices unless otherwise documented and contractually agreed to by UMC and the vendor. Yes
- 11.6. Vendor software must not interfere or invalidate any operational function of UMC software or agents Yes
- 11.7. Upgrades, enhancements, feature changes, or maintenance to vendor systems or software will be performed in coordination with UMC IT. Yes
- 11.8. Turn-key solutions that provide hardware and software must use industry standard hardware platforms and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management, and ILO/DRAC that is to be kept current for security and features. Yes
- 11.9. Hardware supplied by the vendor will be rack mountable, server class, with redundant power supplies and storage. Yes
- 11.10. UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts. Yes
- 11.11. For Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP. Yes
- 11.12. Local storage configuration should be capable of RAID 5, other configurations will be considered on a case-by-case basis. Yes
- 11.13. Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s). Yes
- 11.14. Vendor is responsible for remaining up-to-date with operating systems, database engines, hardware, interfaced systems, etc. Yes
- 11.15. UNIX/Linux-based application will not be installed into the system volume group/root file system. Yes
- 11.16. Vendor must accommodate and support both standard and emergency operating system and application patching. Yes
- 11.17. UNIX/Linux-based systems must use SUDO or SU accounts. Yes

TazWorks Network Diagram



TazCloud Services hosted in Amazon Web Services

REPRESENTATIONS AND CERTIFICATIONS (TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer,	AccuSourceHR, Inc.	certifies to the best of its knowledge and belief that
it and its principals:		-

- 1. That neither it nor any of its subcontractors, or affiliates:
 - Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. PROPOSER represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
- 2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.
- 6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

Day Filly Signature of Authorized Representative	08 / 12 / 2023 Date	
orginature of Authorized Representative	Date	
I am unable to certify to the above statement.	. My explanation is attached.	



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Fax: +1 (888) 649-6244
Web: www.accusourcehr.com

Scope of Services and Fee Schedule

Company Name:	University Medical Center of Southern Nevada (UMCSN)	Date:	08 / 01 / 2023
Sales Rep:	Kristin Fehrenbacher	Email:	kfehrenbacher@accusourcehr.com
Contact Phone:	951-550-8438	Annual Volume:	1800

Packaged Services	Price
UMCSN - Basic Package (Volunteers/Students)	\$17.25
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, primary name and all counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database- 7-year search, primary name based on the Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 1 -Healthcare Compliance Search Basic (Level 1) search - 7-year search, primary	
name based on Social Security Trace (SST) includes:	
Federal exclusions sanctions and debarment databases including OIG/GSA/SAM. Also includes	
OFAC as well as medicade saction databases.	
UMCSN - Basic Package Plus	\$26.25
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all	
true names based on Social Security Trace (SST) includes:	
 Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as 	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for	
all 50 states. Built-in real-time validation against direct source.	l l

08 / 01 / 2023 CW



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UMCSN - Standard Package - Option 1 + Employment - 7 years, up to 3 employers	\$42.50
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all	
true names based on Social Security Trace (SST) includes:	
 Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as 	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for	
all 50 states. Built-in real-time validation against direct source.	
Employment Verification - 7 years, up to 3 employers	
UMCSN - Standard Package - Option 2 + Employment - 7 years, up to 2 employers	\$39.25
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all	
true names based on Social Security Trace (SST) includes:	
 Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as 	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for	
all 50 states. Built-in real-time validation against direct source.	
Employment Verification - 7 years, up to 2 employers	
	Φ00.7E
UMCSN - Standard Package - Option 3 + Employment - 7 years, up to 1 employer	\$32.75
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all	
true names based on Social Security Trace (SST) includes:	
 Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as 	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for	
all 50 states. Built-in real-time validation against direct source.	
Employment Verification - includes (1) employment verification	



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UMCSN - Professional/Licensed Staff - Option 1 + Employment - 7 years, up to 3 employers \$55.45 Social Security Trace (SST) County Criminal Direct Search - 7-year search, all true names and counties based on the Social Security Trace (SST) Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace (SST) Includes: National Wants and Warrants Multi-State/National Database Criminal Search Nationwide Sex Offender Search OFAC and additional government databases SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all true names based on Social Security Trace (SST) includes: Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as medicade sanction databases. Also includes state licensing and board disciplinary actions data for all 50 states. Built-in real-time validation against direct source. Employment Verification - 7 years, up to 3 employers Education Verification - Highest degree earned Professional License Verification - includes (1) license verification UMCSN - Professional/Licensed Staff - Option 2 + Employment - 7 years, up to 2 employers \$52.20 Social Security Trace (SST) County Criminal Direct Search - 7-year search, all true names and counties based on the Social Security Trace (SST) Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace (SST) Includes: National Wants and Warrants Multi-State/National Database Criminal Search Nationwide Sex Offender Search OFAC and additional government databases SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all true names based on Social Security Trace (SST) includes: Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as medicade sanction databases. Also includes state licensing and board disciplinary actions data for all 50 states. Built-in real-time validation against direct source. Employment Verification - 7 years, up to 2 employers Education Verification - Highest degree earned Professional License Verification - includes (1) license verification



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UMCSN - Professional/Licensed Staff - Option 3 + Employment - 7 years, up to 1 employer	\$45.70
Social Security Trace (SST)	
County Criminal Direct Search – 7-year search, all true names and counties based on the Social Security	
Trace (SST)	
Integrated National Criminal Database - 7-year search, all true names based on Social Security Trace	
(SST) Includes:	
National Wants and Warrants	
Multi-State/National Database Criminal Search	
Nationwide Sex Offender Search	
OFAC and additional government databases	
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search - 7-year search, all	
true names based on Social Security Trace (SST) includes:	
Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for	
all 50 states. Built-in real-time validation against direct source.	
Employment Verification - includes (1) verification	
Education Verification - Highest degree earned	
Professional License Verification - includes (1) license verification	
SanctionsSource Premium Monthly Monitoring (Level 3)	\$1.00
Federal exclusions sanctions and debarment databases including OIG/GSA/SAM, OFAC as well as	
medicade sanction databases. Also includes state licensing and board disciplinary actions data for all 50	
states. Built-in real-time validation against direct source.(price is per employee per month, billed monthly)	

Product	Turn-Around Time (Averages but vary based on service, location, court delays/closures, etc.)	Price
Court Record Search	nes	
County Criminal Direct Search Service: A search for criminal convictions at the appropriate county courts. Records are available in each county throughout the United States.	Same day – 3 business days	\$5.00
Federal Criminal Primary Records Search Service: A search for criminal convictions at the appropriate federal district court. Records are available in all federal district throughout the United States.	Same day – 3 business days	\$4.00
Database Record Sear	ches	
Statewide Criminal Record Search Service: A statewide search for criminal records at the state repository or direct court level. Records are available in most states throughout the United States.	Varies by state	\$3.50



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Global Watchlist Service: A search of a database compiled from lists provided by U.S. and various international governmental agencies of individuals who may be involved in terrorist activities, money laundering, illegal imports, fraud against government agencies, violations of federal banking regulations, and fugitives from justice.	Instant	\$2.50
Integrated National Criminal Database Service: Search of National Wants and Warrants, Multi-State/National Database Criminal Search, Nationwide Sex Offender Search, OFAC and additional government databases	Instant	\$3.00
Nationwide Sex Offender Registry Service: A nationwide search of sex offender records	A few Hours - Same Day (No hits)	\$2.50
National Practitioner Data Bank (NPDB) and Healthcare Integrity Protection Data Bank (HIPDB)		\$6.25
SanctionSource Level 1 -Healthcare Compliance Search Basic (Level 1) Search Service: A search of a government-maintained database of individuals disbarred from participation in government-funded programs searches are conducted. Searches conducted are for federal exclusions databases.	Instant	\$2.50
SanctionSource Level 3 - Healthcare Compliance Search Premium (Level 3) Search Service: A search of a government maintained database of individuals disbarred from participation in government-funded programs searches are conducted. Searches conducted are for federal and for all fifty (50) states.	A few Hours - Same Day (No hits)	\$5.00
Healthcare Compliance Search Premium Monthly Monitoring (Level 3) Search Service: A search of a government-maintained database of individuals disbarred from participation in government-funded programs searches are conducted. Searches conducted are for federal and for all fifty (50) states. Built-in real-time validation against direct source. (*Pricing is per employee/per month. Billed monthly.)	N/A	\$1.00
Verification Search		
Education Verification (Highest Degree Earned) Service: Verifies a person's educational history which can help eliminate falsified or overstated credentials.	1-3 business days	\$6.50
Employment Verification (Per Employer) Service: Verifies a person's past and/or present work experience (including military verification)	1-3 business days	\$6.50
Professional References (Per Reference) Service: Surveying an applicant's professional references with pre-formatted questions regarding their professional character and work performance.	1-3 business days	\$7.45



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License Verification (Per License)	1-3 business days	\$6.45
Service: Verifies status of professional license or certification.		
MVR Services		
Motor Vehicle Record (Per State)	Most states instant	\$2.00
Service: A search of the state Bureau of Motor Vehicle records for driver		
nformation.		
Additional Service		
Social Security Number Trace (SST)	A few Hours – Same Day	\$1.75
Service: A search of credit headers and other database sources to provide nistory of the applicant's names and addresses as they originate from credit		
neaders. SST is recommended as the search criterion identifier for criminal		
nistory searches.		
Credit History	A few Hours – Same Day	\$8.00
Service: A search for credit bureau records to obtain a profile of the		
applicant's financial seven-year history. Records may detail overdue or slow	'	
accounts, charge offs, collections, suits, tax liens, public records, udgements and bankruptcies. (this search should be reserved for positions		
vith access to cash or other negotiable instruments or requiring financial or		
executive decision-making due to restrictions in several jurisdictions limiting		
use in employment)		
Federal Bankruptcy Search	A few Hours – Same Day	\$4.00
Service: A search for bankruptcy records at appropriate federal district court		
10-year history provided. Records are available in all federal district hroughout the United States.		
Miscellaneous		
Database verification fee, if applicable	N/A	\$5.00
/erification of hits on criminal database at the appropriate jurisdiction. Does		Ψ0.00
not include applicable court access fees. Per FCRA compliance, all hits on		
National Criminal Database MUST be verified at the actual court of		
urisdiction.		
Additional Research Fee	N/A	\$7.50
Additional fee for direct applicant contact or extended research beyond the standard product scope. Rate is applied per file (not individual component.)		
Credit Credentialing Fee	N/A	\$130.00
f requesting initial set-up of credit history, please allow 5-7 business days		
or TransUnion to issue a subscriber code. Subscriber codes will be issued		
after all credit credentialing paperwork and site inspection is		
after all credit credentialing paperwork and site inspection is returned/completed.	Por Hour Standard	\$250.00
after all credit credentialing paperwork and site inspection is	Per Hour - Standard Integrations is averaged at	\$250.00



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Set-up Fee	N/A	\$0.00
If requesting initial set-up of Drug Screening services, please allow 7-10		
business days for laboratory account set-up. Set-up fee waived.		

International Criminal Services are available with individual country/territory pricing provided upon request.

Prices do not include court fees, third party verification charge which may apply when an employer or educational institution has outsourced management of their records or MVR state fees. All alias and or all address searches include all jurisdictions and true alias names identified on the Social Security Trace unless otherwise defined. Due to the name-based filing system used by the courts, all court research is conducted on a per-name basis. There is an additional charge for searching AKA's or alias names unless bundled in a package to include all true alias names. There is a \$1.00 fee for a canceled file. If any service is processed prior to cancellation, the service is charged to the file. "Hits" from criminal database searches must be verified at the court of jurisdiction to meet FCRA requirements, additional charges will apply (noted above under Miscellaneous, database verification fee)

Notes:

* All court and data base searches are priced per name. Any additional name will be the same price as the searches requested.



COUNTY CRIMINAL COURT ACCESS FEES

Subject to change without notice

State	County	Fee
Alabama	All Counties \$1.65	
Alaska	All Counties	\$1.25
Arizona	All Counties	\$1.25
	All Counties	\$1.25
	Carroll & Howard	\$1.00
	Pope & Yell	\$3.00
	Craighead	\$3.80
	Mississippi	\$4.00
Arkansas	Calhoun, Chicot, Cleburne, Conway, Desha, Franklin, Greene, Hempstead, Jefferson, Johnson, Lawrence, Miller, Perry, Phillips, Saint Francis & Washington	\$5.00
	Bradley, Izard, Nevada, Randolph & Sharp	\$6.00
	Clark & Grant	\$10.00
	Clay	\$12.00
	Lee	\$20.00
	All Counties	\$1.25
	Colusa	\$1.55
	Siskiyou	\$2.65
	Kings	\$2.95
	Imperial	\$3.23
California	Lassen	\$3.30
Camorna	Humboldt	\$4.25
	Sacramento	\$4.33
	Mariposa	\$4.50
	Los Angeles	\$5.00
	Alpine, Inyo, Medocino, Modoc, Mono, Sierra & Trinity	
Colorado	All Counties	\$2.45
Colorado	Denver	\$5.35
Connecticut	All Counties	\$1.25
Delaware	All Counties	\$1.25
District of Columbia	All Counties	\$1.25
Florida	All Counties	\$1.25

State	County	Fee	
Elorida	Florida Suwannee, Taylor, Union,		
Fiorida	Walton & Washington	\$2.00	
Hawaii	All Counties	\$3.50	
Idaho	All Counties	\$2.00	
Illinois	All Counties	\$2.25	
IIIIIOIS	Fulton	\$5.00	
Indiana	All Counties	\$1.25	
Iowa	All Counties	\$1.25	
	All Counties	\$1.25	
Kansas	Douglas & Shawnee	\$3.00	
Kentucky	All Counties	\$1.25	
	All Counties	\$1.25	
Louisiana	Evangeline	\$5.00	
	Tensas	\$20.00	
Maine	All Counties	\$31.00	
Maryland	All Counties	\$1.25	
Massachusetts	All Counties	\$1.25	
	All Counties		
	Benzie	\$3.00	
	Chippewa, Crawford, Emmet, Kalkaska, Mainstee, Midland, Missaukee, Montmorency, Otsego & Presque Isle	\$5.00	
	Barry, Charlevoix, Huron, Lenawee, Mackinac, Mescosta, Oceana, Ogemaw, Osceola, Ottawa, Rosscommon, Tuscola & Van Buren	\$10.00	
Michigan	Ionia	\$12.00	
	Baraga & Menominee	\$15.00	
	Clare	\$16.00	
	Montcalm	\$17.00	
	Baraga, Charlevoix & Menominee	\$15.00	
	Gladwin	\$19.00	
	Alcona, Alger, Arenac, Berrien, Branch, Dickinson, Hillsdale, Iosco, Keweenaw, Marquette, Oscoda, Sanilac & Schoolcraft	\$20.00	
	Ontonagon	\$30.00	





COUNTY CRIMINAL COURT ACCESS FEES

Subject to change without notice

State	County	Fee		
Michigan	Michigan Delta & Iron			
Wileingan	Gogebic	\$50.00 \$1.25		
Minnesota	All Counties \$1			
	All Counties	\$1.25		
	Jackson & Pearl River	\$1.00		
	Mississippi	\$2.50		
Mississippi	Warren	\$5.00		
	Greene & Hancock	\$10.00		
	George	\$12.50		
	Perry	\$15.00		
Missouri	All Counties	\$0.50		
	All Counties	\$1.25		
	Lake	\$10.00		
	Phillips	\$14.00		
	Yellowstone	\$17.00		
	Pondera & Teton	\$17.50		
	Deer Lodge, Prairie, Ravalli &	\$19.00		
	Roosevelt	715.00		
	Granite	\$21.00		
	Beaverhead, Carbon, Cascade,	\$24.00		
	Missoula, Rosebud & Silver Bow			
	Blaine, Broadwater, Carter,			
Montana	Chouteau, Daniels, Dawson, Glacier, Judith Basin, Lewis and			
iviontana	Clark, Liberty, Lincoln, Madison,			
	Meager, Petroleum, Sanders,	\$28.00		
	Sheridan, Stillwater, Sweet			
	Grass, Valley, Wheatland &			
	Wibaux			
	Fergus & Toole	\$29.00		
	Jefferson	\$34.00		
	Big Horn, Custer, Fallon,			
	Flathead, Gallatin, Garfield,			
	Golden Valley, Hill, Mccone,	\$39.00		
	Mineral, Mussselshell, Park,			
	Powder River, Powell, Richland & Treasure			
Nebraska	All Counties	\$1.25		
Nevada	All Counties	\$1.25		
		7 =0		

State	County	Fee
Nevada	Carson City, Churchill, Douglas, Elko, Eureka, Lander, Lincoln, Lyon, Mineral, Storey & White Plain	
	Washoe	\$1.00
	Nye	\$1.50
New	All Counties	\$10.00
Hampshire	Hillsborough	\$20.00
New Jersey	All Counties	\$5.00
New Mexico	All Counties	\$1.25
New York	All Counties	\$98.00
North Carolina	All Counties	\$1.60
North Dakota	All Counties	\$1.25
Ohio	All Counties	\$1.25
Oklahoma	All Counties	\$1.25
Oregon	All Counties	\$1.25
Pennsylvania	All Counties \$	
Rhode Island	All Counties \$	
South Carolina	All Counties \$	
South Dakota	All Counties	\$20.00
	All Counties	\$1.25
	Marion	\$3.00
Tennessee	Benton & Bledsoe	\$5.00
Telliessee	Huston & Humphreys	\$7.00
	Johnson	\$10.00
	Knox	\$15.00
	All Counties	\$1.25
Texas	Lubbock & Parmer	\$5.00
	Refugio	\$10.00
Utah	All Counties	\$0.20
Vermont	All Counties	\$1.25
Virginia	All Counties	\$1.25
Washington	All Counties	\$5.00
West Virginia	All Counties	\$1.25
Wisconsin	All Counties	\$1.25
Wyoming	All Counties	\$20.00

AccuSourceHR_TW_County Criminal Access Fees_11.09.2023

Signature Certificate

Reference number: VPGGV-TXXAZ-325DZ-GTCMO

Signer Timestamp Signature

Dan Filby

Email: dfilby@accusourcehr.com

 Sent:
 05 Feb 2024 23:35:06 UTC

 Viewed:
 06 Feb 2024 08:32:15 UTC

 Signed:
 06 Feb 2024 08:34:01 UTC

Recipient Verification:

✓ Email verified 06 Feb 2024 08:32:15 UTC

Dau Filby

IP address: 166.205.147.111

Document completed by all parties on:

06 Feb 2024 08:34:01 UTC

Page 1 of 1



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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Busi	iness Entity Ty	oe (Please selec	t one)		_		1				
□ S Prop	ole rietorship]Partnership		imited Liability mpany	X	Corporation	☐ Trust	☐ Non-Pr Organizati		☐ Other	
Busi	iness Designati	on Group (Plea	se sele	ct all that apply)							
□N		□WBE		☐ SBE		☐ PBE		☐ VET]DVET	☐ ESB
	ority Business orprise	Women-Owner Business Ente		Small Business Enterprise		Physically Cha Business Ente		Veteran Ow Business		isabled Veteran wned Business	Emerging Small Business
	•	•		a Residents	Em			- Duamieco	1 -		, Dasinisse
Corp	orate/Busines	Entity Name:	Acc	cuSourceHR,	Inc						
(Incl	ude d.b.a., if ap	plicable)									
Stre	et Address:		118	311 N. Tatum	Blv	d., Suite 30	90 v	/ebsite: htt	ps://www.Accu	SourceHR.com/	
City,	, State and Zip	Code:	Pho	penix, AZ 850)28			OC Name: Da	an Filby, CEO lby@accusourd	ehr.com	
Tele	phone No:		888	3-649-6272			F	ax No: 88	8-649-6244		
Neva	ada Local Stree		N/A	Ą			v	/ebsite:			
	fferent from ab	•									
City	, State and Zip	Code:						ocal Fax No:			
Loca	al Telephone No) :						ocal POC Nan mail:	ne:		
corpo		orporations, limite		y companies, partn					rporations.	t limited to private on the control of the control	ed blicly Traded
This		al members, partn d official(s)? ☑ No (li	ers, owr	ease note that Univ	nvolv ersity	ed in the busines Medical Center	ss entity, a U	niversity Medica	/ee(s), or appoin	hern Nevada full-tim ted/elected official(s	
2.		ıl members, partn	ers, own	on professional ser ers or principals ha ersity Medical Cent	ave a	spouse, register	red domestic	partner, child,	parent, in-law or	brother/sister, half-l	prother/half-sister,
	Yes			ease complete the I				. , . ,,	• •	,	
							pprovals, la			that the University I ithout the completed	

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	Rosalind Bob	NA	Human Resources	

^{*} UMC employee means an employee of University Medical Center of Southern Nevada

Authorized Department Representative

"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 I No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?
Notes/Comments:
Signature Rosaland M. Bob Print Name

[&]quot;Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Award RFP No. 2023-08, FMLA Administrative and Other Related Leave Services to AbsencePlus Administrators	Back-up:
Petitioner:	etitioner: Mason Van Houweling, Chief Executive Officer	

Recommendation:

That the Governing Board award the RFP 2023-08, FMLA Administrative and Other Related Leave Services to AbsencePlus Administrators; authorize the Chief Executive Officer to sign the RFP No. 2023-08 Service Agreement; execute extensions and amendments; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000854000 Funded Pgm/Grant: N/A

Description: FMLA Administrative and Other Related Leave Services

Bid/RFP/CBE: RFP 2023-08

Term: 5 years

Amount: NTE \$1,835,567 Out Clause: 15 days w/o cause

BACKGROUND:

On June 9, 2023, a notice for RFP 2023-08, FMLA Administrative and Other Related Leave Services was published in the Las Vegas Review Journal and posted on the Nevada Government eMarketplace (NGEM) Portal. On August 3, 2023, responses were received from:

AbsencePlus Administrators ComPsych Total Administrative Services Corporation

An ad hoc committee reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with AbsencePlus Administrators ("AbsencePlus").

AbsencePlus will act as an extension of the UMC Human Resources department in all FMLA and other leave processes and must be capable of managing the program in such a way that ensures all functions and tasks are completed on time, within budget, and in accordance with all applicable federal, state, and local requirements, statues, and regulations. AbsencePlus will be available to UMC to accommodate reporting requirements, staff meetings, and audits. Staff also requests authorization for the Hospital CEO to execute extension options and

Cleared for Agenda February 28, 2024

Agenda Item #

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amendments that are within his yearly delegation of authority. The Agreement term is for five (5) years from the Effective date at a NTE cost of \$1,835,567. Either party may terminate this Agreement with a 15-day written notice to the other.

UMC's Director of Human Resources Operations 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 February 21, 2024 meeting and recommended for award by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR 2023-08 FMLA ADMINISTRATIVE AND OTHER RELATED LEAVE SERVICES

COMPONE ADMINISTRATORS, INC. D/B/A ABSENCEPLUS
NAME OF FIRM
Robert Dewey, Chief Client Officer
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
39500 High Pointe Blvd. Ste. 400 Novi, MI 49302
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(616) 334-7345
(AREA CODE) AND TELEPHONE NUMBER
rdewey@absenceplus.com
E-MAIL ADDRESS

AGREEMENT FOR RFP 2023-08 FMLA ADMINISTRATIVE AND OTHER RELATED LEAVE SERVICES

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 COMPONE ADMINISTRATORS, INC. d/b/a ABSENCEPLUS. (hereinafter referred to as "COMPANY"), for FMLA Administrative and Other Related Leave Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$1,830,567.00 as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

The term of this Agreement shall commence on the date of last signature by the Parties below (the "Effective Date") and shall continue for a term of Five years ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

- 1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the fees set forth on Exhibit B not-to-exceed \$1,830,567.00 during the Term. COMPANY may invoice monthly at the rates set forth in Exhibit B for the claims processed. 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:
 - i. 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, Approved a la carte services not included in monthly services, and the Payment Remittance Address
 - ii. Expenses not defined in **Exhibit A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - iii. 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 or be liable for any loss, liability, or cost whatsoever arising from any unauthorized performance of service.
- 7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
- 8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Agreement, attached hereto. In the event of a conflict between the terms of this Agreement and the terms in the Scope of Work, the terms of this Agreement shall prevail. Company shall meet or exceed the guarantied metrics set forth on Exhibit A-2.

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

- C. 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 dedicated account executive (project manager), dedicated implementation and system configuration specialist, four leave specialists, operations supervisor, day to day contact for HR team and employees, and legal and policy review professional for which eight hours is provided. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees

who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises

- F. 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:
 - 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. 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

- D. 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

- E. 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, Daisy Markham, telephone number (702) 207-8238 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

3. 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:
 - No amount shall be allowed for anticipated profit on performed or unperformed services or other work;
 and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that is has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other

rights and remedies provided by law or under this Agreement.

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

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit C** incorporated herein by this reference. COMPANY shall comply with all terms and conditions set forth in **Attachment A** 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: AbsencePlus Administrators

Attn: Ryan Churella

39500 High Pointe Blvd, Suite 400

Novi, MI 48375

SECTION XII: MISCELLANEOUS

B. 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.

C. Amendments

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

C. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written

consent of HOSPITAL shall be void.

D. Audits

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit G**.

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.

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

- 3. 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
 - 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 D**. The information

provided in **Exhibit D** by COMPANY is for the HOSPITAL's information only.

V. <u>Survival of Terms</u>.

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

W. Travel Policy

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

Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

- Company's Invoice
 - 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
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

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

- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Travel expenses shall not exceed \$_0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

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

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ROBERT DEWEY

Chief Client Officer

DATE

SCOPE OF WORK

Family Medical Leave Act (FMLA) Administrative Services

And Other Related Leave Services

EXHIBIT A SCOPE OF WORK

- A. Introduction
- B. Service Expectations and Performance Objectives
- C. Staffing and Resource Management
- D. Program and Task Management
- E. Transition Services
- F. Invoicing, Record Keeping, and Reporting

SECTION 3: GENERAL PROVISIONS

SECTION 4: INVOICING, RECORD KEEPING AND REPORTING

SECTION 5: ALTERNATIVE PROGRAM OPERATION METHODS

DEFINITIONS

Contract – An individual, partnership, or corporation that is responsible for the performance of services under the contract awarded by the Government Body for UMC or its authorized representative.

Deliverable – Any report, software, hardware, data, document, or other tangible item that the Service Provider is required to provide UMC under the terms of the Contract

Family Medical Leave Act (FMLA) - entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Governing Body ("GB") - The Governing Board which is the Governing Body of "Owner".

Intermittent Leave - when it is medically necessary, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule.

Leave of Absence (LOA) – other type of leaves not covered under FMLA.

A. INTRODUCTION

The primary purpose of the FMLA Administrative and Other Related Leave Services Request for Proposal is to support the Human Resources department at University Medical Center of Southern Nevada in evaluating and processing various types of leaves of absence and other tasks that fall within the scope of these services.

The service provider will act as an extension of the UMC Human Resources department in all FMLA and other Leave processes and must be capable of managing the program in such a way that ensures all functions and tasks are completed on time, within budget, and in accordance with all applicable federal, state, and local requirements, statues, and regulations.

The Service Provider will be available to UMC to accommodate reporting requirements, staff meetings, and audits. UMC will not be providing office space, and it is expected that the servicer maintains an office location that provides adequate security for the type of information being handled.

UMC will maintain oversight of the project but it is understood that the service provider will augment the UMC HR staff and manage the day to day tasks in accordance with the tasks and requirements outlined in the scope of work and agreed upon in the final Service Agreement.

The UMC HR leadership will provide direction to the Service Provider through planning and staff meetings as required. A final work plan will be developed once a Service Provider is selected. The work plan will be first and foremost aligned with this scope of work, but also on par with the Service Providers capabilities and capacity. There will be an annual work plan provided to the Service Provider that will consist of tasks, deliverables, and staffing requirements. There will be no duplication of efforts between the Service Provider and UMC.

B. <u>SERVICE EXPECTATIONS AND PERFORMANCE OBJECTIVES:</u>

UMC is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. The UMCSN Human Resources department is responsible for staffing a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level 3 Intensive Care Nursery. In addition, UMCSN operates seven (7) Quick Care facilities and six (6) Primary Care facilities. UMC strives to provide exemplary service to its patients, therefore, has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions.

In addition to procuring industry standard services, we are interested in forward thinking recommendations and best practices for absence management, innovative solutions that will help UMC reduce absence-related expenses, implement processes that fairly and consistently apply FMLA requirements.

The service provider for this contract is expected to perform the following:

- Contractor shall provide UMCSN with a full range of FMLA Administration and other LOA Services and Support.
- Contractor will coordinate, manage and track employees out on leave of absence for FMLA and other LOA activities.
- o Provide a timely and efficient means for UMCSN employees to report FMLA and other LOA claims. The process shall include a customer service center, call center, and/or help desk.
- Collect and process all necessary medical certification forms, verify documentation, and determine if the event falls under qualifying FMLA criteria. Contractor shall communicate to the employee whether or not the event qualifies under FMLA.
- Vendor shall perform a policy and procedure analysis that will consist of:
 - An organization-wide assessment of processes, procedures, and data completed within 2-4 weeks.
 - Addressing compliance, auditing, staffing, and risk reduction issues.
 - Interviews with key personnel to help determine the current culture, areas of strength, and areas of concern.
 - Analysis of the findings and strategy development.
 - Report of how the strategies directly benefit the organizations operational needs.
 - Formal report with recommended next steps.
- Contractor will provide the following services: which may include but not limited to:
 - Intake.
 - Claim Administration (Eligibility, Claim Management, Claim Processing, Intermittent Leave, Recertification, Handling, Escalation, Communication, Tracking, Return to Work, Compliance, Potential leave abuse)
 - Contractor shall have the capability to administer workability and/or independent medical evaluations and/or a release to return to work, as appropriate.
 - Provide UMCSN Human Resource staff access to its data in order to track FMLA leave.
 Tracking shall include, but not be limited to: recertification, continuous, and intermittent leave absences.
 - Contractor shall have the ability to track FMLA leave concurrently with Worker's Compensation claims.
 - Account Management and Dedicated Team of Customer Services 24/7.

- Training.
- Implementation and Transition Services.
- Records Management.
- Contractor shall provide UMCSN complete documentation for each FMLA claim including documentation of communication with employees.
- Documentation and Reports.
- Assist UMCSN in preparing for administrative hearing.

C. STAFFING AND RESOURCE MANAGEMENT

- Service Provider is not required to be located onsite at UMC.
- Must maintain a physical office but may also provide personnel the ability to work in a virtual / "from home" capacity.
- Service provider must be able to provide a Customer Service Center. Hours of operation will be based on
 provider capabilities. Some after-hours tasks may be required for special projects, inspections, or audits. Ample
 time will be given to ensure adequate staffing.
- Key personnel must be available for periodic travel. Travel will be in accordance with UMC Travel Policy.

D. PROGRAM AND TASK MANAGEMENT

D.1 FMLA Leave Request Processing:

• Contractor will receive all requests for FMLA leave and contact the employee, department, and Human Resources department within the required time frames (preferably within 24 hours) stipulated in the FMLA regulations or hospital policy regarding proper notification for leave request, approval and denial notifications, submission/return of forms and other data relevant to the claim. This includes the type of leave requested and the qualifying event to determine eligibility based on but not limited to: diagnosis, appropriate medical findings supporting diagnosis, prognosis, treatment plan, and expected return to work date. FMLA leave will run concurrently with workers compensation, if applicable.

D.2 FMLA Leave Medical Certification:

- Contractor will collect all necessary medical certification and UMCSN required forms to determine if the
 event meets FMLA leave criteria and submit these forms to all applicable parties (employee,
 department, Human Resources,) indicating approved or denial of FMLA leave. Provide an appropriate
 FMLA certification and leave notification(s) letter or electronic notification to the hospital. The contractor
 will provide access to all correspondence and documentation regarding any FMLA Leave when
 requested by UMCSN.
- Certified FMLA leave notifications shall be sent via email using the Contractor's platform.

D.3 FMLA Leave Tracking:

- Contractor will provide a means of facilitating leave tracking. Provides daily reports and access to the SAME system used to track FMLA leave. Contractor will need to be able to correct and audit leave usage.
- Tracking shall include, but not be limited to: absences, recertification, continuous and intermittent leave.

D.4 FMLA Leave Re-certification:

 Contractor will notify the employee, department and the Human Resources department when recertification of FMLA leave is required by the employees.

D.5 FMLA Leave Return to Work:

• Contractor will notify employees and Human Resources Department on FMLA leave concerning the amount of leave used and available, their return or estimated return to work date, and options available to them in accordance with federal, state, local law and/or UMCSN policies and procedures if the employee is not able to return to work once FMLA leave has ended. Employees will be notified at a minimum every 30 days of their FMLA leave for leave granted in excess of 30 days until available leave balance reaches 30 days or less at which time the employee will be notified every two weeks and when leave has expired.

D.6. FMLA Intermittent Leave: Contractor will manage intermittent leaves as follows:

- Communications will be provided using Contractor's web platform for Participants and Contractor web platform for Customer.
- The Contractor will monitor all for patterns indicating potential abuse and investigate such potential patterns of abuse.
- The Contractor will conduct investigative activities such as surveillance of suspected fraudulent leaves; however, prior to conducting such surveillance, approval must be granted by the HR department.
- The Contractor will ensure recertification of chronic conditions as appropriate.
- The Contractor will review all absences that exceed frequency or duration and review for appropriateness and where not appropriate, request recertification.
- Contractor will agree that all records, data, files, input materials, reports, forms and other data received, computed or developed, used and/or stored exclusively for UMCSN pursuant to their agreement with UMCSN are property of the hospital.
- Immediately upon termination of the agreement, all such records and other data shall be furnished without additional charge to UMCSN using Contractor's standard software format to the extent practicable.
- All historical data related to FMLA Leave is to be stored by contractor in their system and accessible to UMCSN Human Resources, Auditors and applicable department of the employee.
- The Contractor must transmit intermittent leave requests and approvals to UMCSN on a daily basis.

D.7 Account Management and Customers Services:

- Contractor shall provide a dedicated and responsive account management and customer service team for responding to inquiries and resolving employee issues.
- The Contractor shall assign a designated Account Manager with responsibility and authority to take all
 necessary steps to ensure that UMCSN's expectations are met and to solve all professional
 performance, handling questions and resolve problems that arise, addressing issues related to the
 implementation and operation invoicing and other conflicts that may arise.
- The Account Manager shall be trained in FMLA and hospital policies and procedures.
- Account Manager will meet with UMCSN staff at least quarterly (as determined by the hospital) to review and resolve open items and to review all invoices prior to UMCSN approval of such invoices for payment. Meetings will be virtual.
- Contractor will assign an implementation leader to manage the implementation process and to coordinate member communications with hospital personnel.
- Contractor will provide to the hospital the appropriate member communication materials to ensure a successful communications campaign.
- Contractor shall provide the hospital with communication tools and other materials to promote and advertise the service including posters, business cards and brochures customized to UMCSN for employees of the hospital.
- Contractor will provide a process for billing administration that is flexible, simple and cost effective such that it meets hospital's needs.
- Meet and maintain federal and state compliance regulations in all handled cases.
- Timely response to employees and/or department personnel as defined by federal regulations, State and Local law and hospital Policies and Procedures.

 Contractor shall provide a dedicated Customer Service Representatives (CSR) to be responsible for responding to the hospital. The CSRs must be available twenty-four (24) hours, seven (7) days a week, including weekends and holidays. CSR must be available via a toll free number and will return all calls within twenty-four (24) hours.

D.8 FMLA Compliance:

- Compliance with Federal and State of Nevada FMLA laws including, but not limited to, the Americans with Disabilities Act (ADA).
- Investigate internal complaints filed by employees alleging violation of and/or interference with FMLA rights.
- Compliance with HIPAA privacy requirements.
- Security measures in place to ensure all data is protected during transmission and data storage.
- Provide a customized policy & procedure review with training program which includes a legal and risk analysis to strengthen policies and reduce avoidable absenteeism or loss of workdays.

D.9 FMLA and other LOA Leave Training: (This requirement will be specified in the work plan)

- Contractor will provide web-based remote training to specified HR personnel and other authorized staff on the Service Providers processes, procedures and capabilities including proposed system and codes.
- Develop a customized program for continuous education and training.
- Provide online training materials provided for various levels of usage, (i.e., HR personal, employee, and supervisors/manager system user).
- Provide user level specific training tools for vendor systems and processes.

E. TRANSITION SERVICES: (Transition plan will be developed)

 Upon termination or expiration of the contract, the Contractor shall work with any new service provider and the hospital on transferring all required data including but not limited to all open claims via electronic transmission. This will include but not limited to SAPs, all files (electronic or otherwise), contact information, and forms.

F. INVOICING, RECORD KEEPING, AND REPORTING

F.1 FMLA Leave Reporting and Communication:

- Provide detailed reports on employee FMLA.
- Provide real-time FMLA status report to Human Resources, Department Heads, Managers and Supervisors.
- View a wide range of standard reports or generate custom reports that can be sorted by departments.
- Provide repository for continuous, intermittent and reduced schedule FMLA activity.
- Provide the capability to create reports that contain the FMLA data "on demand" that can be accessed by and exported to Human Resources personnel, and management staff.
- Provide periodic reports to demonstrate program results, including hospital's return on investment.
- Provide annual stewardship reports.
- · Provide benchmarking data
- Provide claim cost analysis

F.2 COMMUNICATION:

Contractor shall provide the following standard FMLA Services reports and standard communication letters (but are not limited to the list below):

FMLA Services report on demand via web access. This report shall list active FMLA cases with the
most recent administrative activity.

- FMLA Services report on a monthly basis. This report indicates the number of FMLA claims/cases that
 have been administered and finalized, the number of active Covered Employees, the number of
 Covered Employees that have returned to work, the length of FMLA leave time and demographics.
- Notice of eligibility FMLA Leave
- Approval FMLA Leave
- Denial (insufficient length of service) FMLA Leave
- Denial (insufficient hours worked) FMLA Leave
- Request for Missing Medical Information FMLA Leave
- Continuous Leave Designation
- Intermittent Leave Designation
- Intermittent Absence Notification
- Denial Recertification Notice
- Denial FMLA Time Exhaust
- Closed Time Exhaust
- Closed Return to Work
- FMLA Leave -- Military Leave approval
- FMLA Leave Exhaust Leave at 10 weeks
- First year leave exhaust letter
- Contractor will provide real time notification to inform UMCSN when any changes in status occurs to or from leave of absence.

F.3 RECORD KEEPING

The Contractor will be the custodian of all FMLA and other LOA records and shall be required to provide information to UMCSN and outside entities upon request of the hospital. The Contractor will also comply with all federal, state, and local regulations regarding the maintenance and storage of all records associated with the hospital's FMLA and other LOA programs.

TECHNOLOGY / SYSTEM CAPABILITIES

- The Contractor shall provide all software, including integration tools, necessary to integrate information with existing systems. Software shall interface with current programs used by the hospital.
- A computer system that is able to integrate with the County ERP (SAP), Timekeeping (Kronos), Scheduling (Inovaln/SmartForce).
- System is required in order to access the information needed to make the appropriate FMLA decision, and update employee record.
- Software will need to capture basic employee demographic, compensation, leave eligibility information, scheduling, and absence information from the County ERP (SAP), Timekeeping, and Scheduling Systems.
- System is able to communicate with limited manual activity in real time and/or quickly.
- Web-based technology (preferred).
- Historical data integration/migration.
- Contractor shall provide the file layout requirements.
- Standardized interface and compatible with the following systems:
 - o Kronos Workforce Version 8.1.17
 - SAP Version 770
 - o Inovalon (SMARTFORCE) Version 7.11

3.

Project Approach & Work Plan

Key Program Objectives



QUARTERLY BUSINESS REVIEWS & CLAIM REVIEWS

Conduct reviews to keep our focus on the program results and trends to continually measure new programs or process modifications we put into place.



CLAIM COST ANALYSIS

Data Mining of Historical claim data for top drivers of claim costs and activity.



ANNUAL STEWARDSHIP REPORTS

Develop a comprehensive view of the UMCSN program in conjunction with client-specific metrics.



CUSTOMIZED POLICY & PROCEDURE REVIEW WITH TRAINING PROGRAM

Legal and Risk Analysis for areas to strengthen policies to reduce avoidable absenteeism or loss of workdays.



BENCHMARKING DATA

Develop a point of reference for measuring performance by benchmarking historical data



DATA SHARE FOCUS

Maximize the sharing of key data to support your operations and ours.

Section 3 - Project Approach / Work Plan Response

Provide an explanation of the Proposers work plan documenting the firm's ability to perform the Scope of Work set forth in this RFP. The Proposer must include the following and will be evaluated on the demonstration of the factor and the quality its submission:

 a. Provide a description of your company's capacity and availability to successfully manage a project of this size

The project goal is to implement an FMLA and Leave administration service that adheres to the Scope of Work outlined by UMC in a timely, compliant, and seamless manner. UMC expects a partner who can support the Human Resources department in evaluating and processing various types of leaves of absence that fall within the scope of services. AbsencePlus Administrators, Inc. has a team of highly qualified, dedicated professionals. The AbsencePlus team brings decades of experience administering successful absence management programs for healthcare and public sector employers. These programs range from a few hundred employees to several thousand, including major public universities, school systems, and city and state governments. Our operations team brings years of experience administering leave of absence programs and years of program management experience from our aligned Account Executive.

b. A proposed plan to accomplish the Scope of Work

As an acute-care hospital that operates seven Quick Care and six Primary Care facilities, UMC's Human Resources department is responsible for staffing the operation and maintaining "exemplary service to its patients." AbsencePlus takes your responsibilities seriously and strives to do the heavy lifting regarding FMLA, Leave administration, and compliance. We offer the following plan to accomplish UMC's Scope of Work.

AbsencePlus offers end-to-end FMLA leave administration. Leave administration is provided by a professional staff dedicated to the success of your organization. Absence Specialists actively manage all leaves, monitoring the frequency and duration of intermittent claims and the employee's progress toward return to work. AbsencePlus' call center is available 24/7, 365 days per year. We will provide a dedicated number specifically for UMC employees. Our call center, based in Nashville, TN, will use this dedicated number to identify the caller as your employee. We will ensure UMC employees receive personalized service.

AbsencePlus is experienced in building the service requirements to the needs and workflows of our clients. Utilizing experienced professionals, we will build the standing practices into the system business rules and workflows and provide you with comprehensive and custom service instructions published at go-live.

Our Director of Implementation will coordinate all aspects of the implementation project, from training, system setup, change management, and data feeds. Implementation will include a detailed project plan, weekly calls, custom claim kits, and establishing a dedicated concierge email/phone tree for UMC. System training is done onsite or via WebEx, and training materials are provided. Please see our attached Implementation Project Outline Sample in Section Four.



Section 3 - Project Approach / Work Plan Response cont.

Post-implementation, UMC will have a dedicated Sr. Account Executive responsible for adhering to and maintaining the UMC Service Handling Instructions (SHI) and coordinating all reporting. The Sr. Account Executive is responsible for continuous process improvement for UMC. Project management tools and reports track ongoing key performance indicators (KPI), benchmarks, and client service. The Sr. Account Executive will provide guidance on new industry trends and tools so that UMC remains on the cutting edge of best-in-class performance. Your Account Executive will meet with UMC at least quarterly. We will also provide our Quarterly Stewardship Report, demonstrating program results and return on investment.

Our award-winning FMLA claim system has extensive data tracking, monitoring, and reporting. This web-based platform has both a client interface, as well as an employee self-service portal. All continuous and intermittent FMLA absences are tracked, as well as utilization, requests for certification, and recertification. We provide an extensive dashboard to show real-time trends and benchmarking. Scheduled reports will provide the necessary data to support monthly, quarterly, and yearly performance guarantees.

We have partnered with ClaimVantage, the industry-leading claim and absence management software. This software, built on the Salesforce platform, offers the highest level of data security. The system and platform adhere to the highest cybersecurity, data integrity, and ISO/SOC certifications. Storing data in the cloud is more secure than hosting on our data servers.

Salesforce has heavily invested in the security and resilience of its infrastructure. Its data center operations maintain ISO 27001/17/18 and SOC 1/2 Type II certifications and are FedRAMP and GDPR compliant. Salesforce.com is a certified licensee of the TRUSTe Web Privacy Seal and TRUSTe Safe Harbor Seal and abides by the EU Safe Harbour Framework. They have a host of other certifications, standards, and regulations and detailed network and physical security mechanisms in place, which are outlined on their website.

While ClaimVantage maintains industry best practices for security, including compliance with the SOC2 framework, our partnership with Salesforce ensures that Salesforce indemnifies your data.

c. Proposed solution to Owner or Proposer identified challenges

Per the Integrated Benefits Institute's (IBI) most recent industry report, UMC's intermittent employee leave usage is at the 95th percentile compared to other like industries (hospitals). IBI also gathers State data on the number of lost workdays per leave. For Nevada, the average days lost per leave claim is 20.7. Per the addendum, UMC has had 4,640 leave submissions over the past two years. Theoretically, that equates to 96,000 lost workdays.



Section 3 - Project Approach / Work Plan Response cont.

Our solution would:

- 1. Track and validate the lost workdays to truly gauge the leave usage impact.
- 2. Review policies, procedures, and claim trends to identify the root cause of excessive usage.
- 3. Implement channeling and control process to eliminate misuse, overuse, and improve efficiency and accuracy.
- 4. Implement Loss Prevention training to staff in key areas of impact.

d. Describe a current workflow your company uses that has proven successful

Leaves may be submitted via our portal, email, or telephone with a live intake specialist. The intake 'wizard' guides the intake/employee with reflexive questioning to ensure the necessary information is collected to create a claim, enhancing standardization and efficiency. Once created, a leave is automatically assigned to the Specialist assigned to UMC. The 3-step claim wizard quickly gathers the most Critical information and provides instant notification to the employee, UMC rep, and the Leave team. Your Leave Specialist will contact the employee within one business day and provide a guided discussion to provide clear direction and answer any questions. Required documents are available on the portal and will be customized for UMC employees. Please see the AbsencePlus FMLA workflow attached for more detailed information.

Easy leave submissions and a dedicated leave specialist who only works with UMC employees provide UMC's most in-depth, responsive, and rewarding experience.

e. Describe methods the company follows to ensure you are familiar with new regulations / industry trends

AbsencePlus ensures compliance with all federal and state unpaid leaves. Our software solutions partner provides continuous compliance and regulatory updates built directly into the system. At the same time, your aligned Account Executive will keep you updated with all changes as part of your regular program reviews.

AbsencePlus attends compliance conferences and subscribes to legal and regulatory update services. This investment keeps us apprised about what regulations are being discussed, proposed, and in legislatures for potential enactment.

We provide a quarterly notice to our clients on upcoming proposed new rules and laws.



Section 3 - Project Approach / Work Plan Response cont.

f. Provide a list of all services your company provides along with a price list. Please include services that are provided at no additional cost, pricing for bundled packages (if applicable), installation or start up fees, pass thru charges, including how the charge is accrued, and training costs.

AbsencePlus operates in the leave of absence, disability, and ADA compliance spaces for employers, offering complete Integrated Disability Management.

Integrated Disability Management

- AbsencePlus Integrated Disability Management services include the following:
- Family Medical Leave Administration- Exhibit B
- Company-Specific and Miscellaneous Leaves Exhibit B
- Paid State and Local Leave Plans Exhibit B
- ADAAA Compliance Additional cost
- COBRA Administration Additional Cost
- Loss Prevention Consulting and Training- Additional cost
- Legal Policy Review and Policy Writing 8 hours annually included. Additional cost thereafter.

Rate Reduction Program:

UMC is at the 95th percentile for Leave usage per employee, based on the Integrated Benefits Institutes' benchmark study for Hospitals. AbsencePlus is confident in our program and resources that we can improve the lost days and leave usage for UMC. We are proposing a rate reduction as Leave usage and lost days reduce. Please see exhibit B for an outline of tying our rate to annual leave submissions.

AbsencePlus will charge a \$20,000 Installation fee. This fee covers all required systems integration, employee training, change management materials (wallet cards, notices, custom communications, web link), and unlimited Portal licenses.

Service fee includes all leave administration services, including the listed company-specific, miscellaneous, and State Leaves. It also covers 8 hours of annual Legal-Professional Policy review, writing, and guidance. Additional Legal-Professional services are \$175 per hour. A preapproved Statement of work will be provided before the onset of services for each project.

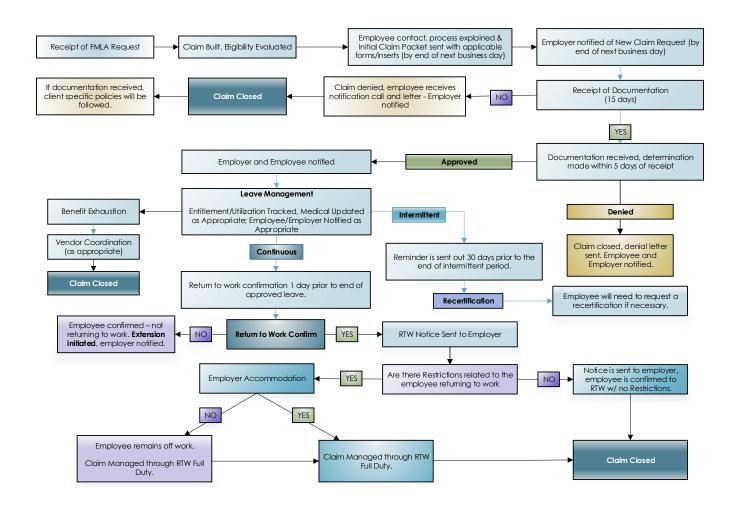
ADA compliance and Cobra Administration are charged at \$.90 PEPM each. A 10% discount applies for bundling these services with leave administration.

g. Using Appendix "Other Pricing Offered," fill in pricing for services that may not currently be provided but can be developed or customized and billed as an "al-a-carte" service.

See Exhibit B- Fee and Delivery Schedule



FMLA Workflow





4.

Performance

Section 4 - Performance Response

The Proposer shall provide a description of the following:

a. Company's past performance on same / similar projects

AbsencePlus has multiple large employers, such as UMC, in the healthcare and public entity space. We have 100% successful implementation and a 100% client retention rate over the past five years. We put in place an annual plan for each client to drive continuous improvement. We go above and beyond for our clients. We encourage you to discuss our services with any of our client references.

b. Approach to 6 month requirement to implementing the Scope of Work

The AbsencePlus Director of Client Implementations is a dedicated resource responsible for client setup, project management, process development, and system configuration. The typical implementation timeframe is 120 days and is tracked via Asana project management software. UMC would be provided access to the project's schedule and status via our customer space on Confluence. UMC would be able to upload and download deliverables and materials directly to and from the Confluence to ensure timelines are met by all parties involved.

The Implementation process consists of six key milestones:

- Milestone 1: Contracts Signed
- Milestone 2: Kick-off Call
- Milestone 3: Discovery
- Milestone 4: System Setup
- Milestone 5: Training and Readiness
- Milestone 6: Go-live & Shadow Support

AbsencePlus will provide FAQs, absence ID Cards, and brochures that provide contact information for AbsencePlus and steps employees should take to initiate a leave request. All materials will be discussed and customized during implementation.

c. Plan to work with current provider to transfer data

Our claims solution allows us to easily download all claim history, including the data, files, and records, to administer the leaves on an ongoing basis. This will include 1-2 years of historical claim data. We will work with the UMC to confirm the method and format that the records require.



Section 4 - Performance Response cont.

d. Describe how your organization measures and reports satisfaction and service success

We measure several key performance indicators to ensure the highest quality of service for our clients; these include but are not limited to internal claim audits, end-of-claim surveys for some clients, and regular program "touch bases" led by Client Services to ensure program performance and satisfaction. KPIs will vary depending on the client's needs and the program, and AbsencePlus can track and report on these metrics to ensure continuous improvement and first-in-class client experience.

Our key measurement is the return on investment. We will track the reduction in leave usage and lost workdays to demonstrate that UMC chose the right service provider for a healthier workplace, workforce, and an improved balance sheet.

e. Provide details on how clients make comments on your company's performance

Our clients have access to a dedicated Account Executive, Senior leadership, and our Owners. At any time, clients can directly communicate with the Executive team who you will meet.

We provide an annual client engagement survey that is independently issued to obtain client feedback on our core values; Compliance, Convenience, and Caring.

Additionally, we routinely solicit Client testimonials.

f. This process is critical and temporary inaccessibility, for even a few days will create a substantial burden for our HR team and employees. Please provide a detailed description of your company's system failure contingency plan to include backup protocols.

We have extensive data backup processes and security procedures. The data protection, storage, and disaster recovery are routinely tested by an independent 3rd party and are SSAE18 certified. These reports are available upon request. Our system is available 99.9% as a service requirement.

Please see our exhibits on our data backup software and process.



Seamless Implementation



01 REVIEW & DESIGN

- Policy analysis and breakdown
- + Requirements review
- **+** Establish a project schedule
- * Scheduling project status meetings
- Complete Custom Service
 Instruction Guide

03 DEPLOYMENT

- **+** Correspondence configuration
- Operational Readiness & Training
- Client Training Delivered
- Load production ready Eligibility
 and H&T Files
- Load job descriptions & claims data



02 DEVELOPMENT & CONFIGURATION

- System configuration and policy set up
- + Test & Validate Eligibility Files and data
- + Test & Validate H&T File data
- Preparing for client and operational training

04 POST IMPLEMENTATION

- + Assist in post implementation transition
- Schedule post implementation status meetings
- + Load H&T Gap File
- Support client services and operations with tracking open items log



Implementation Project Outline - Sample

STEP	IMPLEMENTATION TASK	PARTICIPANTS	IMPLEMENTATION TIMELINE
	Sales Hand-off to Implementation	Sales	
	New Client Overview/Set Up for Implementation	AbsencePlus - PM	
PRE-IM	PLEMENTATION		
1	Gather Requirements & Policy Information	Broker	2 week before kick off
2	Client/Vendor Introductions	Broker/AbsencePlus	1 week before kick off
3	Identify Key Stakeholders	AbsencePlus - PM	1 week before kick off
SALES 8	& CONTRACT		
4	Signed Business Agreement	Client	Before Kick Off
5	Review Statement of Work	AbsencePlus - PM	Day of project kick off
6	Schedule Kick Off Meeting	AbsencePlus - PM	Day of project kick off
7	Identify Billing Information/Contact	AbsencePlus - PM	Day of project kick off
8	Request Client Information: Logo, Handbook, Policies	AbsencePlus - PM	5 days after kick off
MEETIN	IGS AND CONFERENCE CALLS		
9	Kick off Meeting to begin Implementation	AbsencePlus - PM	1 week before kick off
10	Schedule Weekly/Bi-weekly Status Meetings	AbsencePlus - PM	1 day after kick off
REQUIR	REMENTS REVIEW & FILE FEEDS		
11	Policy Breakdown and Overview	Client	1 week after kick off
12	Review and Sign-off on Eligibility File Requirements & Layout	Client	2 weeks after kick off
13	Test Eligibility File Due	Client	4 weeks after kick off
14	Production Ready Eligibility File Due	Client	10 weeks after kick off
15	Review and Sign-off on Historical & Takeover File Requirements & Layout	Client	3 weeks after kick off
16	Test H&T File Due	Client	5 weeks after kick off
17	Production Ready H&T File Due	Client	12 weeks after kick off
18	Review and Sign-off on Custom Service Instructions Guide (CSI)	Client	5 weeks after kick off
19	Updated H&T File - Reconcilliation File for Go Live	Client	5 days after go live
CLIENT	SET UP AND CONFIGURATION		
20	Secure Site Set Up	AbsencePlus - PM	5 days after kick off
21	Change Management Materials	AbsencePlus - PM	1 week after kick off
22	Workflow Overview	AbsencePlus - PM	6 weeks after kick off
23	Correspondence Letter Review	AbsencePlus - PM	7 weeks after kick off
24	System Set Up/Configuration of Employer and Policies	AbsencePlus - PM	2 weeks after kick off
25	Client Training: HR Overview and Portal Training	AbsencePlus - PM	3 weeks prior to go live
26	Load Client Documents: Certification Forms, Job Descriptions, Packet Inserts, etc.	AbsencePlus - PM	3 weeks prior to go live
27	Operational Training on services and Custom Service Instructions Guide (CSI)	AbsencePlus - PM	2 weeks prior to go live



Implementation Milestones

Milestones **Contract Review CONTRACT Contract Signed Team Notified of Completed Contract Review of Implementation Process KICK-OFF** Collect customer documentation and handbooks **CALL** Define Review the customer documentation Define custom processes and correspondence **DISCOVERY** Confirm Federal, State, and Company leave policies System setup and testing **SYSTEM** Review of customized letters and templates **SETUP** Eligibility File Setup and Testing **Customer and Operations Team Training TRAINING** Production Eligibility and H&T File Loaded AND **READINESS** Final Go-live sign-off Go-live **GO-LIVE & SHADOW** Gap Takeover Claim File **SUPPORT Shadow Support**



Fortify Salesforce Data Security with OwnBackup Secure



As the Salesforce platform grows in complexity, so does the risk of exposing sensitive data internally within your organization — and to external parties.

With OwnBackup Secure, equip your CRM admins, InfoSec, Centers of Excellence, and Compliance teams to protect their Salesforce data. The ultimate goal: Making sure your SaaS data remains a valuable asset — not a costly liability.

As a managed package built natively on the Salesforce platform, Secure delivers powerful data security insights to guide data classification, compliance requirements, encryption, and evidence-based reporting to give security leaders confidence in their SaaS data.

Benefits of OwnBackup Secure

Identify security risks with confidence

Pinpoint misconfigurations, incorrect permissions, and data exposures wherever they may be in Salesforce.

Strengthen security posture across Salesforce orgs

Quickly assess your current Salesforce implementation and how it aligns to your policies around data classification, access controls, Salesforce Shield Platform Encryption (encryption at rest), data retention, and compliance audits.

Classify sensitive information with ease

Isolate exactly where sensitive information exists in Salesforce and apply classification categories without leaving the platform.

Control access rights with precision

Stop Salesforce configuration creep with granular "Who Sees What" lenses, and trace individual, group or guest access rights down to the record level.

Accelerate remediation with detailed blueprints

Proactively automate remediation of data vulnerabilities and encryption blind spots with detailed action plans and real-time alerts.

Prove compliance with industry regulations

Deliver real-time, evidence-based reports and audits to satisfy internal policies and external regulations in highly regulated industries.

Accelerate Salesforce Shield implementation

Implement and report on Shield Platform Encryption to understand why encryption is blocked and what needs to be resolved down to the field level.

Deploy Secure with our experts' help

OwnBackup's team of security analysts will guide you through data security exposures, risks, and roadblocks, ensuring your Salesforce data is safe from external data breaches or overprivileged internal users.

Data security risks are on the rise

- 88% of sensitive Salesforce data remains exposed to hacking and misuse by employees
- 84% of Salesforce customers who purchased Shield Platform Encryption still have sensitive data not encrypted
- An average Salesforce production org contains
 2,300+ fields with sensitive and high-risk fields exposed

Source: The Salesforce Data Risk Report, OwnBackup, 2022

What customers are saying

Not only did they deliver an application that simplifies a really complicated process, they provide a consultative approach with a wealth of experience.

Donna Heyvaert

5-star AppExchange reviewer

Why OwnBackup Secure?



Strengthen your security posture by identifying data exposure risks and proactively taking action



Accelerate Salesforce Shield Platform Encryption (encryption at rest) by 80%



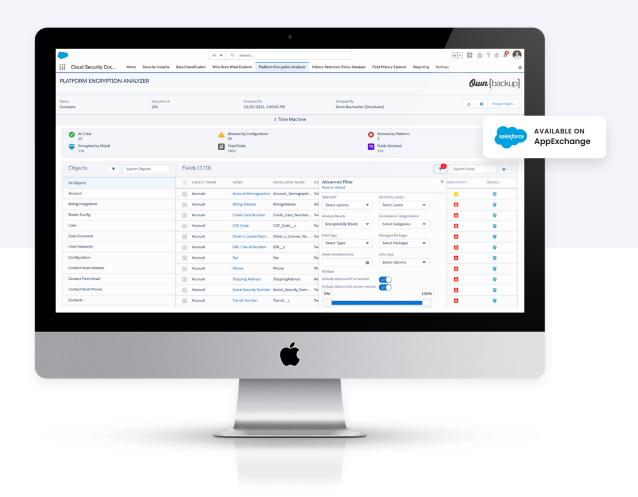
Ensure employees have the minimum access to data needed to do their jobs

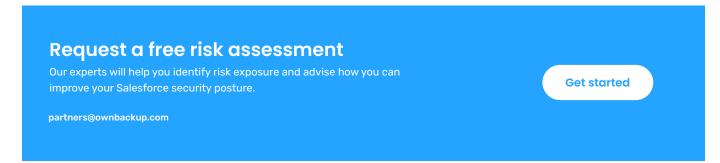


World's fastest-growing data protection solution, protecting more than 4,000 businesses and counting



400+ 5-star AppExchange reviews







Executive Summary: OwnBackup Disaster Recovery Plan

OwnBackup is an SSAE-16/18 SOC 2 Type II and an ISO 27001 audited company. As part of our information security program we maintain a backup policy and a disaster recovery plan (DRP).

A leading cloud-to-cloud backup and restore vendor, OwnBackup provides secure, automated, daily backups of SaaS and PaaS data, as well as sophisticated data compare, restore, replication and sandbox seeding tools for disaster recovery.

This document serves as a summary of OwnBackup's Disaster Recovery Plan. The complete DRP is considered company confidential and cannot be shared.

OwnBackup uses Cloud Security Provider (CSP) Object Storage (AWS S3, Azure Blob) for long-term encrypted data storage, and CSP Block stores (AWS EBS, Azure Block Storage volumes), for the temporary storage of encrypted customer data during the backup process:

For data stored on S3, object versioning with automatic aging together are used to meet our SLAs and comply with internal DRP (Disaster Recovery Policies) and backup policies. For these objects, OwnBackup enables RPO of 0hrs (that is, the ability to restore to any version of any object during a 14 day period). For legacy customer(s) data stored on EBS, OwnBackup uses twice-daily snapshots of all the EBS data volumes. In the event of any internal data loss/corruption or damage, the volumes can be quickly recreated from their snapshots (which are stored on a separate infrastructure in the same physical region). With this approach, OwnBackup enables RPO of 12hrs for data stored on these volumes.

Logical backups as well as twice-daily snapshots of the volumes in our supporting infrastructure are implemented in order to enable RPO of 12 hours for these systems. Compute Instance issues can be resolved by simply rebuilding a new instance of the same type and configuration.

OwnBackup's DRP is designed to enable 4hr RTO, and is exercised bi-annually.

For additional questions please contact support@ownbackup.com

Revision History

Version	Date of Change	Responsible	Summary Change
1.1	October 18, 2015	Ariel Berkman	Created
1.1.1	June 20, 2016	Ariel Berkman	Updated to account for SOC II audit.
1.2	July 2, 2016	Ira Abramov	Added Azure details.
1.3	Nov 10th 2016	Ariel Berkman	Minor changes to Azure information.
1.4	Oct 16 2017	Ariel Berkman	Removed Azure datacenter in singapore which is not in use
1.5	Feb 20 2018	Lee Aber	Upgraded language for 2018 and enhanced Azure coverage
1.6	June 7 2019	Lee Aber	Added new AWS canada central region, revised config mgmt system
2.0	Sep 28 2020	Travis Howe	Annual Review-Azure Disks vs. Blobs – Standardized Document Classification
3.0	January 17, 2022	Travis Howe	Review for 2022. Added ISO the certification. Reworded to align with the current Disaster Recovery Plan.

6.

Staffing

Section 6 - Staffing / Project Team Response

Provide an explanation of the Proposer's project management structure and key personnel, and/or sub- consultants, for the services. It should include the following:

a. An identification of the proposed Project Manager and other key personnel (project staff) who will be responsible, with resumes (limited to one page per person), describing their qualifications for each position.

AbsencePlus has a full team ready to implement administration and move your program forward.

Gloria Peterson, Director of Client Implementation, will lead the implementation process. She has over 14 years of experience in the insurance and technology industries. She has experience in program management, client implementations, system enhancements, and disability and leave administration through her work with insurance carriers, employer groups, and technology companies. Gloria is a Certified Professional in Disability Management (CPDM) and Certified Leave Management Specialist (CLMS) responsible for Absence Management client onboarding, requirements gathering, and completing the system setup.

Gloria has experience in program management, client implementations, system enhancements, and disability and leave administration through her work with insurance carriers, employer groups, TPAs, and technology companies. She is a dedicated resource responsible for client setup, project management, and system configuration. Our implementation plan will guide the seamless transition with your prior TPA with minimal time commitment from the UMC.

The strategic team for UMC will be comprised of:

Chief Client Officer – Robert Dewey
Director - Client Implementation – Gloria Peterson
Absence Supervisor – Cami Barker
Client Communications Director – Mylah Luper-Johnson
Legal Policy Professional – Jill Mulder

Please see the attached bios for **Key Personnel** on the following page.

b. Description of the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

As a concierge service provider, we ensure our clients receive a customized and high-touch program. UMC would be a Platinum-level client and will be guided by our best resources to ensure you receive the best outcomes. Our team manages a lower-than-industry-normal caseload, so they have the time to be detailed, exact, and responsive to your employees.



Section 6 - Staffing / Project Team Response cont.

c. A description of the role and responsibilities of each of the key personnel (or sub-consultant)

Below, we identify the key personnel for each functional area this contract requires and their roles and responsibilities. All key personnel are referenced in the organizational chart; their bios are attached.

Account Executive and Single Point of Contact

Key Personnel: Robert Dewey - Chief Client Officer

Job Functions: Robert will oversee your program's high-level reporting, project management, and

compliance updates. Robert holds an MBA and is a thought leader responsible for

guiding inter- and intra-company teams to success.

Implementation

Key Personnel: Gloria Peterson, Director – Client Implementation

Job Functions: Gloria will oversee implementation from start to finish. She works closely with all

Key Personnel to ensure a smooth and efficient transition. Gloria will track the implementation checklist, providing timely progress updates back to UMC. She and her team will be responsible for ongoing updates to the Software solution, adding any additional configurations to match changes to the state's policies,

procedures, and user access.

Claims Management

Key Personnel: Cami Barker, Supervisor – Leave and Disability Administration

Job Functions: Cami ensures the accuracy, consistency, and compliance of claim adjusting.

She oversees the Absence Specialists, focusing on coverage analysis, timely

investigation, benefit delivery, and resolution.

Client Communication

Key Personnel: Mylah Luper-Johnson – Claims Service Companies

Job Functions: Mylah provides client updates on services, solutions, and impactful information,

such as legislative changes. She ensures the information is clear, concise, and

enjoyable.

Legal Resource

Key Personnel: Jill Mulder, JM, CLMS – Human Resource Services

Job Functions: Jill is legal counsel that specializes in healthcare law and employer law. Jill will

provide legal review and guidance on HR Policies, Compliance, and Strategy.



Section 6 – Staffing / Project Team Response cont.

d. A description of the project team's experience in working together on similar work.

This team has worked on multiple projects together, as we are all long-tenured employees with AbsencePlus. Please see Section 5, project list. Each member worked together on each of those projects.







Robert Dewey MBA, CPIA, AIC

Chief Client Officer

Industry Experience: 25 years

Overview:

Rob brings over 25 years of experience to the AbsencePlus team, having led and grown Third Party Administration claim companies from Startup to National Prominence. A licensed Property & Casualty Insurance Producer and an Associate in Claims (AIC) Insurance Designation holder, Rob also has achieved the Executive MBA from the prestigious Eli Broad College of Business at Michigan State University.

Having been involved with Third Party Administration from Startup, to Large Regional, to National level services, Rob finds that while the size and complexity of the client may differ, the needs and problems are similar. It's about delivering on promises made and being a partner during all phases of the business cycle.

Formal Education/Certification:

- · Master of Business Administration Eli Broad College, Michigan State University
- Associate in Claims-Insurance Institute of America

Professional Affiliations/Awards:

Licensed Property & Casualty Producer

Responsibilities include:

- Guiding Inter and Intra Company Teams to build unique solutions for our clients
- Thought Leader for the FDI Group of Companies on all things Claims Services
- Align resources and investment to ensure the AbsencePlus Business remains in the fore front of innovation, efficiency and quality service to our clients.





Gloria Peterson

Director of Client Implementation Leave and Absence Management

Industry Experience: 14 years

Overview:

Gloria has over 14 years of experience in the insurance and technology industries. She has experience in program management, client implementations, system enhancements, and disability and leave administration through her work with insurance carriers, employer groups, and technology companies. Gloria is a Certified Professional in Disability Management (CPDM) and Certified Leave Management Specialist (CLMS). Gloria has a Master of Business Administration from University of Southern Maine and a B.S. in Business Management from the University of Maine. As the Manager of Client Implementation, Gloria is responsible for Absence Management client onboarding, requirements gathering, and completing the system setup.

Formal Education/Certification:

- Bachelors of Business Management Management & Change Management
- Master's in Business Administration Health Management & Public Policy
- Certified Leave Management Specialist (CLMS) DMEC
- · Certified Professional in Disability Management (CPDM) IEA
- Society of Human Resource Management Certified Professional (SHRM-CP)

Professional Affiliations/Awards:

- Disability Management Employer Coalition
- · Society for Human Resource Management

Responsibilities include:

- Client Onboarding Management
- · Requirements Gathering

- System Setup and Enhancements
- Training

Business Experience:

- Program / Project Management
- Client Implementations and System Enhancements

Industry Expertise:

- Banking
- Customer Service
- Healthcare
- Insurance
- Public Entities

- Retail & Grocery
- Third-Party Administration
- Technology
- Transportation Air & Rail
- Unions Air, Retail, and Transportation





Cami Barker

Supervisor Leave and Disability Administration

Industry Experience: 10 years

Overview:

Cami has over 24 years of customer service experience, including four years of practicing in the insurance industry. Cami's experience includes: managing Federal, State and Company leaves of absence as well as experience handling Short-Term and Long-Term Disability claims. Cami is experienced in claim investigations, new hire training, and process evaluation/improvement. Her focus is teamwork and providing exemplary customer service to both internal and external customers.

Formal Education/Certification:

- · ADA Coordinator- University of Missouri
- Certified Leave Management- CLMS

Professional Affiliations/Awards:

• Disability Management Employer Coalition

Responsibilities include:

- · Accurate, consistent claim adjusting
- Compliance with customer requirements
- Focus on:
 - Coverage analysis
 - Timely Investigation
 - Benefit Delivery
 - Resolution

Business Experience:

- Non Occupational Injury Claims (LTD/STD)
- Leave Administration

Languages:

• English





Mylah Luper-Johnson

Director- Client Communications and Content Creation

Industry Experience: 8 years

Overview:

Mylah has over eight years of experience in corporate communications. From responding to requests for proposals, writing and editing white papers, and building social media campaigns, she manages the voice of the company. Mylah graduated from the University of California, Irvine, with a B.A. in English and Writing. She has managed internal and external communications for insurance, staffing, credit union, and gaming industries. Mylah is responsible for ensuring all communication reflects the company's mission, vision, and voice.

Formal Education/Certification:

• Bachelor of Arts - English (writing emphasis)

Responsibilities Include:

- Proposal response process management and leadership
- · Internal and external communications writing and editing
- Content development

Business Experience:

- Proposal Writer
- Editor

- Marketing Analyst
- Content Library Manager

Industry Expertise:

- Banking/Credit Union
- Financial Compliance
- Customer Service
- Insurance
- Staffing





Jill Mulder

of Counsel

Experience: 20+ years

Overview:

Jill has over 20 years of experience in c-suite and general counsel leadership for national and international insurance carriers, healthcare providers, and multi-billion-dollar companies. She has significant experience in complex and specialty insurance, health care risk, behavioral health, risk, and catastrophic event management. Jill is a strategic thought partner, risk consultant, courtapproved civil mediator, and expert witness. She also advocates for pro bono representation and mentors women leaders and entrepreneurs.

Formal Education/Certification:

- Harvard Medical School Postgraduate Medical Education
- Master of Laws LLM, Health Law Purdue Global
- J.D., Law Western Michigan University Cooley Law School
- Bachelor of Science Pre-Law/Political Science Calvin University

Responsibilities include:

Risk Management expert consulting attorney

Business Experience:

- Principal Owner
- Expert Witness
- Civil Mediator
- Adjunct Assistant Professor
- SVP General Counsel

Industry Experience:

- Government
- Insurance/Insurance Law
- Workers' Compensation
- Litigation Management
- Corporate Law
- Legal Compliance

8.

Technology & System System Capabilities

Section 8 - Technology & System Capabilities Response

a. Provide an overview of your company's system, infrastructure, ability to integrate with UMC systems, and software capabilities. Include details on how each applies as a proposed solution.

Our award-winning FMLA claim system, ClaimVantage, has extensive data tracking, monitoring, and reporting capabilities. This 24/7, web-based platform has both a client Interface, as well as an employee self-service portal.

Integration

AbsencePlus currently accepts automated inbound file feeds from a client's HRIS system. We will work with your payroll system to develop the required eligibility file needed for administration. Once the report is developed, it will be transmitted to AbsencePlus on a weekly cadence (preferred). When received, the claims system will upload the information to the employee record, ensuring eligibility determinations are made based on the current status.

Reporting:

- Real-time data no waiting for the overnight batch to see the claims/changes for the day
 in the reporting suite. As things change, the data in the reports can be refreshed and
 viewed immediately.
- All fields and objects in the solution are 100% reportable. This enables flexible reporting
 on all aspects of the claim as well as the employees on leave or disability, to meet your
 business needs.
- Reports are easily configurable. If reporting needs change, AbsencePlus can quickly support the changes.
- UMC can have access to view the reports in a dashboard, or AbsencePlus can schedule reports to be sent to your team on a yearly, quarterly, monthly, weekly, or daily cadence.

Real-time Decisions and Compliance:

- The system will make the eligibility and entitlement determination as soon as the claim is received in the system either via the phone or portal. The eligibility rules are built into the system according to the latest regulatory requirements. Eligibility is accurately determined as soon as the claim is in the system, with no room for human error or miscalculations.
- The system is updated with the latest compliance and regulatory changes for federal, state, and local leave laws relieving the burden on UMC.
- Entitlement (hours of leave available) is auto calculated based on past usage and the employee's unique weekly schedule. The calculations built into the system will determine the replenishment rates without any complex calculations or errors.
- Ability to configure complex employee work schedules in the solution.



Section 8 – Technology & System Capabilities Response cont.

Reliable, Stable, and Secure Platform

- Salesforce has a 99.9% uptime.
- The platform is updated with the latest security and compliance standards three times per year.
- Access to data is controlled with robust permissions rules allowing only the right people to have access to the right data including your team, for reporting.

Please see Sample Reports and the ClaimVantage screenshots on the following pages.

b. Explain system constraints. Include throughput, response time, and CPU utilization, etc.

The claims system is built on top of the Salesforce Platform. While the platform does have limitations, we have not hit any limitations due to the efficiency of our claims system code and configuration. For an overview of the overall Salesforce Platform limitations, please refer to the Salesforce Developer Limits and Allocations Quick Reference.

c. Provide a high-level overview and technical summary of system implementation and integration with existing UMC systems:

- SAP Version 770
- Inovalon (SMARTFORCE) Version 7.11
- Kronos Workforce Version 8.1.17

Our claim solution is built on the Salesforce.com platform. Salesforce.com and your existing systems have available connectors for integration, as well as the ability to integrate with custom fields and objects identified during implementation. UMC will benefit from uniformity, efficiency, and ease of administration via this integration.

d. Specify network requirements

Our portal will perform adequately over high-speed, dial-up, and wireless internet connections and is designed to use very little bandwidth. The recommended requirements for best performance is:

- An Octane 2.0 score of 20,000 or greater
- Network latency of 200 ms or less
- Download speed of 1 Mbps or greater
- At least 5 GB of RAM, with 2 GB available for Salesforce browser tabs



Section 8 – Technology & System Capabilities Response cont.

e. Provide a timeline from Notice of Award to "Go-live."

The AbsencePlus Director of Client Implementation is a dedicated resource responsible for client setup, project management, and system configuration. Our typical implementation timeframe is 120 days. A project schedule "Smartsheet" will be created and shared with UMC during implementation. All deliverables, project milestones, timelines, and open items/issues are captured on this Smartsheet. UMC will also be able to upload and download deliverables and materials directly to and from the Smartsheet to ensure timelines are met by all parties involved. AbsencePlus will provide FAQs, absence ID Cards, and brochures that provide contact information for AbsencePlus and steps employees should take to initiate a leave request. All materials will be discussed and customized during implementation.

Please see our **Implementation Timeline Sample** for our process and expectations during implementation.

f. Provide an overview of system training options

AbsencePlus provides our customers with portal training and guides that explain the plan, policy, reporting, and process. The training provided to your team will be completed before go-live and will include a detailed overview of the portal and any read-only access to the system. The training will go over the reporting and dashboard functionality to ensure your team is able to pull the necessary data. The training is provided at no additional cost.

g. Describe any specialized hardware or software requirements that must be purchased or upgraded prior to implementation

UMC would not be required to purchase or upgrade any hardware or software prior to the implementation.

h. Identify in-house IT staff requirements (include transition, implementation, and maintenance)

During implementation, UMC would need to provide a system resource that would support the creation of the employee eligibility (demographic) file that would pass on a weekly cadence from UMC to AbsencePlus. Post-implementation it is possible we would need to re-engage the resource if a new leave or service is added to the contract.

i. Process for implementing system upgrades and changes

At a minimum, we upgrade our system three times per year. We maintain multiple "sandboxes" for acceptance testing prior to production. Additionally, we maintain nightly, and on-demand backups prior to production environment upgrades.



Sample Reports

Report Title: New Leave by Month Report

As of 2021-0	8-06 10:21:0	4 Eastern Standard Time/EST • Generated by Amber Lozier						
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Show: All per	ople							
		equals This Month (8/1/2021 to 8/31/2021)						
	catea pate	equals 1110 Mental (6) 2, 2022 to 6, 52, 2022,						
Leave type	^	Account Name: Account Name	Full Name	Claim	Claim Status	Absence Status	Start Date	End Date
Continuous		AbsencePlus Administrators (Standards & Best Practices)	Tom Hiddleston	AC-21-000532	Open	Pending	8/2/2021	10/1/2021
		AbsencePlus Administrators (Standards & Best Practices)	Betty White	AC-21-000528	Open	Approved	8/30/2021	9/30/2021
		AbsencePlus Administrators (Standards & Best Practices)	Chris Hemsworth	AC-21-000530	Open	Pending	8/2/2021	10/1/2023
		AbsencePlus Administrators (Standards & Best Practices)	1Test1 CMPO156	AC-21-000535	Open	Denied	8/4/2021	3/17/2022
		AbsencePlus Administrators (Standards & Best Practices)	Test CMPO156	AC-21-000533	Open	Pending	8/4/2021	8/5/2022
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Subtotal	Count	1						
Total	Count	6	i					



Report Title: Intermittent Leave Pattern

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				A	bsencePlus	Test Company - UAT Test Company - UAT Test Company - UAT	Federal FML Federal FML	A Thu A Wed	6/10/2021 6/16/2021 6/22/2021	Thu Wed Wed	6/10/2021 6/16/2021 6/23/2021		8 Treatment 8 Treatment 32	once every	week for 8 hours week for 8 hours week for 8 hours	Approved Approved Approved	
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Zap	Subtotal		Subto	tal	Sum	AbsencePlus Administrators (Standards & Best Pra	ctices)	Federal FMLA	Mon	7/19/2021	Wed	7/21/2021	24 40		twice every week for 8 h	ours	Appro
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	Subtotal				Sum		3						48				
	Stella Varga			-000372		AbsencePlus Administrators (Standards & Best Pra		Federal FMLA	Mon	8/9/2021	Mon	8/9/2021		Episodes	once every 2 months for	4 hours	Appro
			Subto	tal	Sum Count		1						4				
	Subtotal				Sum								4				
	Tessa Ginger		AC-21	-000347	Count	AbsencePlus Administrators (Standards & Best Pra AbsencePlus Administrators (Standards & Best Pra	ctices)	Federal FMLA Federal FMLA Federal FMLA	Thu Fri Mon	6/24/2021	Thu Fri Mon	6/24/2021 6/25/2021 6/28/2021	8	Appointments Appointments	once every month for 8 h	ours	Appr
			Subto	tal	Sum	AbsencePlus Administrators (Standards & Best Pra		, cociai riviDA	on	6/28/2021	IVIOIT	0, 20, 2021	24	предпинент	once every month for 8 h	our3	Appri
	Subtotal				Count		3						24				
			10.00	000475	Count	Total Calabilia	3	Fadani FAC	-	7/20/2021	T	7/20/2021					
	Test CMPO119		AC-21	-000476		Test Gabriel Test Gabriel		Federal FMLA Federal FMLA	Tue Tue	7/20/2021 7/27/2021	Tue Wed	7/20/2021 7/28/2021	8	Treatment	twice every week for 4 he twice every week for 4 he	ours	Appro
						Test Gabriel Test Gabriel		Federal FMLA Federal FMLA	Thu Fri	7/29/2021 7/30/2021	Thu Fri	7/29/2021 7/30/2021	4	Treatment	twice every week for 4 he twice every week for 4 he		Appro
			Subto	tal	Sum	. cos capitel		, cuerar FIVILA	7.11	., 30/2021	100	,, 30/2021	20	counent	ice every week for 4 fil	vu(3	Appro
	Subtotal				Count		4						20				
			Lucia		Count	Managina Angua Principa da Jano anti-	4								W. F. College		
	Test Employee			-000244		AbsencePlus Test Company - UAT AbsencePlus Test Company - UAT AbsencePlus Test Company - UAT		Federal FMLA Federal FMLA Federal FMLA	Tue Mon Wed	6/1/2021 5/24/2021 5/19/2021		6/1/2021 5/24/2021 5/20/2021	4 8 16		twice every week for 8 he twice every week for 8 he twice every week for 8 he	ours	Appr Appr Appr
			Subto	tal	Sum		3						28				
	Subtotal				Sum		3						28				
	Xena Catter		AC-21 Subto	-000412 tal		AbsencePlus Administrators (Standards & Best Pra		Federal FMLA	Tue	7/13/2021	Tue	7/13/2021	6.25 6.25	Incapacity	twice every month for 4	hours	Appr
	Subtotal				Sum								6.25				
	Total				Count		1						533				
	, o.ai				Count		77						333				



Report Title: Closed Leave by Type

iltered By how: All peopl laim Status ec		d						
eave type ↑		Account Name: Account Name	Employee Identification Number	Full Name	Claim	Absence Type: Leave	Close Reason	Date Close
Continuous		AbsencePlus Administrators (Standards & Best Practices)	APADMIN007	Gregory Test	AC-21-000473	Federal FMLA	Return to work not confirmed	8/16/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN013	Michael Noon	AC-21-000494	Federal FMLA	Return to work	8/12/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN310	Jacob King	AC-21-000555	Federal FMLA	Not Eligible for Benefits	8/9/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN305	Elise Voor	AC-21-000547	Federal FMLA	Not Eligible for Benefits	8/9/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN327	Ima Fallin	AC-21-000575	Federal FMLA	Not Eligible for Benefits	8/12/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN325	Barney Rubble	AC-21-000573	Federal FMLA	Not Eligible for Benefits	8/11/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN318	Lettuce Gather	AC-21-000566	Federal FMLA	Not Eligible for Benefits	8/10/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN319	Simon Simpleton	AC-21-000567	Federal FMLA	Return to Work - Full Duty	8/19/2021
		AbsencePlus Test Company - UAT	AP1237	Darrell Doggy	AC-21-000397	Federal FMLA	,	
		AbsencePlus Test Company - UAT	AP1235	Monique Monday	AC-21-000396	Federal FMLA		
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN010	Jacob Quinny	AC-21-000373	Federal FMLA	Not Eligible for Benefits	7/29/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN037	Jessica Quin	AC-21-000424	USERRA	Return to work	8/5/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN242	Charlene Xing	AC-21-000449	Federal FMLA	Return to Work - Full Duty	8/10/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN207	Gina Tolland	AC-21-000465	Federal FMLA	Return to Work - Full Duty	8/9/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN206	Felix Urn	AC-21-000462	Federal FMLA	Return to work	8/6/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN025	Billy Catter	AC-21-000426	Federal FMLA	Denied	8/5/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN001	Amanda Zeek	AC-21-000435	Federal FMLA	Return to work	8/16/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN002	Brecken Yent	AC-21-000446	Federal FMLA	Return to Work - Full Duty	8/4/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN205	Elle Vargus	AC-21-000461	Federal FMLA	Not Eligible for Benefits	7/28/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN213	Marcel Noel	AC-21-000496	Federal FMLA	Return to work	8/16/202:
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN218	Rachel Isler	AC-21-000507	USERRA	Return to work	8/16/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN017	Quincy Jack	AC-21-000506	USERRA	Return to Work - Full Duty	8/19/202:
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN225	Brantley Coulter	AC-21-000517	Michigan Crime Victims	Denied	8/20/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN410	Howard Han	AC-21-000607	Federal FMLA	Not Eligible for Benefits	0/20/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN407	Karen Wilson	AC-21-000606	Federal FMLA	Return to work	8/26/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN034	Gina Thom	AC-21-000606 AC-21-000467	Federal FMLA	Not Eligible for Benefits	8/16/202
		AbsencePlus Administrators (Standards & Best Fractices)	APADMIN229	Belinda Yager	AC-21-000467	Federal FMLA	Return to work	8/12/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN227	Zelda Amazon	AC-21-000516	Federal FMLA	Not Eligible for Benefits	8/2/2021
ubtotal	Count	Appender to Administrators (Standards & Dest Fractices)	28	ZCIUG AIIIGZOII	AC-21-000310	I COCIAI FIVILA	not Engine for beliefits	0/2/2021
ntermittent	Count	AbsencePlus Administrators (Standards & Best Practices)	APADMIN210	Joshua Quentin	AC-21-000488	Federal FMLA	Not Eligible for Benefits	7/29/2021
ic.mittent		AbsencePlus Test Company - UAT	O OMINATIO	Wendy Rhode	AC-21-000488	Federal FMLA	Denied Denients	7/19/202
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN316	Pumpkin D'Lite	AC-21-000290 AC-21-000563	Federal FMLA	Not Eligible for Benefits	8/10/2023
		AbsencePlus Administrators (Standards & Best Practices)	,	Peter Pan	AC-21-000303	Federal FMLA	Exhausted	8/13/2023
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN005	Elizabeth Vince	AC-21-000491 AC-21-000455	Federal FMLA	Not Eligible for Benefits	7/22/2021
		AbsencePlus Administrators (Standards & Best Practices)	APADMIN425	Josh Russo	AC-21-000433	Federal FMLA	Not Eligible for Benefits	8/17/2021
ubtotal	Count	Absencerias Administrators (Standards & Dest Fractices)	6	Josii Kusso	AC-21-000010	rederal rivita	Not Eligible for beliefits	8/1//2021
otal	Count		34					
otar	Count		34					



Report Title: All Absence Claims

Filtered By Show: All people Account Name co	ntains Abs	encePlus Test						
Claim Status ↑		Account Name: Account Name	Full Name	Claim	Leave type	Absence Status	Start Date	End Date
Open		AbsencePlus Test Company - UAT	Tuesday Test	AC-21-000290	Continuous	Approved	6/14/2021	7/26/2021
Port • Declaration		AbsencePlus Test Company - UAT	SLCIntermitted Test	AC-21-000311	Intermittent	Approved	6/1/2021	12/31/2021
		AbsencePlus Test Company - UAT	2SLCIntermitted 2Test	AC-21-000316	Intermittent	Approved	6/1/2021	12/31/2021
		AbsencePlus Test Company - UAT	Heidi Smith	AC-21-000371	Intermittent	Approved	7/2/2021	1/3/2022
		AbsencePlus Test Company - UAT	Georgia Gray	AC-21-000399	Continuous	Pending	6/4/2021	7/16/2021
		AbsencePlus Test Company - UAT	Hank Hippo	AC-21-000400	Continuous	Pending	6/11/2021	6/23/2021
		AbsencePlus Test Company - UAT	Amanda Andy	AC-21-000395	Continuous	Approved	5/1/2021	6/15/2021
		AbsencePlus Test Company - UAT	Franchesca Flip	AC-21-000398	Reduced schedule	Approved	5/1/2021	8/30/2021
		AbsencePlus Test Company - UAT	Example Employee	AC-21-000249	Intermittent	Approved	6/2/2021	12/1/2021
		AbsencePlus Test Company - UAT	SLC Example Employee	AC-21-000248	Continuous	Pending	6/1/2021	6/15/2021
		AbsencePlus Test Company - UAT	Amanda Andy	AC-21-000411	Continuous	Approved	10/1/2021	11/15/2021
		AbsencePlus Test Company - UAT	Sample Employee	AC-21-000250	Continuous	Approved	5/31/2021	7/11/2021
		AbsencePlus Test Company - UAT	Example Employee	AC-21-000247	Continuous	Pending	6/1/2021	6/15/2021
		AbsencePlus Test Company - UAT	Test Employee	AC-21-000244	Intermittent	Approved	5/1/2021	11/1/2021
		AbsencePlus Test Company - UAT	Oscar Meyer	AC-21-000299	Continuous	Pending	6/17/2021	7/11/2021
		AbsencePlus Test Company - UAT	2SLC Example 2Employee	AC-21-000251	Continuous	Pending	5/24/2021	6/4/2021
		AbsencePlus Test Company - UAT	MICrime Example	AC-21-000401	Continuous	Pending	7/7/2021	7/7/2021
		AbsencePlus Test Company - UAT	2SLC Example 2Employee	AC-21-000255	Intermittent	Pending	7/5/2021	7/16/2021
Subtotal	Count	18						
Closed		AbsencePlus Test Company - UAT	Wendy Rhode	AC-21-000296	Intermittent	Denied	7/1/2021	1/1/2022
		AbsencePlus Test Company - UAT	Darrell Doggy	AC-21-000397	Continuous	Approved	5/3/2021	6/3/2021
		AbsencePlus Test Company - UAT	Monique Monday	AC-21-000396	Continuous	Approved	5/10/2021	5/31/2021
Subtotal	Count	3						
Total	Count	21						

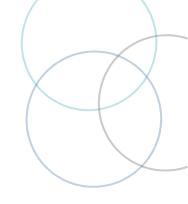


Report Title: Absence Denials by Denial Reason

: All people Field: Date last status nce Status equals Deni	change equals This Month (8 ed	/1/2021 to 8/31/2021)						
I Reason ↑			Account Name: Account Nam	ie	E	mployee's Last Name	Employee's	First Name
If is not a qualified fan	ily member.		AbsencePlus Administrators	Standards & Best		MPO156	1Test1	
tal		Count			1			
ovider certificate was i	eceived by 8/13/2021.		AbsencePlus Administrators	Standards & Best	t Practices) P	ascalle	Kenneth	
tal		Count			1			
Amazon has worked	or 1052 hours in the last 12 r	nonths.	AbsencePlus Administrators	Standards & Best	Practices) A	mazon	Zelda	
tal		Count			1			
dentia		Count Count			1 3			
dentia								
dentia	Absence Type: Leave		Start Date	End Date		Claim Status	Date Closed	Absence Status
dentia		Count	Start Date 8/4/2021		3	Claim Status Open	Date Closed	Absence Statu
dentia ight (Federal FMLA	Count	8/4/2021	3/17/2022	Determination Date		Date Closed 8/2/2021	



Cornerstone - Technology





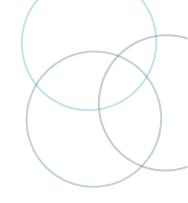
PLATFORM

- American cloud-based
- Automation, analytics, app
- Business to Business Data exchange
- Superior Security

SYSTEM-TO-SYSTEM INTERFACE

- Robust API (Application Programming Interface)
 - o Integrates with clicks, not code
- Allows for SSO Single Sign-On integration

Cornerstone-Technology





SOFTWARE

- Customized for AbsencePlus
- All lines of service- one place
- Highly Customizable/Flexible
- Real-time
- Continuous Compliance Updates built-in

TRACKS LEAVE USAGE

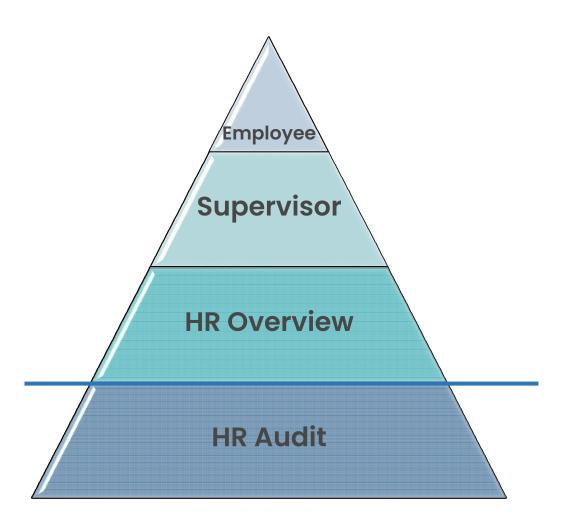
BUSINESS RULES FLAGS

- Exceeding Freq/Duration
- Outside of acceptable guidelines for diagnosis
- Tracks trends at various levels to identify the root cause



Levels of Access and Notifications





Submit New, Report Time, Upload Documentation, Receive Notifications

Direct Employee Work Status Notifications, Reports, and Report New Events on Behalf

Divisional or All Employee Work Status Notifications, Reports, and Report New Events on Behalf

Full Read-Only, Specialist Notes, Documents, Medical Certifications 9.

Invoicing, Record Keeping, & Reporting

Section 9 – Invoicing, Record Keeping & Reporting Response

- a. The company shall invoice UMC on a quarterly basis. The invoice shall list the following:
 - 1. Title of the Project as stated in the Scope of Work
 - 2. Itemized description of products delivered, or services render
 - 3. Amount due
 - 4. Purchase order number
 - 5. Invoice Date
 - 6. Approved a la carte services not included in monthly services
 - 7. Payment Remittance Address

AbsencePlus agrees. Please see our Sample Invoice on the following pages.

b. Provide a sample of your company's invoice.

Please see our Sample Invoice on the following pages.

c. Provide templates of reports your company will provide.

Our award-winning Leave, Disability, and Accommodation claim system puts reporting at your fingertips. It is a cloud-based platform that is SSAE18 certified. The platform has flexible and customizable real-time data tracking, monitoring, and reporting capabilities. All fields in the claims system are reportable. This flexibility results in a comprehensive reporting suite that shows real-time trends and benchmarking. The reports reflect the current state of the claims in the system with no delays or need to batch overnight. Employers are also provided access to a reporting dashboard available 24/7.

AbsencePlus offers standard reporting, including open/closed leaves, time utilization, new leaves, denied leaves, and an intermittent leave report. UMC will also have the accessibility to run ad hoc reports. AbsencePlus can set up reports to run on a specific cadence if a particular report is frequently needed.

Please see our Sample Reports on the following pages.

d. If applicable, provide a template of your company's standard service Agreement or Terms and Conditions

Please see our Sample Master Services Agreement on the following pages.



Section 9 – Invoicing, Record Keeping & Reporting Response cont.

e. Provide a detailed explanation of your company's record keeping methods (ex: Length of time records are maintained, auditing and inspection process, Security procedures to safeguard information stored in technology-based systems) No more than 5 pages.

Record Keeping

AbsencePlus' Record Retention Policy and Procedures contain a detailed schedule and frequency of record retention by record type/classification. The Policy also includes physical/virtual storage and destruction requirements. Upon termination of the contract, AbsencePlus clears the data within 30 days of termination and will transfer all data and records necessary to administer leave back to UMC in a secure transfer.

Please see The Record Retention Policy and Procedure on the following pages.

System Audits

AbsencePlus maintains company, Federal, and state law compliance and utilizes an encrypted secure, and paperless claim system to ensure the confidentiality of records. Assigning a dedicated claim staff further reduces the number of individuals accessing the records, thus increasing confidentiality. We are audited annually by an independent 3rd party for security, compliance, and controls.

Security Measures

We have partnered with ClaimVantage, the industry-leading claim and absence management software. This software, built on the Salesforce platform, offers the highest level of data security. The system and platform adhere to the highest cybersecurity, data integrity, and ISO/SOC certifications. Storing data in the cloud is more secure than hosting on our data servers. Salesforce has heavily invested in the security and resilience of its infrastructure. Its data center operations maintain ISO 27001/17/18 and SOC 1/2 Type II certifications and are FedRAMP and GDPR compliant. Salesforce.com is a certified licensee of the TRUSTe Web Privacy Seal and TRUSTe Safe Harbor Seal and abides by the EU Safe Harbour Framework. They have a host of other certifications, standards, and regulations and detailed network and physical security mechanisms in place, which are outlined on their website.

While ClaimVantage maintains industry best practices for security, including compliance with the SOC2 framework, our partnership with Salesforce ensures that Salesforce indemnifies your data.

AbsencePlus stays abreast of all cyber security information. We are subscribed to Cybersecurity Advisories for Cybersecurity and Infrastructure Security Agency (CISA.GOV), Cybersecurity and Information Technology Advisories for National Institute of Standards and Technology (NIST.GOV), and are a member of the Information Systems Audit and Control Association (ISACA.ORG).





AbsencePlus Administrators 39500 High Pointe Blvd. Suite 400 Novi, MI 48375

Invoice

Date	Invoice #
6/28/2023	555

Bill To	
Sample Client 555 3rd Ave. Anytown, MI 55555	-

P.O. No.

123456

Description	Qty	Rate	Amount
Dept	1	2.50	2.50
Dept	11	2.50	27.50
Dept	169	2.50	422.50
Dept	52	2.50	130.00
Dept	5	2.50	12.50
Dept	18	2.50	45.00
Dept	44	2.50	110.00
Dept	44	2.50	110.00
Dept	56	2.50	140.00
PEPM Rate	1000	1.00	1000.00
Risk Consulting	10	125.00	1250.00
Period: 6/27/23 - 7/26/23			
Please contact Heather Bustillo at 1-888-298-9043 or hbustillo@ab have any questions. Thank you.	senceplus.com if you	Total	\$3,250.00
		Payments/Credi	ts \$0.00
		Balance Due	\$3,250.00

Propose Policy & Procedure Analysis



8 hours of expert consultation included in the proposal

Rizikon does not operate as a service provider but rather as a partner who shares your goal of providing a safe productive work environment. The needs of the organization, the people, and the community are paramount to the decision-making process.

ANALYSIS:

- Our subject-matter experts provide an organization-wide assessment completed within 2-4 weeks: our staff review processes, procedures, and data.
- As part of the evaluation process, we will address compliance, auditing, staffing, and risk reduction issues.
- We commonly conduct interviews with key personnel to help determine the current culture, areas of strength, and areas of concern.

RECOMMENDATIONS & REPORT:

- Rizikon will analyze the findings and develop strategies for you to consider moving forward.
- Findings will outline how they directly benefit the organizations' operational needs.
- A formal report is provided for management's review and recommended next steps for your consideration.



Record Retention Policy

Table of Contents

1	Purpose
	Scope
	Policy
4	Procedure
5	Revision History2

Record Retention Policy

1. Purpose

The purpose of this policy is to provide FDI Group's operating procedures for record retention and destruction of documents and data when such retention periods have passed. If FDI Group's retention period is not of sufficient duration for any state in which the company does business, this procedure will be superseded by state requirements.

2. Scope

Specific departments within FDI Group are responsible for the retention and destruction of the various records and are specified below.

3. Policy

Litigation Hold

When FDI Group is involved in or anticipates that it may be involved in litigation, legal counsel will issue a litigation hold. This means that all documents relating to the litigation matter must be kept in order to preserve any potential evidence. If we fail to do so, FDI Group can be sanctioned by the court for destroying evidence. A court has broad authority to impose these sanctions, which may include anything from unfavorable procedural rulings during a trial to payment of monetary damages.

In the event that legal counsel or company management announces a litigation hold on any or all FDI Group records as a result of pending or anticipated litigation, all records covered by such litigation hold MUST NOT be discarded, deleted or destroyed. Further, the IT department will suspend the automatic deletion of emails for all individuals covered by the litigation hold. Any questions about the litigation should be directed to legal counsel.

Destruction of Records

All paper records and confidential data by shredding after retention dates have passed; this procedure pertains to all records, including personnel records, not just those governed by the Fair and Accurate Credit Transactions Act (FACTA).

Employment application materials submitted by applicants who were never employed are also to be shredded.

When a hardcopy confidential record must be discarded or destroyed, it shall be placed in a securely locked shredding container on the FDI Group premises or securely destroyed by FDI Group's off-site storage contractor.

In the case of remote employees, employees are discouraged from printing out or creating hard copies of confidential records where possible. If hard copies must be printed, created or kept, they should be stored in a locked cabinet, drawer or other secure location until they are no longer needed, or until the maximum retention period has ended. Remote employees must then destroy all confidential files by placing them in a locked shredding container on the FDI Group premises, or otherwise rendering the documents unusable or unreadable.

Records include electronic as well as paper records. The responsible department will work with the Information Technology department periodically, but no less than annually to review and ensure that electronic records relating to employee information and compliance reports are properly purged.

Performance Guarantee

We are confident in our ability to deliver the industry's highest quality claims management services. We believe that the UMCSN is entitled to an assurance that it will receive the services promised. AbsencePlus is willing to demonstrate our commitment to quality by placing a portion of our fees at risk based on best practices and measurable standards.

We are therefore pleased to offer you the following performance guarantee covering new claims reported during the contract period.

PERFORMANCE CATEGORY	PERFORMANCE CRITERIA	STANDARD	WEIGHT
	Telephone Response Time/Wait Time	95% Less than 1 minute	2%
Customer Service	Speed of answer	Within 30 seconds	
	Abandonment rate	<= 5%	
		95% of all claims received in audit period.	2%
Claim Processing	Benefit Packet issued within one business day from claim set up	95%	
	Benefit determination made within five business days from receipt of required documents.	95%	
	All specified reports required upder		
	All specified reports required under this contract received within 14 days after the end of the reporting period	100%	1%
Client Services	All service invoices and billings required under this contract will reflect correct and accurate information for the billing period.	100%	
	Sr. Leadership attends quarterly in-person meeting. Presents Key Performance Indicator (KPI) results	100%	

AbsencePlus Performance Guarantee for UMCSN

Overview:

AbsencePlus proposes a unique Performance Guarantee for UMCSN. The reduction of your Leave of Absence Administrative costs is a collaborative effort on the part of many actors and as your claim administrator, we play a critical role.

Performance Guarantee:

The Performance Guarantee: Up to 5% of claim service fees earned in the period. (12 months from Go-Live.)

Each Category is combined into one rating.

Customer Service – Pass/Fail - 2% at risk
Claim Processing- Pass/Fail - 2% at risk.
Client Services- Pass/Fail - 1% at risk.

Performance Audit Procedure:

Metrics will be tracked monthly and reported quarterly. Upon the contract anniversary, any penalties will be applied to next month(s)' invoice as a credit.

EXHIBIT B FEE AND DELIVERY SCHEDULE

Description	Estimated Quantity	Unit of	Price	Extended Total
Section 1: Cost per Claim			see reduction plan	
Year 1	3581	Per Employee Per Month	\$ 8.45	\$ 363,113.40
Year 2	3581	Per Employee Per Month	\$ 8.45	\$ 363,113.40
Year 3	3581	Per Employee Per Month	\$ 8.45	\$ 363,113.40
Year 4	3581	Per Employee Per Month	\$ 8.45	\$ 363,113.40
Year 5	3581	Per Employee Per Month	\$ 8.45	\$ 363,113.40
Section 2: One-Time Charges				
Training: Initial Training	Included			
Training: On-Going Training	Included			
Implementation / Installation	\$ 7,500.00			
Integration - Develop/Build	\$ 7,500.00			
Transition to New Provider after End of Contract Period or Contract Termination	Included			
Additional Services: ADA Accomodation				
Additional Services: COBRA				
Additional Services: Legal Policy Review	8 hours included, addl hours	Per hour	\$175	\$ -
Additional Services: Loss Prevention Training	0	Per hour	\$125	\$ -

Reduction Plan

AbsencePlus proposes as annual leave counts reduce, we will reduce our rates for the next period. We offer the following schedule

Reduce by

Price Reduction Annual Leaves Reported

1.50 PEPM 2.25 PEPM 3.00 PEPM 400 \$ 600 S

800 \$ 2.25 FERW 800 \$ 3.00 PEPM Contingent upon validation of data. Reduction will be based on go live volume. RFP answer indicates 1880 annual leaves currently.

EXHIBIT C INSURANCE REQUIREMENTS

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/14/2023

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).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER	CONTACT NAME: Debbie Floyd-Snoek	CONTACT NAME: Debbie Floyd-Snoek				
George B. Ford Agency, Inc. 39500 High Pointe Blvd., #400	PHONE (A/C, No, Ext): 248-348-8200 FAX (A/C, No):					
Novi MI 48375	E-MAIL ADDRESS: certificates@fdigroup.com					
	INSURER(S) AFFORDING COVERAGE	NAIC#				
	INSURER A: Frankenmuth Mutual Insurance Company	13986				
HOUNED	IPADM-01 INSURER B: TDC Specialty Insurance Co.	34487				
CompOne Administrators Inc DBA AbsencePlus 39500 High Pointe Blvd #400	INSURER C: Westchester Surplus Lines Ins	10172				
Novi MI 48375	INSURER D:					
	INSURER E:					
	INSURER F:					
COVERAGES CERTIFICATE NUMBER:117852	525973 REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOV	OW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY P	ERIOD				

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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSF LTR	1	TYPE OF INSURANCE	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY			6700317	9/10/2023	9/10/2024	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	Х	\$0 Deductible						MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
Α	AUT	TOMOBILE LIABILITY			6700317	9/10/2023	9/10/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		AUTOS GNET							\$
Α	Х	UMBRELLA LIAB X OCCUR			6700318	9/10/2023	9/10/2024	EACH OCCURRENCE	\$ 4,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 4,000,000
		DED X RETENTION \$ 10,000							\$
Α		RKERS COMPENSATION DEMPLOYERS' LIABILITY			6700316	9/10/2023	9/10/2024	PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. EACH ACCIDENT	\$ 500,000
			.,,,					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
B C		essional Liability er Liability			MCP-00603-23-03 F14803622 005	6/1/2023 4/21/2023	6/1/2024 4/21/2024	Limit/Ded \$50,000 Limit/Ded \$10,000	5,000,000 3,000,000

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

RFP 2023-08 : FMLA Source Administrative Services and Other Related Services

It is hereby understood and agreed that University Medical Center of Southern Nevada c/o Contracts Management are included as additional insured with respects to liability and above insured. Including Primary and Non-Contributory, waiver of subrogation and 30 days cancellation

CERTIFICATE HOLDER	CANCELLATION

University Medical Center of Southern Nevada c/o Contracts Management 1800 W. Charleston Blvd. Las Vegas NV 89102 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT E Disclosure of Ownership

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

			INE OI OWN			1LU		
Business Entity Ty	pe (Please select	_{one)} Markare						
	Partnership	Limited Liability Company	■ Corporation	☐ Trus	Non-Profit Organization		☐ Other	
Business Designat	ion Group (Please	select all that app	oly)		-			
□ МВЕ	□WBE	☐ SBE	☐ PBE		☐ VET		OVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Busines Enterprise	Physically Ch Business Ent		Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number of Cla	rk County Ne	vada Residen	ts Employed:		36			
Corporate/Busines	s Entity Name:		Comp	One	Administrato	rs, Inc		
(Include d.b.a., if ap	-		•		us Administr			
Street Address:	spinoubio)		39500 High Point Blvd	Suite 400	Website:	А	bsencePlu	us.com
City, State and Zip	Code:		Novi, MI 4	18375	Email:		rdewey@a	absenceplus.com
Telephone No:			248-348-82	200	Fax No:			
Nevada Local Stree	t Address.				Website:			
(If different from ab					website.			
City, State and Zip	/				Local Fax No:			
					Local POC Name:			
Local Telephone No	0:	Email:						
ownership or financial Entities include all bu	interest. The disclosusiness associations	sure requirement, as	applied to land-use applied to land-use applied to land-use applied by Title 7 of	olications, the Nevad	and Directors in lieu extends to the applicar da Revised Statutes, in ships, and professional	nt and the la	ndowner(s). not limited to priva	
	Full Name			Title			% Owne	blicly Traded
Mark Churel	la		Chairman			25%	orations/Non-profi	t organizations)
Mark Churell			Co-Presider	nts			<u>~</u> %/25%	
Josh Churell		-	Secretary			25%		
			-			-		
This section is not re	eauired for publicly	/-traded corporation	s. Are you a publicly	-traded c	orporation?	Yes 🗸	No	
Are any individu		s, owners or principa			, a University Medical	_] outhern Nevada ful	I-time
☐ Yes					uthern Nevada employ ner contracts, which are			
					mestic partner, child, pa a full-time employee(s)			
Yes (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)								
	erning Board will no				and accurate. I also unals, land sales, leases c			
Robert 1	Dewey		Robert	Dewey				
Signature			Print Name					
Chiet Cli	ent Officer		2/14/20	24				
Title			Date					

1

DISCLOSURE OF RELATIONSHIP

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

	NAME OF UMC*	RELATIONSHIP TO	UMC*			
NAME OF BUSINESS OWNER/PRINCIPAL	EMPLOYEE/OFFICIAL AND JOB TITLE	UMC* EMPLOYEE/OFFICIAL	EMPLOYEE'S/OFFICIAL'S DEPARTMENT			
None	AND JOB TITLE	EWIPLOTEE/OFFICIAL	DEPARTMENT			
140110						
* UMC employee means an	employee of University Medica	al Center of Southern Nevada				
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.				
"To the second degree of collows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as			
Spouse – Registered	d Domestic Partners – Children	n – Parents – In-laws (first deg	ree)			
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)			
For UMC Use Only:						
If any Disclosure of Relationship is r	noted above, please complete the follo	owing:				
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the co	ontracting/selection process for this pa	articular agenda item?			
☐ Yes ☐ No Is the UMC emplo	byee(s) noted above involved in any w	ay with the business in performance of	of the contract?			
Notes/Comments:						
Signature						
Print Name Authorized Department Representat	tive					

EXHIBIT F REPRESENTATIONS AND CERTIFICATIONS

CompOne Administrators Inc. dba

The prospective bidder/proposer,	AbsencePlus	_certifies to the best of its knowledge
and belief that it and its principals:		

- 1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
- 2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
- 6. 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, in accordance with Nevada Revised Statute 332.065

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Robert Dewey Chief Clien	t Officer	
Printed Name & Title & Authorized Re	presentative	Bid Number 2023-08
Robert Dewey		2/14/2024
Signature of Authorized Representativ	е	Date
I am unable to certify to the above statem	ent. My explanation is attached.	
Signature	Date	Bid Number 2023-08

University Medical Center 1800 West Charleston Blvd. Las Vegas, NV 89102

EXHIBIT G Business Associate Agreement

This Agreement is made effective the date of last signature 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 CompOne Administrators, inc. dba AbsencePlus, 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. <u>MISCELLANEOUS</u>

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

[Signatures are on the next]

COVERED ENTITY:	BUSINESS ASSOCIATE: DocuSigned by:
By: Mason VanHouweling Title: CEO	By: Kohurt Duwy Robert Dewey Chief Client Officer Title:
Date	2/14/2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)								
□ Sole Proprietorship □ Partnership □ Limited Liability Company □ Corporation □ Trust □ Non-Profit Organization					☐ Other			
Business Designation Group (Pl	ease select	all that apply)						_
☐ MBE ☐ WBE	[SBE	☐ PBE		□ VET		OVET	☐ ESB
Minority Business Women-Ov Enterprise Business E		Small Business Enterprise	Physically Ch Business Ent		Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number of Clark County		•	•	orprioc	Bueineee		nou Business	Buomoco
Corporate/Business Entity Name	: Com	pOne Admini	istrators					
(Include d.b.a., if applicable)	Abse	encePlus						
Street Address:	3950	00 High Pointe	e Blvd. Suite 40	0	Website: www.abs	enceplus.	com	
City, State and Zip Code:	Novi	i, MI 48375			POC Name: Rober		us.com	
Telephone No:	248.	.344.2299			Fax No:			
					Website:			
Nevada Local Street Address:					website:			
(If different from above)					Local Fav No.			
City, State and Zip Code:					Local Fax No:			
Local Telephone No:					Local POC Name: Email:			
Publicly-traded entities and non-p financial interest. The disclosure requ Entities include all business associa	Full Name 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)							
Mark Churella Sr.		C	hairman			COI	oorations/Non-profi	t organizations)
Ryan Churella and Mark Churella, Jr.			o-Presidents					
Ryan Churella			Freasurer and Secret	tarv		-		
This section is not required for pu	lials tradad			•	oration?	s 🗆 No		
Are any individual members, pa	•	•		-	_	_		e employee(s), or
appointed/elected official(s)? ☐ Yes ☐ No					n Nevada employee(s) s, which are not subject			may not perform
Do any individual members, pa grandchild, grandparent, relate								rother/half-sister,
☐ Yes ☐ No		•			on Page 2. If no, pleas		, ,	
Co-President & COO								
Title			Date					

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 Medica	I Center of Southern Nevada	
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.	
"To the second degree of co	nsanguinity" applies to the can	didate's first and second degre	ee of blood relatives as follows:
Spouse – Registered	d Domestic Partners – Childrer	n – Parents – In-laws (first deg	ree)
Brothers/Sisters – H.	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)
For UMC Use Only:			
· ·	noted above, please complete the follo	owing:	
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the co	ntracting/selection process for this pa	rticular agenda item?
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in any w	ay with the business in performance o	of the contract?
Notes/Comments:			
Signature			
Print Name Authorized Department Representa	tive		

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Award of Bid No. 2023-15, UMC Southern Highlands PC/QC Expansion, to Monument Construction	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board award Bid No. 2023-15, UMC Southern Highlands PC/QC Expansion, to Monument Construction, the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5430.011 Fund Name: Clark County Capital Equipment Transfer

Fund Center: 3000999901 Funded Pgm/Grant: N/A
Description: Award of Bid 2023-15 UMC Southern Highlands PC/QC Expansion

Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385

Term: 240 days from Notice to Proceed

Amount: \$3,200,136.00

Out Clause: 180 days w/o cause

BACKGROUND:

On November 30, 2023, Bid No. 2023-15 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for UMC's Southern Highlands PC/QC Expansion Project. The building is a 7,657 square foot single story building located at 11860 Southern Highlands Pkwy. The project involves, among other things, RTU's to be replaced, removal of existing roof membrane for the entire building, replacement of any damaged plywood substrate and insulation board as required, provision of new 4-ply built-up roof membrane, interior walls removed/rebuilt including new casework, flooring, ceilings, plumbing fixtures and surface finishes as shown on the drawings for the project. Finally, lead lined walls are required for a new imaging/x-ray room.

On Thursday, January 18, 2024, UMC received responses from:

Bids ReceivedTotal Base Bid AmountSHF International LLC\$ 3,045,215.00*Monument Construction\$ 3,200,136.00Blueprint Construction\$ 3,432,284.00*

Cleared for Agenda February 28, 2024

Agenda Item#

15

JMB Construction, Inc. KOR Building Group, LLC. Builders United *Bid is recommended for rejection \$ 3,632,096.00 \$ 3,708,206.00 \$ 3,743,732.48

All of the above bids were received and opened on January 18, 2024. The apparent low bid of \$3,200,136.00 was received from Monument Construction, who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Monument Construction is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 240 days from the date of the Notice to Proceed. UMC may terminate the Agreement without cause with a 180-day written notice to Monument Construction.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Monument Construction currently holds a Clark County Business License.

The bid documents and notice of award were reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for award by the Governing Board.



NOTIFICATION OF INTENT TO AWARD

February 8, 2023

It is the intent of University Medical Center of Southern Nevada, Legal Department to recommend award of Bid No. 2023-15, UMC Southern Highlands PC/QC Expansion PWP-CL-2024-133, to the low responsive and responsible Bidder in accordance with NRS 338.147 to Monument Construction on or after February 28, 2024.

BID SUMMARY

BIDS RECEIVED	BUSINESS ENTERPRISE INFORMATION	BASE BID
SHF International LLC	Not Applicable	\$3,045,215.00 *
Monument Construction	Not Applicable	\$3,200,136.00
Blueprint Construction (NOTAJO, LLC)	MBE/WBE/PBE	\$3,432,284.00 *
JMB Construction, Inc.	Not Applicable	\$3,632,096.00
KOR Building Group, LLC.	WBE	\$3,708,206.00
Builders United	Not Applicable	\$3,743,732.48

*Bid is recommended for rejection

In accordance with the Protest Clause in the referenced bid document, all Bidders have five (5) business days from receipt of this notification to submit a formal written protest to the Contracts Specialist. The University Medical Center of Southern Nevada is not required to consider any protest that is not filed in accordance with the Protest Clause in the referenced bid document.

If you have any questions concerning this notification, please contact Melannie Bledsoe, Contract Specialist, at (702) 765-7995 or melannie.bledsoe@umcsn.com

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA INVITATION TO BID

BID NO. 2023-15 PWP# CL-2024-133 UMC SOUTHERN HIGHLANDS PC_QC EXPANSION

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

CONSTRUCTION ON-LINE BID SUBMITTAL CHECK LIST (NGEM)

This checklist is provided for your reference and use only. This checklist should not be submitted with your bid. Omission of, or failure to submit the correct required documents may be cause for rejection.

All Bidders must acknowledge receipt of ALL addendums issued prior to Bid submittal by checking all the

All BIDDERS: Requirements Before Bid Open: ADDENDA

SUBMITTED AS REQUIRED.***

	boxes on the Attributes tab in NGEM.		
ALL BID	DERS: Document(s) Due with Bid:		
\triangle	Completed BIDDER Statement of Authority to Submit Bid Form scanned into the Response Attachments tab.		
J	Completed SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT Form found in the Attachments tab and scanned into the Response Attachments tab.		
	Prime Contractor must include all Subcontractors' names and description of work to be performed.		
	Prime Contractor must list their legal name and sign.		
¥	BID SECURITY in the amount of five percent (5%) of the Total Base Bid amount in the form of a Cashier's Check, Certified Check, Money Order, or Bid Bond, scanned into the Response Attachments tab.		
	Valid CERTIFICATE OF ELIGIBILITY obtained from the Nevada Contractor's Board scanned into the Response Attachments tab (if intending to utilize preference).		
Y	Prime/Bidders must submit their Project Workforce Checklist Form found in the attachments tab and scanned into the Response Attachments tab.		
	HREE APPARENT LOW BIDDERS: Document(s) Due After the Bid Opening: Email to nelannie.bledsoe@umcsn.com		
	DESIGNATION OF SUBCONTRACTORS, SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING).		
	Prime Contractors must include its name if they intend to perform work not being performed by a Subcontractor and include a description of the work OR a written statement that they are performing all work not being performed by a Subcontractor.		
	Prime Contractor must include all Subcontractors' names and description of work to be performed.		
	Prime Contractor must list their legal name and sign.		
V	AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY (REQUIRED WITHIN TWO (2) HOURS AFTER BID OPENING) .		
	AFFIDAVIT must be signed by person with authority to complete affidavit and notarized for validation.		
	The THREE APPARENT LOWEST BIDDERS must submit the Project Workforce Checklist for all named (used) Subcontractors (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING).		
¥	The THREE APPARENT LOWEST BIDDERS must submit the SCHEDULE OF VALUES (REQUIRED BY 5:00 PM THE NEXT BUSINESS DAY AFTER BID OPENING).		
	The THREE APPARENT LOWEST BIDDERS must submit Request for Waiver form for the Prime Contractor and all named (used) Subcontractors (REQUIRED WITHIN TEN (10) BUSINESS DAYS AFTER BID OPENING).		
V	Proof of Valid Clark County Business License or Vendor Registration or local jurisdiction or out-of-state Business License, whichever is required, upon request by OWNER.		
	Disclosure of Ownership/Principal Form, upon request by OWNER.		
AWARD	ED BIDDER(S): Documents Due After Recommendation of Award:		
	All Required Insurances and Bonds, if required, due ten (10) calendar days upon notice of Award.		
***ALL	BIDDERS ARE SOLEY RESPONSIBLE TO MAKE SURE ALL CORRECT FORMS ARE COMPLETED AND		

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID



BID NO. 2023-15

UMC SOUTHERN HIGHLANDS PC/QC EXPANSION PWP-CL-2024-133

NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2024-133

SCOPE OF WORK: Project is located at 11860 Southern Highlands Pkwy. The building is a single story building. All RTU's to be replaced as shown on the drawings for this project. Remove existing roof membrane for the entire building. Replace any damaged plywood substrate and insulation board as required. Provide new 4-ply built-up roof membrane. Interior walls will be removed/rebuilt including new casework, flooring, ceilings, plumbing fixtures and surface finishes as shown on the drawings for the project. Lead lined walls are required at new Imaging/X-ray room.

The work will be performed in a phased approach beginning with the Primary Care.

There will be 1 week pause on interior work between completion of Phase 1 and commencement of Phase 2 to allow occupants to relocate from the Phase 2 area.

Time of work will be during the normal business off shift hours Monday through Friday starting at 6:00pm. Project duration is scheduled to be 5 months from Notice to Proceed.

ESTIMATED COST: \$3,676,187 (90% of Plant Ops value)

A MANDATORY Pre-Bid Conference and Site Walk will be held on **December 7, 2023 at 1:00 p.m.** in front of the job site located at 2231 W. Charleston Blvd., Las Vegas, Nevada 89102. Information regarding parking can be found on the activities tab in NGEM.

Bid documents, specifications and drawings will be available on the NGEM System November 30, 2023.

All questions/requests for clarification related to this Bid must be received in the NGEM system no later than 4:00 p.m. on Thursday, December 14 Wednesday January 10, 2024, 2023. OWNER will issue any necessary Addenda by close of business Thursday, December 21, 2023 Friday January 12, 2024

Bids will be accepted electronically on the NGEM website at www.ngemnv.com before January 18, 2024 at 2:30:00 p.m., based on the time clock on the NGEM website and will be opened immediately thereafter. Bidders and other interested parties are invited to attend the Bid opening via WebEx. WebEx information for the Bid opening is listed under the Event Details tab in NGEM.

PUBLISHED:

Las Vegas Review-Journal November 30, 2023

Commented [MB1]: Correction made per answers provided during Q&A.

Commented [MB2]: New Q&A period closes Wednesday January 10, 2024 @ 4:00pm

Commented [MB3]: If necessary Addenda will be issued Friday January 12, 2024 by Close of Business

INSTRUCTIONS TO BIDDERS

BID NO. 2023-15 UMC SOUTHERN HIGHLANDS PC/QC EXPANSION PWP-CL-2024-133

1. PROJECT SCOPE OF WORK

Project is located at 11860 Southern Highlands Pkwy. The building is a single story building. All RTU's to be replaced as shown on the drawings for this project. Remove existing roof membrane for the entire building. Replace any damaged plywood substrate and insulation board as required. Provide new 4-ply built-up roof membrane. Interior walls will be removed/rebuilt including new casework, flooring, ceilings, plumbing fixtures and surface finishes as shown on the drawings for the project. Lead lined walls are required at new Imaging/X-ray room.

The work will be performed in a phased approach beginning with the Primary Care.

There will be 1 week pause on interior work between completion of Phase 1 and commencement of Phase 2 to allow occupants to relocate from the Phase 2 area.

Time of work will be during the normal business hours Monday through Friday. Project duration is scheduled to be 5 months from Notice to Proceed.

Access controls for the building are provided by Honeywell. New card readers will need to be integrated with the access controls system.

EDS-Statewide is the provider for Fire Alarm for the building. Statewide is familiar with the sprinkler system but is not a proprietary contractor for necessary sprinkler work. PRE-BID AND BID OPENING DATES

MANDATORY Pre-Bid Meeting and Site Walk – Thursday, December 7, 2023: 1:00 p.m., in

front of the job site located at 11860 Southern Highlands Pkwy., Las Vegas, Nevada 89141.

Information regarding parking can be found on the activities tab in NGEM.

Bid Opening – Thursday, January <u>18</u>, 2024: <u>2</u>:<u>30 p.m.</u>, WebEx (access the link on the activities tab).

2. DESIGNATED CONTACTS

OWNER's authorized representative for the bid process is Melannie Bledsoe, Contracts Specialist, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Melannie Bledsoe via email (melannie.bledsoe@umcsn.com) or by phone at 702-765-7995.

3. CONTACT WITH OWNER DURING BIDDING PROCESS

Communication between a BIDDER and a member of the Board of County Commissioners (BCC), Governing Board (GB), and/or between a BIDDER and a non-designated OWNER contact, regarding this Bid is prohibited from the time the Bid is advertised until the time it is posted on an agenda for award of the contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its Bid being rejected.

4. <u>DEFINITIONS</u>

- A. Architect: OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- B. Addendum: A written document issued by OWNER, via the Contracts Management Department, prior to the submission of Bids which modifies or clarifies the Bid Documents by additions, deletions, clarifications, and/or corrections.
- C. Additive/Deductive Bid Items: An amount stated in the Bid to be added to or deducted from the contract amount for the corresponding change in the work, as described in the Bid Documents. The unit price (s) quoted shall remain firm throughout the contract term. Funding for the item(s) is provided in the Bid Form under the description of "Construction Conflicts and Additional Work," or shall be funded through the issuance of a formal change order as described herein. BIDDER must quote all item(s) to be responsive and considered for award.
- D. Additive Alternate Bid Item: An amount stated in the Bid to be added to the amount of the Base Bid if the corresponding change in the work, as described in the Bid Documents, is accepted by OWNER. Additive Alternate Items may be exercised by OWNER with the award of the project, in sequential order

Commented [MB4]: Correction made per answers provided during Q&A.

only subject to the availability of funds. BIDDER must quote all items to be responsive and considered for award.

- E. **Authorized Representative**: A person designated by the Governing Body to be responsible for the development and award of the Contract for the public work.
- F. **Bidder(s)**: A Prime Contractor who submits a Bid to OWNER for a project.
- G. **Bid Form(s)**: The Bid Form pages, Bid Security, and any attachments
- H. Bid Option Item: An Additive/Deductive Bid Item and/or an Additive Alternate Bid Item.
- I. Bid Documents: Include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Conditions, Special Conditions, Contract Requirements and Forms, Bid Security/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of Bids, as applicable. The Checklist Form, BIDDER Statement of Authority to Submit Bid as well as all Stipulated Bid Attachments, and the Bid Security.
- J. Business Hours/Days: As referred to throughout the Contract documents is defined as OWNER office hours/business days.
- K. **Consulting Architect/Engineer**: A licensed and registered professional contracted by OWNER to design the project's special provisions and drawings.
- L. **Consulting Construction Manager**: The Construction Management firm contracted by OWNER to manage the construction of the project.
- M. **Construction Manager**: Designated representative of OWNER to manage the construction of the project.
- N. **Consulting Engineer**: A professional engineering firm contracted by OWNER to design the project's specifications, special provisions and drawings.
- O. **Contract**: Contract documents include the Bid Documents, Prime Contractor's Bid Form, all Addenda, Prime Contractor's Bonds and Insurance, Subcontractor Notification letters and Notice of Award.
- P. **Contractor**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as Contractor or Successful Bidder or Prime Contractor. Contractor shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 338.010(17).
- Q. **Engineer**: OWNER'S representative or other person designated by the Governing Body, acting directly or through their duly authorized representative.
- R. **Governing Body**: Used throughout these documents will mean the Clark County Board of Commissioners or University Medical Center of Southern Nevada's Governing Board.
- S. **NGEM:** Is the Nevada Gov eMarketplace. NGEM is an electronic bidding system that is used by a consortium of local government entities in Nevada for Supplier Registration and the submission of electronic bids and proposals. There is no cost for any BIDDER to use NGEM, however, all Bidders that choose to submit an electronic bid or proposal must register prior to gaining access to see the details of any solicitation or to submit a bid or proposal online.
- T. **Owner**: The entity identified as such in the Contract and is referred to throughout the Contract documents as Owner or OWNER. Owner shall mean University Medical Center of Southern Nevada.
- U. **Planholders**: Prospective Bidder(s) who have viewed the Bid.
- V. Subcontractor/Independent Contractor: Any individual, agent, firm, sole proprietor, or corporation to whom the Prime Contractor subcontracts any part of the project. There is no contractual relationship between OWNER and the above-mentioned Subcontractor who perform work or services for the Prime Contractor.
- W. **SUCCESSFUL BIDDER**: The person or entity identified as such in the Contract and is referred to throughout the Contract documents as SUCCESSFUL BIDDER or Contractor or Prime Contractor. SUCCESSFUL BIDDER shall mean the Prime Contractor or its authorized representative as defined by Nevada Revised Statute 338.010(17).

A. Each BIDDER by submitting their Bid represents that:

- BIDDER has read and understands the Bid Documents and asserts that its Bid is made in accordance therewith and shall be considered a firm offer for a period of 120 calendar days following the opening of bids. The Bidder's offer may expire at the end of the 120 calendar day period.
- 2. BIDDER has visited the project site and is familiar with the local conditions under which the work is to be performed.
- Prior to submission of the Bid, the BIDDER shall ascertain that it has received all Addenda issued.
 The BIDDER shall acknowledge receipt of each Addendum by completing the acknowledgment space provided on the Bid Form.
- 4. The BIDDER(s), and the Prime Contractor(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 338.017, Section 1and Section 2, regarding Federal Debarment.

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Nevada State Contractors' Board Licensing

- BIDDER(s) for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. Failure to comply shall result in rejection of the Bidder. Nevada Contractor's License number and dollar limit must be indicated on the Bid Form page. Should there be a protest regarding the applicability of the low BIDDER'S Contractor's license to the scope of the project, it shall be the low BIDDER'S responsibility to obtain an opinion from the State Contractor's Board at its next meeting. BIDDER(s)are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
- 2. The BIDDER(s), and the SUCCESSFUL BIDDERS(s), and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

B. Journeyman and Master Electrician and Plumbing Examination Program

- All electricians providing supervision of electrical work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at www2.ICCSAFE.org or by calling 1-888-422-7233.
- All plumbers providing supervision of the plumbing work on this project are required to possess a valid Clark County Development Services card appropriate to the scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Nevada Board of Plumbing Examiners (NBOPE) at www.NBOPE.org or by calling 1-877-457-6482.
- 3. The general Contractor or specialty Contractor submitting a Bid to OWNER shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. The BIDDER(s) and the subsequent awarded Contractor(s) agree to provide within twenty-four (24) hours of a request by OWNER, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to OWNER.
- 4. OWNER staff, including but not limited to, Plant Operations, Contracts Management and/or their contracted staff may perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to OWNER.

C. Addenda and Interpretations

- If it becomes necessary to revise any part of this Bid, a written Addendum will be provided to all known Planholders. OWNER is not bound by any oral representations, clarifications, or changes made to the written specifications by OWNER'S employees, unless such clarification or change is provided to Planholders in written or electronic Addendum form from the Contracts Management Department.
- 2. BIDDERS shall take no advantage of any apparent error or omission in the Bid Documents. In the event the BIDDERS discover such an error or omission, they shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents through the issuance of an Addendum.
- 3. Addenda shall be sent via NGEM to all prospective Bidders and will also be made available for pick up to all known Planholders.
- 4. Copies of Bid Documents, including any Addenda, will be made available for inspection at OWNER's Contracts Management office.
- 5. Bidders shall verify receipt of all addenda issued by OWNER prior to submission of their Bid.

7. REQUIRED ATTACHMENTS SUBMITTAL OF BID - REQUIRED DOCUMENTS

The following documents, together, comprise a Bid Submission: The NGEM Bid Form, Bidder Statement of Authority to Submit Bid, all Stipulated Bid Attachments, and the Bid Security.

- Submitted electronically through NGEM BIDDER shall complete all line items in Bid Form and attributes required in NGEM for electronically submitted bids. Completion of these electronic forms, the BIDDER Statement of Authority to Submit Bid, all Stipulated Bid Attachments and the scanned Bid Security are required.
- Omission of, or failure by a BIDDER to complete or submit any portion of the required documents, may be cause to reject the Bid.

3. Subcontractors/Independent Contractors Information

a) BIDDER shall be bound by and comply with Nevada Revised Statute 338.141 to limit the practice of shopping for Bids and shall provide within its Bid proposal, the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the total base Bid amount. BIDDER must verify prior to submitting its Bid that all Subcontractors listed are properly licensed.

Within 2 hours after the completion of the opening of the bids, the Bidders who submitted the three lowest bids must submit a list containing:

- (1) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor for which the first-tier subcontractor will be paid an amount exceeding \$250,000.
- (2) If any one of the Bidders who submitted one of the three lowest bids will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the Prime Contractor 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 Prime Contractor for which the first tier subcontractor will be paid one percent (1%)of the Prime Contractor's total bid or \$50,000, whichever is greater.
- (3) Following are detailed delivery instructions for 1% Subcontractors List (Bid Attachment 5): *Note: Subject line of the e-mail must provide the Bid No., Project Description, and Name of Attachment.
- b) A Bidder shall include his or her name on the lists required by subsection a). If the Prime Contractor will perform any work which is more than one percent (1%) of the Prime Contractor's total bid and which is not being performed by a subcontractor, the Bidder shall also include on the list:
 - A description of the labor or portion of the work that the Prime Contractor will perform; or
 - (2) A statement that the Prime Contractor will perform all work other than that being performed by a subcontractor listed.
- c) For each first tier subcontractor whose name is listed pursuant to subparagraph a), include on the list: the number of the license issued to the first tier subcontractor pursuant to chapter 624 of NRS.
- d) The list(s) required above must include a description of the labor or portion of the work which each Subcontractor named in the list will provide to the BIDDER (Prime Contractor), and when the BIDDER (Prime Contractor) will perform any of the labor or portions of the public work.
- e) If a Prime Contractor does not submit the list(s) required above, its Bid will be deemed not responsive pursuant to NRS 338.141.
- f) OWNER shall verify through the Nevada State Contractors' Board only that information required pursuant to NRS 338.141 as provided by the Bidders. Any BIDDER or Subcontractor questioning licensing or utilization of any Subcontractor(s) shall direct their inquiries to the Nevada State Contractors' Board with a copy of all correspondence to OWNER. OWNER will not conduct any investigations regarding the Bidders' (Prime Contractor) relationships with Subcontractors.

- g) Pursuant to NRS 338.13895 and 338.1475, a Subcontractor who is named in the Bid for the Contract as a Subcontractor who will provide a portion of the work on the public work pursuant to NRS 338.141, and is not properly licensed for that portion of the work shall be deemed unacceptable, and Contractor shall provide an acceptable Subcontractor.
- h) Prime Contractor shall not substitute any person for itself or a Subcontractor who is named on the required list(s) except as provided pursuant to NRS 338.141.
- i) If a Prime Contractor substitutes a Subcontractor for any Subcontractor who is named in the Bid without complying with the provisions of NRS 338.141; Prime Contractor shall forfeit, as a penalty to OWNER, an amount equal to one percent (1%) of the total amount of the contract.
- j) If a Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform a portion of work on the public work and, after the submission of the Bid, substitutes a Subcontractor to perform such work; Prime Contractor shall forfeit as a penalty to OWNER, the lesser of, and excluding any amount of the contract attributable to change orders the following:
 - (1) An amount equal to 2.5 percent (2.5%) of the total amount of the contract; or
 - (2) An amount equal to 35 percent (35%) of the estimate by the engineer of the cost of the work Prime Contractor indicated pursuant to NRS 338.141 that he or she would perform on the public work.
- k) Prime Contractor agrees that it will assume responsibility for acts or omissions of its subcontractors and of persons either directly or indirectly employed by them, as they are responsible for the acts or omissions of persons directly employed by Prime Contractor. Nothing contained in the contract documents shall create any contractual relation between Subcontractor and OWNER.
- Per NRS 338.140.1.d, Prime Contractor agrees to provide, upon OWNER'S request, copies of any or all contracts that it may have with its Subcontractor(s), to be used to determine the price of additional work performed pursuant to change orders, to evaluate claims for costs incurred for the performance of additional work, and/or to prepare for potential mediation or litigation, and/or determine the validity of a protest.

8. Non-Discrimination and Fair Employment Practices

a. Discrimination:

The Board of County Commissioners and UMC's Board of Directors are committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if Prime Contractor 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 expression, age, disability, national origin, or any other protected status; OWNER may declare SUCCESSFUL BIDDER in breach of CONTRACT, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

b. Fair Employment Practices:

In connection with the performance of work under this contract, Prime Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prime Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Prime Contractor shall constitute a material breach of this Contract.

c. Close-out Documentation

As a part of the required contract close-out documentation, Prime Contractor shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, Bid Item or work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as Close-out Documentation Summary Report of Subcontractors. See Exhibit H.

d. The BIDDER'S Statement of Authority to Submit a Bid, requests information regarding the Prime Contractor's, Subcontractor's, and Material Supplier's Business Enterprise Groups (BEG) and Ethnicity Status. The Business Enterprise Categories are defined as follows:

i. MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of African American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity.

ii. WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women

iii. PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

iv. 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.

v. VETERAN OWNED ENTERPRISE (VET):

A Nevada business at least 51% owned/controlled by a veteran.

vi. **DISABLED VETERAN OWNED ENTERPRISE (DVET):**

A Nevada business at least 51% owned/controlled by a disabled veteran.

vii. 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.

The information provided by the BIDDER is for OWNER'S information only, as requested by the Board of County Commissioners.

9. Bids submitted shall be on the forms provided by OWNER. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation or alteration must be initialed by a person authorized to bind the BIDDER to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Form, such person must be authorized by the person who signs the Bid Form.

10. Bid Security

a) Each Bid shall be accompanied by a Bid Security (in the form of, at BIDDER'S option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of OWNER) in the amount of five percent (5%) of the base Bid amount, pledging that the BIDDER will within ten (10) business days after OWNER'S written request for insurance, furnish the bonds and insurance as required herein, covering the faithful performance of Prime Contractor and the payment of all obligations arising hereunder. Bonds issued by a surety, who is an individual surety, are not acceptable to OWNER. Should the BIDDER refuse to or fail to furnish such bonds and insurance, the amount of the Bid security may be forfeited to OWNER. All checks and money orders must indicate the Payee as UNIVERSITY MEDICAL CENTER OF SOUTHER NEVADA as OWNER and reflect the complete Bid number.

Bidder's may submit a scanned copy of the Bid security if their Bid is submitted electronically through NGEM. BIDDER must provide an original copy of the Bid Security within 24 business hours of request by OWNER.

- b) Surety companies executing bonds must be licensed to issue surety by the State of Nevada Insurance Division pursuant to Nevada Revised Statute Chapter 683A and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- c) If submitting a Bid Bond it shall be written on either a standard Bid Bond form or the enclosed form (**Bid Attachment 4**), and the attorney-in-fact who executes the Bond on behalf of the surety shall affix to the Bond a certified and current copy of his/her power of attorney.
- d) OWNER will have the right to retain the Bid security of BIDDERS to whom an award is being considered until either (a) the bonds and insurance have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.
- e) Should this Bid contain Lots, the BIDDER may choose to provide a Bid security in the form of a Cashier's Check, Certified Check or Money Order, a separate check or Money Order for EACH LOT submitted. If the BIDDER elects to provide a Bid security in the form of a Bid Bond, it may be issued for five percent (5%) of the aggregate amount of all Lots submitted.

11. SUBMISSION OF BIDS

Electronic submittal through NGEM

www.ngemnv.com

Registration must be completed prior to logging into the system.

Bids must be submitted electronically no later than the Bid opening date and time. Per the Terms of Use of the Nevada Gov eMarketplace (NGEM), bids may not be submitted after the submission deadline, and the server clock will govern. Bids will be publicly opened and read aloud via WebEx immediately after the submission deadline. Bidders are solely responsible for the timely delivery of bids.

The Bid Opening Summary will be posted after Bid opening in NGEM in the Awards Detail tab.

12. <u>WITHDRAWAL OF BID</u>

A. Before Bid Opening:

Bidders may withdraw a bid submitted on NGEM by logging onto NGEM and retracting the Bid.

B. After Bid Opening:

OWNER may allow a BIDDER intended for award to withdraw its bid during the firm offer period due to a mistake of fact on the part of the BIDDER or its employee(s) in preparing its bid. Such BIDDER, upon discovery of the mistake, must immediately notify OWNER in writing of such mistake. The notice to OWNER must include: (1) a request to withdraw its bid, (2) a detailed description of the exact nature of the mistake, (3) an explanation of exactly how and why the mistake occurred, (4) and an explanation of the corrective action that was, or will be implemented by the BIDDER to eliminate the possibility of future mistakes. If the above requested information is not adequately provided to OWNER'S satisfaction, the BIDDER shall be prepared to meet with OWNER within 24 business hours of notification by OWNER to further review the BIDDER'S request for withdrawal of its bid. In any case of a withdrawal, OWNER may require that BIDDER forfeit its bid security to OWNER.

13. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two or more BIDDERS who are the low BIDDERS, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and OWNER can justify awarding to the BIDDER with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the Instructions to BIDDERS. When a drawing is necessary, the BIDDERS involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

14. EVALUATION OF BIDS AND AWARD

A. Line Item Total Prices/Evaluation

The BIDDER shall quote a total price for each line item; low bid will be defined as the lowest sum of these total prices. Mathematical errors in the line item Bid Schedule shall be corrected by OWNER. For purposes of progress payments and change orders, OWNER will divide the item total by the estimated quantity contained in the Bid Form to arrive at a unit price (rounded down to the truncated cent). If there is no cost for a line item, the BIDDER will enter a "0" or write the words "NO COST." A BIDDER who fails to quote a total price for each line item or modifies/changes any elements within its Bid Form may be deemed non-responsive and their bid rejected.

B. Intent to Award

OWNER will issue a formal letter of Intent to Award to the low responsive responsible and/or best Bidder. The BIDDER shall utilize this letter to obtain the bonds required by NRS 339.025. This statute requires that <u>before</u> any Public Works contract is awarded and becomes binding, Prime Contractor shall furnish bonds and insurance.

C. Award Determination

All responsive and responsible bids received are considered firm offers for 120 calendar days after the date of bid opening and may be considered for award. Award shall be made to the lowest responsive, responsible and/or best bidder, based upon the Total Base Bid, plus the funding availability of Bid Option(s) One, Two, Three, etc. exercised in sequential order. BIDDERS must quote all items and agree to provide the bonds and insurance specified herein to be responsive and considered for award. OWNER reserves the right to accept or reject on a Package-by-Package basis including the election of Bid Options in sequential order depending on funding availability, whichever is in the best interest of OWNER.

The determination of award may involve all or some of the following factors: price; BIDDER preference, if applicable; conformity to specifications; financial ability to meet the contract; previous performance; facilities and equipment; experience; and other objective and accountable factors which are reasonable and in accordance with the requirements of the Nevada Revised Statutes.

Rejection of bid(s) may be recommended to the Governing Body for any of (but not limited to) the following causes:

- 1. Failure to use the Bid Form(s) furnished by OWNER.
- 2. Lack of signature by an authorized representative on the Bid Form(s).
- 3. Failure to properly complete the Bid Form(s).
- Evidence of collusion among Bidders.
- 5. Omission of Bid Security, in an acceptable form.
- 6. Unauthorized alteration of Bid Form(s).
- 7. Reports of poor performance on previous OWNER contracts.
- 8. Breach of previous Owner contracts.
- 9. Evidence of Federal Debarment in accordance with the provisions of Nevada Revised Statutes, Chapter 338.017, Sections 1and 2.

OWNER reserves the right to waive any minor informality or irregularity.

D. Determination of Bidder's Responsibility

- 1. In determining the responsibility of any bidder, the governing body or its authorized representative may consider, but is not limited to, the criteria set below:
- Whether a BIDDER or subcontractor possesses a valid contractor's license of a class corresponding to the work required by OWNER in accordance with provisions of NRS Chapter 624;
- Whether a BIDDER has the ability to obtain the necessary bonding for the Work to be required by OWNER;
- 4. Whether the principal personnel employed by the BIDDER have the necessary professional qualifications and experience for the work to be required by OWNER;
- Whether the BIDDER has breached any contracts with a public agency or person in this state or any other state;
- Whether the BIDDER has been disqualified from being awarded a contract pursuant to NRS 338.017 or 338.13895;
- 7. Whether the BIDDER has been convicted of a violation for discrimination in employment two years immediately preceding the date of submission of the Bid.

E. Temporary Prohibition/Disqualification of Contractor/Principals

In accordance with NRS 338.017, if any administrative penalty is imposed under NRS chapter 338 against a person for the commission of an offense, that person, and the corporate officers, if any, of that person, may not be awarded a contract for a public work.

- 1. For the first offense, for a period of 3 years after the date of the imposition of the administrative penalty.
- For the second offense or subsequent offense, for a period of 5 years after the date of the imposition of the administrative penalty.

F. Disclosure of Ownership/Principals

Any BIDDER recommended for award of a contract by the Governing Board and/or Board of County Commissioners is required to provide the information on BID ATTACHMENT 14 "Disclosure of Ownership/Principals" form. The form must be submitted to OWNER within 24 business hours after request. Failure to fill out the subject form by the BIDDER shall be cause for rejection of the bid.

G. Award of Contract

This bid will not be awarded or considered entered into, until the Governing Body or its authorized representative has authorized the award and SUCCESSFUL BIDDER has properly executed and submitted the required proof of insurance, the required bonds, and any other required submittals. Upon receipt of these required documents, in acceptable form, the Contract is considered binding, and the Contract Specialist or her designee will issue an Award Letter. The bid will then become a binding contract.

15. BID OPTION ITEM(S)

This document may contain Bid Option item(s) that is/are shown in the specifications and drawings under the appropriate sections but is/are not to be included in the Total Base Bid amount. Each item is identified by a number designation and description. It is the responsibility of each BIDDER to determine to its own satisfaction the limits and extent of the work for each item and quote a unit price and/or lump sum in the Bid Schedule. The amount(s) quoted shall remain firm through the contract period and include all labor and materials required to complete the work.

16. BONDS AND INSURANCE REQUIREMENTS

SUCCESSFUL BIDDER shall obtain the bonds and maintain through the contract term the insurance coverage required in **Exhibit B**, incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in **Exhibit B**. The cost of the insurance coverage shall be included in the bid amount.

Bidders are strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. SUCCESSFUL BIDDER must provide these within ten (10) business days from date of Award. OWNER will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.

- A. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- B. Successful BIDDER shall provide all submittals requested in this section within ten (10) business days. If Successful BIDDER does not provide the submittals on or before the tenth business day, or fails to keep the bonds or insurance policies in effect or allows them to lapse, SUCCESSFUL BIDDER will pay to OWNER the amount of \$100.00 per day as liquidated damages.

17. SCHEDULE OF VALUES

By 5:00 P.M the next working day after the bid opening, the three (3) lowest BIDDERs for the Total Base Bid amount must submit a Schedule of Values on the attached form, of the various portions of the work, aggregating the base bid amount, and shall be divided so as to facilitate payments in accordance with the contract documents.

Following are detailed delivery instructions for Schedule of Values:

*Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment

E-Mail DELIVERY
Melannie.bledsoe@umcsn.com
*reference above note

Bid Number: 2023-15

Project Name: UMC Southern Highlands PC/QC Expansion PWP-CL-2024-133

18. PROJECT WORKFORCE CHECKLIST

All BIDDERS must submit with Bid a completed Project Workforce Checklist, Attachment 8.

By 5:00 pm the next business day after bid-opening, the three (3) lowest BIDDERs must provide a completed Project Workforce Checklist, Attachment 9, for all named (used) subcontractors).

Within 10 days of bid-opening, the apparent low Bidder must submit a Request for Waiver form, provided by the Department, for the PRIME/BIDDER and all named (used) subcontractors. All supporting documentation for waiver(s), must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation may be sent via email, fax or delivered to the Department's Contract Compliance Office. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as directed above.

A request for waiver (for cause) can be submitted if:

- 1. No Registered Apprentice Programs exist for the craft/type of work required by the project; or
- 2. A request for Apprentices was denied, or not acted upon within 5 business days of submission; or
- 3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the workforce/apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Following are detailed delivery instructions for Progress Workforce Checklist:

*Note: Subject line of the E-Mail must provide the Bid No., Project Description, and Name of Attachment

E-Mail DELIVERY

Melannie.bledsoe@umcsn.com

*reference above note

19. PROTESTS

Any BIDDER who bids on a contract may file a written protest regarding the awarding of contract with the Contract Specialist within five (5) business days after the recommendation to award a contract is issued by OWNER or authorized representative. The protest must include a written statement setting forth the specific reasons the BIDDER submitting the protest believes the applicable provisions of the law were violated. The BIDDER filing the protest shall be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashier's check, money order or certified check, to OWNER who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the base bid submitted by the BIDDER filing the protest; or
- B. \$250.000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the Governing Body on the protest.

An unsuccessful BIDDER may not seek any type of judicial intervention until the Governing Body has made a determination on the protest and awarded the Contract.

Neither the OWNER, Governing Body, nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a BIDDER, whether or not the person files the protest pursuant to this clause.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the BIDDER who submitted the protest. If the protest is rejected a claim may be made against the bond or other security by OWNER in an amount equal to the expenses incurred by OWNER because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the BIDDER who posted the bond or submitted the security.

20. REJECTION OF BID

The OWNER reserves the right to waive any informality or irregularity in any bid received, to reject any and/or all bids, and to rebid.

21. FEDERAL, STATE, LOCAL LAWS

All Bidders, Prime Contractor, Subcontractors and any other person(s) who provides labor, equipment, materials, supplies or services for the public work, shall comply with the requirements of all applicable federal, state, and local laws relative to conducting business in Clark County including, without limitation, any applicable licensing

requirements, labor and health laws, requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work, and including NRS 338 as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

22. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

Advance disclosures of any information to any particular BIDDER which gives that particular BIDDER any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

23. COVENANTS

SUCCESSFUL BIDDER 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. SUCCESSFUL BIDDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

24. RESPONSIBILITY OF PRIME CONTRACTOR

It is understood that in the performance of the services herein provided for, Prime Contractor shall be, and is, an independent Contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, Prime Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Prime Contractor in the performance of the services hereunder. Prime Contractor shall be solely responsible for, and shall indemnify, defend and hold OWNER 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.

- A. Prime Contractor shall be fully and solely responsible for safety and health conditions for conducting all operations under this contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. Prime Contractor shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions Prime Contractor shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. Prime Contractor shall notify OWNER in writing of the name of their assign employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. Prime Contractor shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.
- B. Prime Contractor acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. Prime Contractor 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 expression, age, disability, national origin, or any other protected status; OWNER may declare Prime Contractor in breach of the Contract, terminate the Contract, and designate Prime Contractor as non-responsible.
- C. Prime Contractor acknowledges that Prime Contractor and any Subcontractors, agents or employees employed by Prime Contractor shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, 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. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Prime Contractor or any of its officers, employees or other agents.
- D. Prime Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Prime Contractor, their principals, officers, employees, agents, Subcontractors and suppliers required to complete this Contract. In performing the specified services, Prime Contractor shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of Prime Contractor 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. Prime Contractor will not produce a work product that violates or infringes on any copyright or

patent rights. Prime Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of any products or services furnished by Prime Contractor shall not in any way relieve Prime Contractor of responsibility for the professional quality and technical accuracy and adequacy of its work. OWNER'S review, approval, acceptance, or payment for any of Prime Contractor's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Prime Contractor shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by Prime Contractor's performance or failures to perform under this Contract.

- F. Prime Contractor shall appoint a qualified employee who will manage the performance of services, should this employee be unable to complete his or her responsibility for any reason, Prime Contractor will immediately replace him or her with a qualified person and inform OWNER in writing.
- G. As built drawings and related specifications shall become and remain the property of OWNER. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying and maintaining the project for which they were prepared, and not for construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Prime Contractor during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER'S representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all non-copy write protected documentation supplied pursuant to this Contract.
- H. Prime Contractor agrees that its officers, employees, Subcontractors and suppliers will cooperate with OWNER in the performance of services under this Contract and will be available for consultation with OWNER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- I. Prime Contractor agrees to provide the information on BID ATTACHMENT 14 "Disclosure of Ownership/Principals" form prior to any contract award by the Governing Board and/or Board of County Commissioners.
- J. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

25. RESPONSIBILITY OF OWNER

- A. OWNER agrees that its officers, employees, and contracted firms will cooperate with Prime Contractor in the performance of services under this Contract and will be available for consultation with Prime Contractor at such reasonable times with advance notice as to not conflict with their other responsibilities and in accordance with the communication methodology defined by OWNER.
- B. OWNER'S Departmental Responsibilities:
 - OWNER'S Contracts Management Division will administer the bid solicitation, pre-bid conference, issue addenda, bid opening, bid protest, evaluation, Nevada State Contractors Board license compliance, no evidence of debarment in the Federal System of Award Management, bonds and insurance, Notice of Award of contract, prevailing wage rate compliance, and obtainment of governing body approval of fully executed change order(s), subcontractor substitutions, assignment of contractual rights, and any Notice to Remedy and Contract Termination. OWNER'S departmental representative assigned to administer the contract with the design professional (Architect/Engineer) shall review and approve all documents prior to presenting them to the Contracts Management Division for advertising a notice to bid and prior to release of a formal addenda.
 - 2. Upon the issuance of a written Notice of Award, the services performed by Prime Contractor under this Contract shall be subject to contract administration for compliance with the terms of this Contract by OWNER'S departmental representative assigned at the preconstruction meeting and/or as instructed in the written Notice to Proceed. OWNER'S departmental representative shall provide all contract administration including issuance of the written Notice to Proceed for commencement of work/services, substitutions ("or equal"), coordination with design professional and construction management firm, progress payment evaluation(s), invoice approval, payments and retainage, surety performance inquirers, negotiations and signature authority for change order(s), punch list(s), Notice of Substantial Completion, warranty inspections, corrective action notices, project conflicts, disputes, and/or mediation demands. Additionally, shall administer and coordinate OWNER'S design professional, construction management firm or other OWNER contracted firm(s). OWNER'S departmental representative responsibilities under this Contract may be delegated to appropriate staff members or a third-party firm and shall notify Prime Contractor in writing before the effective date of each such delegation.

- C. The review comments of OWNER'S representative may be reported in writing as needed to Contractor. It is understood that OWNER'S representative's review and oral comments do not relieve Contractor from the responsibility for the timely completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through a formal written change order(s) approved by the governing body.
- D. OWNER staff (including but not limited to those) from Plant Operations, Public Works and/or their contracted staff will perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with requirements of the Building Administrative Code, Chapter 22.2.

26. DISCLAIMER

The prospective BIDDERs responsible for obtaining all addenda, correspondence, CD data, and any other documentation issued by OWNER. OWNER is not responsible for the accuracy or completeness of any documentation the BIDDER receives from **any source** other than OWNER's Contracts Management Division.

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GENERAL CONDITIONS

BID NO. 2023-14 UMC SOUTHERN HIGHLANDS PC/QC EXPANSION PWP-CL-2024-133

SECTION 1: GENERAL

1.1 NOTICE(S) TO PROCEED

A. Notice to Proceed (for Work)

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Contracts Management Division will issue a Notice of Award which authorizes Prime Contractor to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Plant Operations Department shall issue a Notice to Proceed to commence the work.

B. Materials Notice to Proceed

OWNER will issue a Materials Notice to Proceed to Prime Contractor authorizing the ordering of supplies, materials, equipment, etc. The supplies, materials, equipment, etc. must be received within 60 calendar days. During this period of time, OWNER may issue the Notice to Proceed for the work.

1.2 TIME: COMPLETION OF PROJECT

- A. Time is of the essence and failure to meet the specified time to complete the work to be performed shall constitute a breach of the Contract and may result in termination of the Contract.
- B. Successful Bidder, upon becoming the awarded Prime Contractor, shall commence the work to be performed on the date set by OWNER'S departmental representative in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within 160 calendar days from the date specified in the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. Prime Contractor shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications. Any costs associated with the overtime, which may be required to complete the project in time, and/or milestones specified shall be solely the responsibility of Prime Contractor and shall have been included in the bid amount(s).
 - 1. In addition, where applicable, reference to time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.
 - The time specified above represents no overtime requirement. The scheduling of overtime for this
 project is solely the responsibility of Prime Contractor. OWNER is not responsible for any additional
 costs related to overtime work performed.

C. Prime Contractor's Performance of Work

Prime Contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

D. Liquidated Damages

In case of failure on the part of Prime Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal change order, or if Prime Contractor fails to perform the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, Prime Contractor shall pay to OWNER, as liquidated damages, the sum of \$100.00 for each calendar day of delay until the work is complete, together with any increased costs incurred by OWNER in completing the work.

2. OWNER'S Recovery of Bidder's Preference Liquidated Damages

If OWNER determines that Prime Contractor has failed to comply with a requirement certified in its Public Works Bidder's Preference Affidavit, OWNER may seek to recover by civil action Liquidated Damages for material breach of the contract in the amount of one percent (1%) of the Contract price.

1.3 PERMITS AND FEES

Prime Contractor shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. Prime Contractors shall direct questions to the designated contacts specified in the Instructions to Bidders.

1.4 <u>UTILITIES</u>

Prime Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Prime Contractor at no additional cost to OWNER, unless otherwise specified in this bid document.

1.5 STANDARDS AND CODES

- A. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- B. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
- C. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto, unless otherwise specified in the General Conditions.

1.6 TAXES

Prime Contractor shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The contract amount and any approved change orders amounts shall include all taxes imposed by law. Prime Contractor shall make any and all payroll deductions required by law. Prime Contractor hereby indemnifies and holds OWNER harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

1.7 <u>ASSIGNMENT OF CONTRACTUAL RIGHTS</u>

It is agreed that Prime Contractor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without prior written consent of OWNER and any sureties.

1.8 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

- A. The bidding and contract documents include various divisions, sections, and conditions, which are essential parts for the work to be provided by Prime Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of a discrepancy, the following precedence will govern:
 - 1. Permits required by law from other agencies, and/or OWNER, issued to Prime Contractor, and/or OWNER.
 - 2. Change orders, supplemental contracts and amended contracts.
 - 3. Instructions to Bidders, including any addenda.
 - 4. General Conditions, including any addenda.
 - Specifications, including any addenda.
 - 6. Contract Drawings, including any addenda.
 - 7. Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition, and all revisions through date of advertisement.
 - 8. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.
- B. Notwithstanding the above, if a permit provision conflicts with a provision in items 2-8, above, the more stringent provision controls.

- C. Notwithstanding the above, a change order, supplemental agreement or amended agreement takes precedence over a more stringent permit if the permitting agency approves in writing.
- D. Notwithstanding the above, in the event of a conflict between addenda, the more recent addendum controls.
- E. Notwithstanding the above, approved revisions to contract drawings, specifications and drawings will take precedence over items 5, 6, 7 and 8 respectively. Detailed contract drawings shall have precedence over general plans.
- F. Prime Contractor shall not take advantage of any apparent error or omission in the contract drawings or specifications. In the event Prime Contractor discovers such an error or omission, Prime Contractor shall immediately notify OWNER. OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.
- G. Section 105.04 of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden, replaced and controlled by this Section 1.8 of the General Conditions of this Contract.

1.9 INDEMNITY

A. Notwithstanding the insurance coverage required herein, Prime Contractor hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly and indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive by Prime Contractor, or anyone contracted with or acting under its direction or control, or in its behalf in connection with or incident to the performance of this Contract.

Prime Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, of the parties indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct of the parties indemnified or held harmless.

B. Prime Contractor agrees to indemnify, defend, and hold harmless OWNER, its officers and employees, from any and all claims by Prime Contractor's employees or its subcontractors' employees, for work-related injuries arising out of the performance of the contract.

1.10 ADA REQUIREMENTS

All work performed or services rendered by Successful Prime Contractor must 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. It shall be the responsibility of Successful Prime Contractor to advise OWNER should OWNER'S requirements not meet the appropriate accessibility standards.

1.11 AUDITS

The performance of this contract by Prime Contractor is subject to review by OWNER to ensure contract compliance. Prime Contractor agrees to provide OWNER any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to Prime Contractor. 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 contract and be cause for suspension and/or termination of the contract.

SECTION 2: MATERIALS:

2.1 PATENT INDEMNITY

A. Prime Contractor hereby indemnifies and shall defend and hold harmless OWNER, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by OWNER and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Prime Contractor, or out of the processes or actions employed by, or on behalf of Prime Contractor in connection with the performance of the contract. Prime Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by OWNER or its construction manager; provided that OWNER or its construction manager shall have notified Prime Contractor upon becoming aware of such claims or actions, and provided further that Prime Contractor's aforementioned

obligations shall not apply to equipment, materials, or processes furnished or specified by OWNER or its construction manager.

B. Prime Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

2.2 SUBSTITUTIONS ("OR EQUAL")

A. Policy

- Prior to proposing any substitute material, product, or service, Prime Contractor shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. Prime Contractor may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in OWNER'S interest.
- The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon Prime Contractor. Prime Contractor shall support its request with sufficient test data and other means to permit OWNER to make a fair and equitable decision on the merits of the proposal. Prime Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. OWNER will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- 3 Approval of a substitution shall not relieve Prime Contractor from responsibility for compliance with all requirements of the Contract. Prime Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.
- 4 Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
- 5 Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

B. Procedure

Should Prime Contractor wish to use any material, product, or service other than those specified by brand or trade name, it shall, within **10 calendar days** after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, or service. If Prime Contractor fails to submit written requests within **10 calendar days** after the award of the contract, no substitutions will be allowed. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of OWNER to accept such substitute, or on the part of the Architect or Engineer to determine such substitute to be the equal of that specified.

The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to OWNER. Should the substitute be acceptable to OWNER, an authorization will be written allowing the provision of the substitute material, product, or service. No substitution will be allowed which will increase the Contract amount.

2.3 <u>DELIVERY, UNLOADING AND STORAGE</u>

Prime Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER'S approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by Prime Contractor.

2.4 INVOICING

Invoices are to be sent within thirty (30) calendar days of the completion of the work. Payment of invoices will be made within forty-five (45) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.

In accordance with NRS 244.250 OWNER shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date Successful BIDDER performs services, provides deliverables, or milestones.

All invoices should include the following information:

- A. OWNER's Progress Billing form
- B. Company Name
- C. Complete Address (including street, city, state, and zip code)
- D. Telephone Number
- E. Contact Person
- F. OWNER Purchase Order Number
- G. Bid Number
- H. Itemized pricing per the Schedule of Values
- Company's Invoice Number
- J. OWNER Project Number(s)

SUCCESSFUL BIDDER is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form.

2.5 PAYMENT OF MATERIAL

- A. At the discretion of OWNER, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of Prime Contractor for all materials until final acceptance of the work.
- B. If materials are not specifically purchased for the work, but are taken from Prime Contractor's stock, then in lieu of invoices, there shall be submitted to OWNER statements accompanied by an affidavit of Prime Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to Prime Contractor.
- C. It is understood and agreed that the transfer of title to and OWNER'S payment of such stored or stockpiled material shall in no way relieve Prime Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

2.6 WARRANTY

- A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to OWNER. Unless otherwise provided in the contract, Prime Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials (unless furnished by OWNER), and workmanship for a period of 12 months (unless longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by Prime Contractor or by any of its subcontractors of any tier. Upon receipt of written notice from OWNER of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Prime Contractor at a time acceptable to OWNER.
- B. Prime Contractor shall perform such tests as OWNER may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by Prime Contractor.
- C. Prime Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of twelve (12) months from and after date of acceptance thereof. Should Prime Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, OWNER may perform or cause to be performed the same at Prime Contractor's expense. Prime Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

SECTION 3: LABOR

3.1 PREVAILING WAGES

A. Prime Contractor and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. Prime Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. Bidders are responsible to identify and use the correct prevailing

wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: www.Labor.NV.Gov, or by calling (702) 486-2650. Per NRS 338.030, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project or thirty-six (36) months whichever is earlier. Please note that if a change order causes a contract to exceed \$100,000, OWNER will audit the entire contract period.

- B. In accordance with NRS 338.013.3, Prime Contractor shall report to the Labor Commissioner and OWNER the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
- C. In accordance with NRS 338.060 and 338.070, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on OWNER'S project is paid less than the designated rate for any work done under the contract by Prime Contractor or any Subcontractor under it. If Prime Contractor or any Subcontractor on the project fails to submit the certified payroll reports to OWNER within **15 calendar days** after the end of the month, Prime Contractor shall forfeit as a penalty to OWNER, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of Prime Contractor's business to determine the amount per worker per day to be imposed. Any Prime Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime Contractor shall reimburse OWNER for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
- D. In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), Prime Contractor and each Subcontractor shall keep or cause to be kept:
 - 1. An accurate record showing for each worker employed by Prime Contractor or Subcontractor;
 - a) The name of the worker;
 - b) The occupation of the worker;
 - c) The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - d) The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
 - e) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - f) The actual per diem, wages, and benefits paid to the worker.
 - An additional accurate record showing for each worker employed by Prime Contractor or Subcontractor who has a driver's license or identification card;
 - a) The name of the worker;
 - b) The driver's license or identification card number of the worker; and
 - c) The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by OWNER. Prime Contractor, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by OWNER no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is **confidential and not open to public inspection**. Prime Contractor, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by Prime Contractor and each Subcontractor shall be submitted to OWNER at the following address:

University Medical Center of Southern Nevada Plant Operations Department Attn: Construction Manager 1800 West Charleston Blvd. Las Vegas, Nevada 89102 Attached are sample forms that may be used to document the above required information. **See Exhibit I.**

Two years after Project's final payment is made by OWNER; the records in OWNER'S possession may be destroyed.

- E. Prime Contractor shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda. The Nevada Prevailing Wage Rates in effect at the time of opening of the Bid are hereby incorporated into this Contract by reference.
- F. **Certified Payroll Reports**: Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, Prime Contractor and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

Each Prime Contractor and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation at the discretion of and in the manner specified by OWNER. This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

Prime Contractor and each Subcontractor are required to submit a copy of the record for each calendar month to OWNER no later than **15 calendar days** after the end of the month for the purposes of public inspection. Prime Contractor shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. A Prime Contractor shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from Prime Contractor by the public body because Prime Contractor failed to submit certified payroll reports within **15 calendar days** after the end of the month if the Subcontractor provided certified payroll reports to Prime Contractor within **10 calendar days** after the end of the month or the date agreed upon by Prime Contractor and Subcontractor. Prime Contractor shall submit its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or Prime Contractor shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Manager of Facility Maintenance may be contacted at (702) 383-2301 to view the reports.

For Certified Payroll Submissions pertaining to this project please note contact information below:

Name: Tamera Hone

Email: tamera.hone@umcsn.com

Phone: 702-610-6197

3.2 USE OF APPRENTICES (Applicable to all projects advertised and awarded after January 1, 2020)

By submitting a Bid on projects awarded after January 1, 2020, BIDDER represents that it and its subcontractors will comply with SB 207 (2019), NRS 338.01165 in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010).

A Prime/Bidder and/or Subcontractor engaged in a Vertical Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

A Prime/BIDDER and/or Subcontractor engaged in a Horizontal Construction who employs a worker pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of total hours of labor in each apprenticed craft or type of work to be performed which more than three workers are employed on a public work.

3.3 APPRENTICE FORMS AND WAIVERS

 All Prime/BIDDERS must submit with Bid a completed Project Workforce Checklist - Prime, provided by OWNER, BID ATTACHMENT 8. All trade/craft shall be checked that will be applicable to the project.

The required forms and supporting documentation noted in Subsection 2 and 3 below, may be sent via email to melannie.bledsoe@umcsn.com, or hand delivered to 901 Rancho Lane, Ste. 265, Las Vegas, NV 89106, attention to Contract Management Division.

- 2. The three apparent lowest bidders must submit a completed and signed Project Workforce Checklist Subcontractors, **BID ATTACHMENT 9**, for all named (used) subcontractors by 5:00 p.m. the next business day following the bid opening. All trade/craft shall be checked that will be applicable to the project.
- Within 10 business days after bid opening, the three apparent lowest bidders must submit BID ATTACHMENT 10, Request for Waiver form, provided by OWNER, for the Prime/BIDDER and/or all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form. If waivers are not needed, please indicate such on the Request for Waiver form, and submit as

directed above.

A Request for Waiver (for cause) can be submitted if:

- No Apprentices are available from an apprenticeship program with Clark County as recognized by the State Apprenticeship Council; or
- 2. A request for Apprentices was denied, or not acted upon with five (5) business days of submission; or
- 3. The project requires the performance of uniquely complex or hazardous work.

Failure to submit the Workforce/Apprentice utilization forms and supporting documentation described above, within the required time, may deem the bid non-responsive.

Any or all of these forms will be required for any additional subcontractors added during the course of construction.

3.4 STATE OF NEVADA LEGAL HOLIDAYS

Prime Contractor is advised that below there are 10 firm legal holidays and 11 when December 31st falls on Friday.

Martin Luther King's Birthday Presidents' Day Memorial Day Independence Day Labor Day Nevada Admission Day Veteran's Day Thanksgiving Day and the Friday After Christmas Day New Year's Day

Prime Contractor is required to verify dates with OWNER'S representative prior to commencement of the Project.

3.5 COPELAND ANTI-KICK BACK ACT

Prime Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Prime Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

3.6 <u>EMPLOYMENT OF UNAUTHORIZED ALIENS</u>

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

3.7 NON-DISCRIMINATION / FAIR EMPLOYMENT PRACTICES

A. Discrimination:

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER 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 expression, age, disability, national origin, or any other protected status, OWNER may declare SUCCESSFUL BIDDER in breach of the contract, terminate the contract, and designate Successful BIDDER as non-responsible.

B. Fair Employment Practices:

In connection with the performance of work under this contract, Prime Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex sexual orientation, gender identity or expression, or age. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Prime Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provision by a Prime Contractor shall constitute a material breach of this Contract.

3.8 PREFERENTIAL EMPLOYMENT

All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by Prime Contractor, this contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this contract void.

3.9 SUBCONTRACTOR/INDEPENDENT CONTRACTOR

- A. Prime Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Prime Contractor shall act as an independent Contractor and not as the agent of OWNER in performing the Contract. Prime Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by Prime Contractor shall create any contractual relationship between any such Subcontractor and OWNER. Prime Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.
- B. Any subcontract entered into by Prime Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between OWNER and Subcontractor or Material Supplier. It is Prime Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract and applicable Statutes. If Prime Contractor submitted with its Bid a signed and notarized Affidavit, Prime Contractor must include in each contract between Prime Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D).

Prime Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by Prime Contractor unless such substitution meets the requirements of NRS Chapter 338.

C. Bidders are encouraged to refer to the following website for information regarding sub-contractors: http://www.sumnumarketing.com/wp-content/uploads/2019/06/Local-Small-Business-DirectoryREVISED-053019.pdf

3.10 REPORTING OF ALLEGED VIOLATIONS OF THE LAW

Prime Contractor should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

3.11 LABOR STRIFE

Prime Contractor shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

3.12 ELIGIBILITY FOR PREFERENCE IN BIDDING

OWNER shall award the Contract to the BIDDER who submits the best Bid as defined by NRS 338.147 and, in doing so will consider the BIDDER'S eligibility for a bidding preference as defined by NRS 338.147. Eligibility for the preference will be established if the BIDDER, at the time of Bid: 1) submits a valid certificate of eligibility from the State Contractor's Board; and 2) submits the "Affidavit Pertaining to Preference Eligibility" form, attached hereto as **Bid Attachment 7**, within two (2) hours after the completion of the opening of the Bid by OWNER, included as part of the Bid Documents and hereafter incorporated into the Contract. A person who submitted a bid on the public work or an entity who believes that Prime Contractor who was awarded the contract for the public work is not entitled to receive preference in bidding on public works under Nevada Law may: 1) challenge the validity of the certificate of eligibility by filing a written objection with OWNER in compliance with NRS 338.147 (13) within three (3) business days after the Bid opening; or 2) file a written objection with OWNER setting forth proof or substantiating evidence to support the belief that Prime Contractor has failed to comply with NRS 338.147. In evaluating an objection to the certificate of eligibility, OWNER shall comply with the requirements of NRS 338.147 (14).

3.13 BIDDERS RECEIVING PREFERENCE

- A. If Prime Contractor submitted, within two (2) hours after the completion of the opening of the Bid, a signed and notarized "Affidavit Pertaining to Preference Eligibility" form, and fails to comply with any of the requirements certified in the Affidavit, such failure is a material breach of the Contract and entitles OWNER to liquidated damages in the amount of one percent (1%) of the Contract Price.
- B. A person who submitted a Bid who believes that Prime Contractor that obtained a preference bidding by submitting within two (2) hours after the completion of the opening of the bids a signed and notarized Affidavit has failed to comply with a requirement certified in the Affidavit, may file a "written objection" with OWNER that sets forth proof or substantiating evidence to support the belief of the person or entity that Prime Contractor has failed to comply.
- C. If OWNER receives a written objection from a person who submitted a Bid about a Prime Contractor who submitted an Affidavit within two (2) hours after the completion of the opening of the bids has failed to comply with a requirement certified in the Affidavit, OWNER shall determine whether the objection is accompanied by the required proof or substantiating evidence. If OWNER determines that the objection is not accompanied by the required proof or substantiating evidence, OWNER shall dismiss the objection. If OWNER determines that the objection is accompanied by the required proof or substantiating evidence or if OWNER on its own initiative determines that the required proof or substantiating evidence exists, OWNER shall determine that Prime Contractor has failed to comply with a requirement certified in his or her Affidavit, OWNER may seek to recover by civil action liquidated damages for material breach of the Contract in the amount of one percent (1%) of the

Contract Price.

- D. If Prime Contractor submitted within two (2) hours after the completion of the bid opening of the Bid, a signed and notarized Affidavit, Prime Contractor must:
 - Each Contract between Prime Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than Prime Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
 - 2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation. See Exhibit J.
 - 3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion. **See Exhibit K.**

SECTION 4: SITE SAFETY AND SECURITY

4.1 RESPONSIBILITY FOR WORK SECURITY

- A. Prime Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. Prime Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, OWNER'S property, and the work site. Prime Contractor shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
- B. Prime Contractor shall comply with all applicable laws and regulations. Prime Contractor shall cooperate with OWNER on all security matters and shall promptly comply with any project security requirements established by OWNER. Such compliance with these security requirements shall not relieve Prime Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Prime Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- C. Prime Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.

4.2 CONTRACTOR SITE RESPONSIBILITIES

- A. Unless otherwise specifically provided in the Contract, Prime Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by OWNER. Before Prime Contractor begins such work, it shall give due notice to OWNER of its intention to start such work. Prime Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
- B. Prime Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Prime Contractor.
- C. OWNER reserves the right to permit access to the site by other contractors if necessary. Prime Contractor shall cooperate and coordinate with OWNER as needed.

4.3 CONSTRUCTION SAFETY

Neither OWNER nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Prime Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

A. General

1. Prime Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and

programs in connection with the Work. Prime Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

2. In an emergency affecting the safety of life or of the Work or of adjoining property, Prime Contractor shall follow the instructions of OWNER or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

B. Protection of Persons

- Prime Contractor shall take all reasonable precautions for the safety of all employees on the Work and all
 other persons who may be affected thereby. Prime Contractor shall designate a responsible member of
 its organization at the Project site whose duty shall be prevention of accidents.
- Except as otherwise stated in the Contract Documents, if Prime Contractor encounters on the Project site
 material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that Prime
 Contractor shall immediately stop work in the area affected and give notice to OWNER and any other
 appropriate entity of the condition. Work in the affected area shall not be resumed without written direction
 by OWNER.

4.4 CLEANING UP

- A. Prime Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Prime Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Prime Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Prime Contractor shall leave the premises and work site in a neat, clean, and safe condition. In the event of Prime Contractor's failure to comply with the above requirements may be accomplished by OWNER at Prime Contractor's expense.
- B. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

4.5 FIRE PREVENTION

- A. Prime Contractor shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of Prime Contractor.
- B. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
- C. Prime Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected, and a fire watch shall be provided by Prime Contractor to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

SECTION 5: PROJECT COSTS AND WAGES

5.1 CHANGE ORDERS

Prime Contractor shall comply with all provisions and conditions which are required by the Contract for change order(s) which increase the Contract amount. Prime Contractor represents that change order(s) will include all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected. Work which is specifically required by OWNER or its representative, and which is in addition to work required by the Contract, will be charged against a formal change order executed by both parties. Then the work defined shall commence as directed by OWNER's representative. The total of all change order(s) for the project may not exceed fifteen percent (15%) of the original Contract amount without prior approval by the Governing Body, with the following conditions:

- A. Prime Contractor shall submit proposals and/or billings for materials and/or labor for all additional work requested on the following basis, and in-all cases, Prime Contractor shall conform to the following requirements, and costs shall be limited to those set forth below:
 - 1. Products and Materials
 - The costs of products and materials to Prime Contractor or Subcontractor, less any applicable trade discounts.

- b. Where the Prime Contractor supplies products and materials to OWNER directly, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit in its billing to OWNER. Where the Subcontractor supplies products or materials to OWNER, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of ten percent (10%) overhead and profit for the Subcontractor, and above that, five percent (5%) overhead and profit for itself in its billing to OWNER.
- OWNER reserves the right to request copies of any invoice(s), including those from the originating supplier(s), Subcontractor(s), or manufacturer(s).
- d. No overhead and profit will be allowed on any applicable taxes.

Labor

a. Where the Prime Contractor supplies labor to OWNER directly, the Prime Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

b. Where the Subcontractor supplies labor to OWNER, through the Prime Contractor, the Prime Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit for the subcontractor; and above that, a maximum of ten percent (10%) overhead and profit for itself in its billing to OWNER.

Labor costs shall be in compliance with the prevailing wage rates as specified in Section 3, Labor, 3.1 Prevailing Wages.

- OWNER reserves the right to request copies of any invoice(s) or time sheet(s) relevant to labor charged.
- d. Should a contract originally awarded for less than \$100,000 be increased over that amount through the issuance of change order(s), Prime Contractor shall then comply with all provisions and requirements of the Prevailing Wage Rates and represents that change order(s) will include labor and all related costs prior to presentation to OWNER for consideration. Retroactive change order(s) will be rejected.

5.2 RELEASE OF RETENTION

Not more than ninety-five percent (95%) of the amount of any progress payment must be paid until fifty percent (50%) of the work required by Prime Contractor has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is fifty percent (50%) complete. After the work is fifty percent (50%) complete, no further amount shall be retained from future progress payments, provided Prime Contractor is making satisfactory progress. In the event of unsatisfactory progress, OWNER shall retain five percent (5%) from any progress payments. OWNER, or OWNER representative shall determine when the work is fifty percent (50%) complete.

The specified retention amount will be released following OWNER'S issuance/approval of the Notice of Completion, provided that the following conditions are met:

- A. All punch list items have been completed.
- B. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
- C. Final record drawings and specifications have been submitted (if applicable).
- D. No known premium delinquency exists with Prime Contractor's workers' compensation insurer.
- E. All required documentation has been submitted to OWNER and no request has been made to OWNER by the Labor Commissioner, to hold retention.

OWNER may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to Prime Contractor. The difference of the retention may then be paid.

SECTION 6: PROJECT COMPLETION

6.1 <u>USE OF COMPLETED PORTIONS OF WORK</u>

A. Whenever, as determined by OWNER, any portion of work performed by Prime Contractor is in a condition suitable for use, OWNER may initiate a certificate of substantial completion for that portion and take possession of or use such portion.

- B. Such use by OWNER shall in no case be construed as constituting final acceptance or acceptance of work not completed, and shall neither relieve Prime Contractor of any of its responsibilities under the Contract, nor act as a waiver by OWNER of any of the conditions thereof, provided that Prime Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, Prime Contractor shall be entitled to an equitable adjustment mutually agreed upon prior to OWNER taking possession.
- C. If, as a result of Prime Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to OWNER, OWNER shall have the right to continue such use until such portion of work can, without injury to OWNER, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months, unless otherwise mutually agreed upon in writing between the parties.
- D. Prime Contractor shall not use any permanently installed equipment unless such use is approved by OWNER in writing. Where Prime Contractor's written request is granted for the use of certain equipment, Prime Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of OWNER.
- E. If OWNER furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of Prime Contractor and shall be considered Prime Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by OWNER.
- F. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

6.2 Punchlist

Inspections for substantial or final completion may be requested by the Contractor only after the status of completion has been reviewed with Owner and Owner agrees/concurs that the work is ready for inspection. When the Contractor determines that the work, or a potion thereof which Owner agrees to accept separately, is substantially complete in accordance with the Contract, the Contractor shall prepare and submit to Owner and Architect a list of items to be completed or corrected from the comments provided at the inspection and establish a timeline for completion of items appearing on the "punch list". The failure to include any items on the list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract. Scheduled completion of the punch list shall not exceed thirty (30) calendar days from date of Owner's receipt of the "punch list".

6.3 Correction of Work

- A. <u>Covered Work.</u> Covered work includes any work that is concealed by materials that prevent the work from being observed. If any work should be covered prior to a specified or requested inspection, the Contractor shall uncover the work for observation and shall replace same at no cost to Owner. If any work has been covered which Owner has not specifically requested to observe prior to being covered, Owner may request to see such work and it shall be uncovered by the Contractor. If the uncovered work is found to be in accordance with the Contract, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Owner. If the uncovered work is not in accordance with the Contract Documents, the Contractor shall pay such costs.
- B. Rejected Work. The Contractor shall promptly correct all work rejected as defective or as failing to conform to the Contract, whether observed before or after final completion, and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost for additional services of the Architect when applicable. The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by removal or correction.
- C. <u>Self-Perform.</u> If the Contractor does not remove defective or non-conforming work within a reasonable time, Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) calendar days thereafter, Owner may upon ten (10) additional calendar days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all costs that should have been borne by the Contractor including compensation for additional professional services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount the Contractor shall pay the difference to Owner.
- D. <u>Acceptance.</u> If Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal or correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract amount, or, if the amount is determined after final payment, it shall be paid to Owner by the Contractor.
- E. <u>Damage.</u> All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable,

shall be remedied by the Contractor, except damage or loss attributable to errors and/or omissions in the drawings or specifications.

6.4 RECORD DRAWINGS AND SPECIFICATIONS

- A. Progress Records: During construction, Prime Contractor shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
- B. Final Records: When specified or required upon completion of work, Prime Contractor shall furnish to OWNER a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. OWNER, at its expense, will furnish Prime Contractor with drawings for mark-up by Prime Contractor. Prime Contractor shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

6.5 TESTING, INSPECTIONS, AND FINAL ACCEPTANCE

- A. When Prime Contractor considers that all work under the Contract is complete and ready for final inspection, Prime Contractor shall inform OWNER in writing and Owner within a reasonable period of time shall make such inspection. When the results of inspection and testing satisfy OWNER that all work under the Contract is completed and in accordance with the requirements of this Contract, including any outstanding items after substantial completion, OWNER shall initiate the Notice of Completion process. Work will not be considered to meet the definition of final completion if any of the following conditions exist:
 - 1. Any final inspection by the Owner has not been passed.
 - 2. Any required final Certificate of Occupancy has not been received by Owner.
- B. Owner Right to Inspect. Owner and its authorized representatives shall be permitted to inspect the work materials, payrolls, records of personnel, invoices for materials and other relevant data and work of the Contractor and Subcontractors. Such inspection by Owner or his authorized representatives shall not be considered a warranty as to the fitness or acceptability of the work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve the Contractor or his Subcontractors of their obligations or duties required by the Contract.
- C. The date of final acceptance of the project shall be the date upon which OWNER accepts and issues a Notice of Completion for the project.
- D. All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by OWNER as defined herein except that OWNER, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

6.6 CONTRACT TERMINATION

- A. Termination by OWNER for Cause
 - OWNER may terminate the Contract for Construction if Prime Contractor:
 - a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
 - b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
 - Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
 - d) Has otherwise materially breached the Contract.
 - 2. When any of the above reasons exist, OWNER may without prejudice to any other rights or remedies of OWNER and after giving Prime Contractor and Prime Contractor's Surety, if any, 7 business days' advance written notice, terminate the contract with Prime Contractor and may, subject to any prior rights of the Surety:
 - Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Prime Contractor;
 - b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to OWNER if Contract is terminated); and,
 - c) Finish the work by whatever reasonable method OWNER may deem expedient.
 - When OWNER terminates the Contract for one of the reasons stated in this section "Termination by OWNER for Cause," Prime Contractor shall be entitled to receive payment only on work completed

and accepted by OWNER as of that termination date.

4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, Prime Contractor shall pay the difference to OWNER. The amount to be paid to OWNER shall survive Termination of the Contract.

B. Suspension by OWNER for Convenience

- 1. OWNER may, without cause, order Prime Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as OWNER may determine.
- 2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
 - That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Prime Contractor is responsible; or
 - b) That an equitable adjustment is made or denied under another provision of the Contract.
- 3. Adjustments made in the cost of performance must have a mutually agreed fixed price.

C. Termination for Convenience by OWNER

Prior to, or during the performance of the work, OWNER reserves the right to terminate the contract for its convenience. Upon such an occurrence, the following procedures will be adhered to:

- OWNER will immediately notify the Architect/Engineer and/or Prime Contractor in writing specifying the
 effective termination date of the Contract.
- After receipt of the Notice of Termination, Prime Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at the point in the Contract.
 - a) Stop all work.
 - Place no further subcontracts or orders for materials or services.
 - c) Terminate all subcontracts.
 - d) Cancel all material and equipment orders as applicable.
 - e) Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of Prime Contractor.
- 3. Within 180 days of the date of the Notice of Termination, Prime Contractor shall submit a final termination settlement proposal to OWNER based upon costs incurred up to the date of termination, reasonable profit on work done only, and reasonable demobilization costs. If Prime Contractor fails to submit the proposal within the time allowed, OWNER may determine the amount due to Prime Contractor because of the termination and shall pay the determined amount to Prime Contractor.

SECTION 7: PROJECT CONFLICTS

7.1 DISPUTES

All claims, disputes or other controversy that may arise between OWNER and Prime Contractor relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy cannot be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

In the event Prime Contractor files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and OWNER prevails in the Court's decision, then Prime Contractor shall pay OWNER'S attorneys' fees. Further, Prime Contractor acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this contract.

OWNER and Prime Contractor, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of

subcontractor. OWNER shall not be liable for fees or costs as an element of consequential damages.

7.2 NOTICE OF NON-BINDING MEDIATION

After the expiration of the forty-five (45) days for informal negotiations, as set forth in Item 7.1 above; either OWNER or Prime Contractor may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

- A. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
- B. The names, addresses and telephone numbers of the parties;
- C. A reference to any contract provisions from which the claim, dispute or controversy arises;
- D. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
- E. The relief or remedy sought and the amount of money claimed;
- F. If Prime Contractor is the initiating party, a copy of Prime Contractor's documents generated in preparation or determination of prices included in the bid as required by NRS 338.140(1)(d);
- G. If Prime Contractor is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by Prime Contractor that it agrees with the merits and the amount of the claim;
- H. If Prime Contractor submits a total cost or modified cost claim, dispute or controversy then Prime Contractor must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that Prime Contractor was not responsible for the added expenses; and 5) that OWNER, and not anyone else, is responsible for the additional cost; and
- I. If Prime Contractor is the initiating party, it must submit the written demand of mediation to OWNER in the time period set forth in the claim's presentment statute of NRS 244.250.
- J. If Prime Contractor is the initiating party of the claim, dispute or controversy, Prime Contractor shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of Prime Contractor's knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which Prime Contractor believes OWNER is liable.

7.3 SELECTION OF MEDIATOR

The mediator shall be chosen by mutual agreement of the parties.

7.4 COST OF THE MEDIATION

The fees and expenses of the independent private mediator shall be shared equally by OWNER and Prime Contractor. OWNER and Prime Contractor shall each pay their own costs and expenses, including, but not limited to, expert, and attorney fees incurred in the mediation of any claim, dispute, or controversy, including, but not limited to, their own costs of preparation of, and presentation of all claims prior to, and through the mediation period. Neither OWNER nor Prime Contractor shall be entitled to an award of interest.

7.5 LOCATION OF THE MEDIATION

The mediation shall take place at a location designated by OWNER at an OWNER-owned facility.

7.6 <u>MEDIATOR AGREEMENT</u>

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as **Exhibit C**, prior to serving in any capacity as a mediator.

7.7 MEDIATION PROCEEDING

- A. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
- B. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. Prime Contractor acknowledges that OWNER is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Governing Board and/or Board of County Commissioners.
- C. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
- D. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth

in Section 7.7(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than twelve (12) characters per inch and not to exceed thirty (30) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set forth in Section 7.2 of this section.

- E. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement, attached hereto as **Exhibit D** prior to the commencement of the mediation proceeding.
- F. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, OWNER and Prime Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
- G. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.
- H. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

7.8 TERMINATION OF MEDIATION

The mediation shall be terminated:

- A. by the execution and approval of a settlement agreement by the parties;
- B. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
- C. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated:
- D. a party gives written notice of withdrawal; or
- E. when there has been no communication between the mediator and a party or a party's representative for fourteen (14) days, at no fault of the mediator, following the conclusion of the mediation session.

7.9 WORK IN PROGRESS

At all times while the informal negotiations or mediation action is pending, Prime Contractor shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless OWNER exercises its right to terminate, pursuant to Section 6 of this Contract, or otherwise mutually agreed upon in writing by the parties.

7.10 SECTION 105.17(c) OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS DOES NOT APPLY

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract. That section is overridden and controlled by Section 7 of the General Conditions of this Contract.

SECTION 8: FORCE MAJEURE

8.1 FORCE MAJEURE

Prime Contractor shall be excused from performance of the work during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, pandemic, fire, war, loss, or shortage of transportation facilities, terms and conditions Specific lockout or commandeering of raw materials, products, plants or facilities by the government. Prime Contractor shall provide OWNER satisfactory evidence that non-performance is due to other than fault or negligence on its part.

SPECIAL CONDITIONS

BID NO. 2023-15 UMC SOUTHERN HIGHLANDS PC/QC EXPANSION PWP-CL-2024-133

1. PRE-CONSTRUCTION CONFERENCE

- A. A Pre-Construction Conference shall be held after the award of the contract and SUCCESSFUL BIDDER has submitted all post award submittals. OWNER'S representative shall schedule this meeting.
- B. SUCCESSFUL BIDDER and all subcontractors are required to attend the Pre-Construction Conference to discuss this project, requirements, and all associated required documents. The Notice to Proceed will not be issued until all parties involved in the project have completed and returned the required forms. Successful BIDDER is responsible for attendance of all subcontractors at the Pre-Construction Conference and their submission of the required forms.
- C. Prime Contractor shall provide all submittals requested within **five calendar days** from the date of the Pre- Construction Conference. If Prime Contractor does not provide submittals on or before the 5th calendar day, it will pay over to OWNER the amount of **\$100.00** per day as liquidated damages.
- D. The Prime Contractor shall be able to provide the OWNER, at OWNER's request, evidence of successful experience in working in an operating Hospital environment and knowledge of ICRA's

SPECIAL WORK CONSTRAINTS

- a) All work performed under the Contract will only be allowed under OWNER-approved work and safety plans.
- b) The SUCCESSFUL BIDDER is required to attend any progress meetings as well as any required Safety meetings, at time(s) to be mutually determined at the Pre-Construction Conference.
- c) The SUCCESSFUL BIDDER is to follow all Infection Control measures in the work areas; negative pressure, dust control, and constant housekeeping to prevent the spread of dust.
- d) Off-Site parking will be provided for the SUCCESSFUL BIDDER and Subcontractor(s). The parking is located at 625 Shadow Lane, 89102 (Clark County Health District Facility). The Successful BIDDER and Subcontractor(s) will not be allowed to park any vehicles on site, other than for temporary loading and unloading.
- e) Site Access will be restricted to badged SUCCESSFUL BIDDER and Subcontractor employees ONLY. OWNER will provide badges based upon a continually updated (daily) list to be provided to OWNER weekly by the Successful BIDDER.
- f) Infection Control Requirements at BIDDER's sole cost and expense, all BIDDER and Subcontractor personnel working onsite on this project are required to adhere to OWNER's Infection Control requirements as outlined as outlined in the Infection Control Risk Assessment for Construction document (See Exhibit E attached) and as outlined below:
 - i. Evidence of annual TB testing (2 years), a current 2 step TB test, or a current IGRA blood test. Individuals with a positive TB test must have proof of a past positive test, a negative sign and symptom review and a negative chest x-ray within the last year if applicable.
 - iii. Current seasons' Influenza vaccine is required for all BIDDER/subcontractor personnel. However, OWNER's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow OWNER's EH6.5 Influenza Policy, available upon request. (Influenza season is generally November through March).

EXHIBIT A UMC Scope of Work

Project Name: Southern Highlands PC/QC Expansion

Project Address: 11860 Southern Highlands Pkwy., Las Vegas NV, 89141

Project Location: 11860 Southern Highlands

1.0 Scope

Project is located at 11860 Southern Highlands Pkwy. The building is a single story building. All RTU's to be replaced as shown on the drawings for this project. Remove existing roof membrane for the entire building. Replace any damaged plywood substrate and insulation board as required. Provide new 4-ply built-up roof membrane. Interior walls will be removed/rebuilt including new casework, flooring, ceilings, plumbing fixtures and surface finishes as shown on the drawings for the project. Lead lined walls are required at new Imaging/X-ray room.

The work will be performed in a phased approach beginning with the Primary Care.

There will be 1 week pause on interior work between completion of Phase 1 and commencement of Phase 2 to allow occupants to relocate from the Phase 2 area.

Time of work will be during the normal business off shift hours Monday through Friday starting at 6:00pm. Project duration is scheduled to be 5 months from Notice to Proceed.

Access controls for the building are provided by Honeywell. New card readers will need to be integrated with the access controls system.

Statewide EDS is the provider for Fire Alarm for the building. Statewide is familiar with the sprinkler system but is not a proprietary contractor for necessary sprinkler work.

1.1 BIDDER should be able to demonstrate experience working in an operational clinic

- 1.2 BIDDER will work with UMC to develop the best approach and most cost effective means for accomplishing the work.
- 1.3 Schedule/Milestones: BIDDER will present a schedule that minimizes impact to operations of the owner.

2.0 INTENT OF PLANS AND SPECIFICATIONS

The true intent of these Specifications is to provide for the completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, services, insurance, permits, licenses, materials, equipment, tools, transportation and necessary supplies, such as may reasonably be required to execute the Contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the Contract. The specifications herein describe the work necessary to meet the performance requirements of UMC, and shall be considered the minimum requirements expected of the Contractor. The specifications are not intended to exclude potential Contractors.

3.0 Definitions and Applicable Documents:

3.1 Applicable Documents

- 3.1.1 Nevada Revised Statutes, Chapter 338 Public Works
- 3.1.2 Nevada Revised Statutes, Chapter 624 Contractors

4.0 License(s)

- 4.1 General Contractors shall possess a valid "B General Building" license, in accordance with NRS, Chapter 624.
- 4.2 All subcontractors shall possess the appropriate valid specialty license(s), in

Commented [MB5]: Correction made per answers provided during Q&A.

Commented [MB6]: Correction made per answers provided during Q&A.

5.0 Contractor's Responsibilities

5.1 Performance

- 5.1.1 Contractor is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.
- 5.1.2 Contractor will furnish and install proper floor and wall protection for existing finishes.
- 5.1.3 Contractor will provide a dumpster for projects determined to generate more than 3 yards of refuse.
- 5.1.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.
- 5.1.5 Flu vaccinations are highly encouraged. Any Workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.
- 5.1.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.
- 5.1.7 Contractor will follow and be compliant with Infection Control permit requirements.
- 5.1.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.
- 5.1.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.
- 5.1.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.
- 5.1.11 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.
- 5.1.12 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.
- 5.1.13 Contractor is responsible for sealing of all penetrations disturbed or created in performance of contract covered work. UL penetration details will be provided by contractor and followed when performing this work. No mixing of sealant types is allowed in any penetration location.

5.2 Includes:

- 5.2.1 Obtain any required permits and pay all applicable fees.
- 5.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.
- 5.2.4 Construction waste to be contained within the construction area until transport.
- 5.2.5 Construction waste will be transported in covered containers through the facility.

- 5.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.
- 5.2.7 All work to take place during hours of (6:00pm- 8:00am) Monday Friday or any time Saturday/Sunday.
- 5.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.
- 5.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.
- 5.2.10 Costs associated with any required third-party inspections.

5.3 Excludes:

- 5.3.1 Salvage or storage of any kind of contents from the building.
- 5.3.2 Site security during work.

6.0 Materials

- 6.1 Provided by Owner N/A
- 6.2 Provided by Contractor

6.2.1 Includes:

- a. All materials and equipment necessary to properly establish and maintain all required containment areas,
- b. All personal protective materials/equipment, and
- c. All other materials necessary to successfully complete the entire project.

7.0 Clarifications

7.1 Schedule:

- 7.1.1 All work to take place during hours of (6 p.m. 8 a.m.), Monday Friday or any time Saturday/Sunday, unless otherwise agreed upon by both parties.
- 7.1.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.
- 7.1.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.
- 7.1.4 All project work shall be completed no later than twenty-four (24) weeks from issuance of Notice to Proceed.

7.2 Access:

7.2.1 Contractor requires full access to the entire work area. Work area security and access to work area(s) will be arranged through UMC's Plant Operations/Engineering department.

7.3 Acceptance:

7.3.1 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

8.0 Owner's Responsibilities

8.1 Disposal:

- 8.1.1 Provide a staging area for disposal dumpster. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties other than the contactor.
- 8.1.2 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

BID ATTACHMENT 1

BID NUMBER	2023-15
BID TITLE	UMC Southern Highlands PC/QC Expansion

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:

776	Monument Construction
SIGNATURE OF AUTHORIZED REPRESENTATIVE	LEGAL NAME OF FIRM
Parth Gandhi, Project Manager	7787 Eastgate Road, #110
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	ADDRESS OF FIRM
480-434-8370	Henderson, NV 89011
PHONE NUMBER OF AUTHORIZED REPRESENTATIVE	CITY, STATE ZIP
parth@buildmonuments.com	01.18.2024
EMAIL ADDRESS	DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE: NV	LICENSE NO. 0075502	ISSUE DATE: 01.01.2024	EXPIRATION DATE: 12/31/2024
current county: Clark	LICENSE NO. 2006808-240	ISSUE DATE: 11.01.2023	EXPIRATION DATE: 04.30.2024
CURRENT CITY: Henderson	LICENSE NO. 2006808-240	ISSUE DATE: 11.01.2023	EXPIRATION DATE: 04.30.2024

BID ATTACHMENT 3

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

BID FORM

BID NO. 2023-15
UMC Southern Highlands PC_QC Expansion
PWP NUMBER: CL- 2024-133

Monument Construction

(NAME)

7787 Eastgate Road, #110, Henderson, NV 89011

(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.
- Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
- 3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) BID ATTACHMENT 6: Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) BID ATTACHMENT 4: Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
 - c) BID ATTACHMENT 8, Project Workforce Checklist for the Bidder.
 - d) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
- 4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit BID ATTACHMENT 5 within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to melannie.bledsoe@umcsn.com and I understand that hand delivery is recommended, and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
 - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
 - 1) A description of the labor or portion of the work that the BIDDER will perform: or
 - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
 - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
 - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
- 5. I acknowledge that if I am one of the three apparent low BIDDER(s)at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit BID ATTACHMENT 7, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions Theoforms must be submitted via hand delivery or email to melannie.bledsoe@umcsn.com and I understand hand delivery is recommended. 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.

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- 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 BID ATTACHMENT 14, Disclosure of Ownership/Principals form within 24-hours of request.
- 7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the BID ATTACHMENT 11, Schedule of Values, by 5:00 PM of the next business day.
- 8. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the BID ATTACHMENT 9, Project Workforce Checklist for each proposed subcontractor, by 5:00 PM of the next business day.
- I acknowledge that if notified that I am the low BIDDER, I must submit BID ATTACHMENT 12, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications form by 5:00 PM of the next business day.
- 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.
 - The apparent low BIDDER must submit BID ATTACHMENT 10, Request for Waiver form, included in Attachments, for the Bidder and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form.
- 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 \$100.00 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:

								4	
Addendum No.		dated,	01.08.2024	Addendum No.	 dated,	Page	49	of	853
Addendum No.		dated,	01.08.2024	Addendum No.	 dated,				
Addendum No.	3	dated,	01.12.2024	Addendum No.	 dated,				
Addendum No.		dated,		Addendum No.	 dated,		.		

UMC Southern Highlands PC_QC Expansion PWP# CL-2024-133

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	\$ 870,198.00
2.	PERMITS AND FEES (if required)	\$ 15,000.00
3.	3rd PARTY TESTING/QAA	\$ 5,500.00
4.	WOOD, PLASTICS, AND COMPOSITES	\$
5.	THERMAL AND MOISTURE PROTECTION	\$
6.	FINISHES	\$ 117,792.00
7.	SPECIALTIES	\$ 53,800.00
8.	MILLWORK	\$ 209,730.00
9.	EQUIPMENT	\$
10.	PLUMBING	\$222,600.00
11.	HVAC	\$ 165,750.00
12,	ELECTRICAL	\$ 371,329.00
13.	COMMUNICATIONS	\$ 66,932.00
14.	FIRE SUPPRESSION	\$ 49,760.00
15.	ROOFING	\$ 103,031.00
16.	LEAD WALLS	\$ 312,037.00
17.	ELECTRONIC SAFETY AND SECURITY (HONEYWELL)	\$ 79,349.00
18.	FIRE ALARM	\$5,900.00
19.	CONSTRUCTION CONTINGENCY	\$551,428.00
	TOTAL BID AMOUNT	\$ <u>3,200,136.00</u>

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

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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.		\$ 0.00

BID NO. 2023-15 UMC Southern Highlands PC_QC Expansion PWP# CL-2024-133

Alternative	ITEM DESCRIPTION	TOTAL
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.	;	\$
	ADD ALTERNATES AMOUNT	\$ 0.00
	GRAND TOTAL BID AMOUNT	\$ <u>3,200,136.00</u>

21.	BUSINESS ENTERPRISE INFORMATION:	
	The BIDDER submitting this Bid is a \square MBE \square WBE \square Instructions to Bidders.	PBE ☐ SBE ☐ VET ☐ DVET ☐ ESB as defined in the
22.	BUSINESS ETHNICITY INFORMATION:	
	The BIDDER submitting the Bid Ethnicity is ☑ Caucasian (HA) ☐ Asian Pacific American (AX) ☐ Native American	
	☐ Other as defined in the Instructions to Bidders.	
23.	BIDDERS' PREFERENCE Is the Bidder claiming Bidders' F	Preference?
	Yes If yes, the Bidder acknowledges that he/she is requir ATTACHMENT 7).	red to follow the requirements set forth in the Affidavit (BID
	☐ No I do not have a Certificate of Eligibility to receive	e preference in bidding.
24.	Monument Construction	
	LEGAL NAME OF FIRM AS IT WOULD APPEAR IN COM	NTRACT
	7787 Eastgate Road, #110 ADDRESS OF FIRM	
	Henderson, NV 89011	
	CITY, STATE, ZIP CODE	
	480,434,8370	702.962.2407
	TELEPHONE NUMBER	FAX NUMBER
	NEWARA CTATE CONTRACTORS BOARD LIGHNER IN	FORMATION.
	NEVADA STATE CONTRACTORS' BOARD LICENSE IN	
	I certify that the license(s) listed below will be the license(s)) used to periorin the majority of the work on this project.
	LICENSE NUMBER: 0075502	
	LICENSE LIMIT: Unlimited	IF VEC DATE DECUESTED
	ONE TIME LICENSE LIMIT INCREASE \$	IF YES, DATE REQUESTED
	DUN & BRADSTREET NUMBER019608290	
	CLARK COUNTY BUSINESS LICENSE NO.	1002121653
	STATE OF NEVADA BUSINESS LICENSE NO.	NV20101633041
	Parth Gandhi, Project Manager AUTHORIZED REPRESENTATIVE	parth@buildmonuments.com E-MAIL ADDRESS Page 501 of
	(PRINT OR TYPE)	24.49.2024
	SIGNATURE OF AUTHORIZED	01.18.2024 TODAY'S DATE
	REPRESENTATIVE	

BID NO. 2023-15 PWP#: CL-2024-133

UMC Southern Highlands PC/QC Expansion

BID ATTACHMENT 4 BID BOND

IMPORTANT:

t ·- 1

SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.

KNOW ALL MEN BY THESE PRESENTS,		
That we, the undersigned, Monument Construction Atlantic Specialty Insurance Company UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA as amount for the payment of which, well and truly to be made, we assigns.	as S s OWNER in t	rincipal Contractor, and urety, are hereby held and firmly bound unto he penal sum of five (5) percent of the base bid ally and severally bind ourselves, successors and
Signed this 9th day of January	, 20 <u>24</u> .	
The condition of the above obligation is such that whereas the F SOUTHERN NEVADA a certain BID attached hereto and heret NO. 2023-15 PWP – CL-2024-133, UMC Southern Highlands	by made a par	t hereof to enter into a contract in writing, for BID
NOW, THEREFORE,		
a) If said BID shall be rejected; or		
b) If said BID shall be accepted and the Principal BID to the forms attached hereto properly completed in faithful performance of said Contract, and for the in connection therewith, and shall in all other resp BID;	n accordance payment of all	with said BID, and shall furnish a BOND for their persons performing labor or furnishing materials
hen this obligation shall be void, otherwise the same shall rema hat the liability of the Surety for any and all claims hereunder s nerein stated.		
The Surety, for value received, hereby stipulates and agrees that mpaired or affected by any extension of the time within which the waive notice of any such extension.		
N WITNESS WHEREOF, the Principal and the Surety have he be hereto affixed and these presents to be signed by their prope		
Bond must be acceptable to Clark County.	(SEAL A	AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
	Surety:	Atlantic Specialty Insurance Company
Monument Construction	1018965	
(Principal Contractor)		(State of Nevada, License Number)
Jon Wayne Nielsen, President	Joshua R. Lo	oftis, Attorney-In-Fact
(Authorized Representative and Title) By: (Signature)	Ву:	(Appointed Agent Name) Page 502 of 853 (Signature)
(e.g.tatate)	Address:	605 Highway 169 North, Suite 800 Plymouth, MN 55441

ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Nevada	
COUNTY OF Clark	
and the state of t	
On this 10 th day of Janumy, in the year 2024, before me personally appeared Jon Wayne Nielsen	
appeared Jon Wayne Nielsen	
President of	
Monument Construction , known to me to be	
he person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.	
L. WITNESS WHEDEOF II	
In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in	,
his certificate first above written.	
HANNA WILSON HANNA WILSON Notary Public	
Notes of Notes of November	
Notary Public, State of Nevada Appointment No. 23-4432-01 My Apot, Expires Sep 26, 2027 My Commission Expires: 9. 26. 2027	
My Appt. Expires Sep 26, 2027	
ACKNOWLEDGEMENT OF SURETY	
STATE OF Wisconsin	
COUNTY OF Dane	
On this 9th day of January, in the year 2024, before me personally come(s)	
Joshua R. Loftis , Attorney-in-Fact of	
Atlantic Specialty Insurance Company , with whom	
am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of	
Atlantic Specialty Insurance Company , the company described in and	
which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal	
affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of	
aid Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.	
In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in	Page
	Page

My Commission Expires: 09/19/2026

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Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Brian J. Oestreich, C. White, Emily White, Joshua R. Loftis, Lin Ulven, Melinda C. Blodgett, Michelle Morrison, Nathan Weaver, Nicole Stillings, R. W. Frank, R.C. Bowman, Rachel Thomas, Ross S Squires, Sandra M Engstrum, Ted Jorgensen, Tina Domask, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as If signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

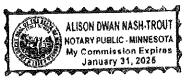
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

SEAL 1980 ** 1980

STATE OF MINNESOTA HENNEPIN COUNTY By Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Mison Naul (1) A. Notary Public

1, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 9th day of January , 2024

This Power of Attorney expires January 31, 2025 SEAL 1986 8

Kundblann

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Kara L.B. Barrow, Secretary

Please direct bond verifications to specifications are specifications.

BID NO. 2023-15 PWP#: CL-2024-133 **UMC Southern Highlands PC/QC Expansion**

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BID ATTACHMENT 5 DESIGNATION OF SUBCONTRACTORS

SUBCONTRACTORS EXCEEDING 1% OF BASE BID AMOUNT

BIDDER MUST INCLUDE ITS NAME ON THIS LIST IF HE OR SHE INTENDS TO PERFORM ANY OF THE LABOR OR PORTIONS OF THE PUBLIC WORK.

Within 2 hours after the completion of the opening of the bids, the BIDDERs who submitted the three lowest bids must submit a list containing:

- The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the (1) BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
- If any one of the BIDDERs who submitted one of the three lowest bids will employ a first tier subcontractor who will (2)provide labor or a portion of the work on the public work to the prime 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 one percent (1%) of the prime BIDDER's total bid or \$50,000, whichever is greater.

A bidder that fails to submit the list within the required time represents that no subcontractor(s) meet the statutory requirements. The BIDDER shall not substitute any person for a subcontractor who is named in this bid, pursuant to Nevada Revised Statute 338.141. If a BIDDER does not submit this list and has subcontractor(s) that meet the statutory requirements, its bid shall be deemed not responsive.

DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	*ETHNICITY
Casework & Countertop	Herrick & O'Herron, Inc	#45684 & #76869	,	
HVAC Scope	Hot Desert Air Conditioning & Heat	ng 0078687		
Plumbing Scope	Universal Plumbing	0019693 & 0029898		
Roofing & Flooring	Roberts Roof & Floor	0006040, 0006040A, 00867	90	
Electrical	Endless Energy Inc	0077200		

Monument Construction	480.434.8370	
Legal Name of Firm as it would appear in Contract	Telephone Number	
7787 Eastgate Road, #110, Henderson, NV 89011	776	Page 505
Address including City, State and Zip Code	Signature of Bidder (Authorized R	epresentative)

Monument Construction

^{*} Reference Instructions to Bidders for Definitions (Section 7.3(d))

LIST OF SUBCONTRACTORS 5% AND ABOVE

SUBCONTRACTORS EXCEEDING 5% OF BASE BID AMOUNT

PRIME CONTRACTOR MUST INCLUDE ITS NAME ON THIS LIST. IF PRIME CONTRACTOR INTENDS TO PERFORM ANY WORK NOT PERFORMED BY A SUBCONTRACTOR, INCLUDE A DESCRIPTION OF THE LABOR OR PORTION OF THE WORK OR A STATEMENT THAT PRIME CONTRACTOR WILL PERFORM ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR.

THE CONTRACTOR SHALL NOT SUBSTITUTE A SUBCONTRACTOR WHO IS NAMED IN THIS BID, PURSUANT TO NEVADA REVISED STATUTE 338.141. THE FOLLOWING SUBCONTRACTORS SHALL BE UTILIZED. A BIDDER, WHICH FAILS TO LIST A SUBCONTRACTOR (S), REPRESENTS THAT NO SUBCONTRACTOR(S) MEET THE STATUTORY REQUIREMENTS.

DESCRIPTION OF WORK	CONTRACTOR'S NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
ALL WORK OTHER THAN THAT BEING PERFORMED BY A SUBCONTRACTOR	Monument Construction	0075502		
DESCRIPTION OF WORK	SUBCONTRACTOR'S FIRM NAME(S)	NV STATE CONTRACTORS' LICENSE NUMBER	*BEG	**ETHNICITY
Casework & Countertop	Herrick & O'Herron, Inc	#45684 & #76869		
HVAC Scope	Hot Desert Air Conditioning & Heating	0078687		<u> </u>
Plumbing Scope	Universal Plumbing	0019693 & 0029898		
Roofing & Flooring	Roberts Roof & Floor	0006040, 0006040A, 0086790		

Monument Construction		
Legal Name of Firm as it Would Appear in Contract		
77G	01.18.2024	
Signature of Bidder (Authorized Representative)	Today's Date	

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*Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

^{**} Caucasian (CX), African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American

BUSINE	SS ENTERPRISE INFORMATION:		
	The Prime Contractor submitting this Bid is a \square MBE \square V	VBE ☐ DBE ☐ SBE ☐ LBE ☐ DVB ☐ N/A as defined below.	
1.	BUSINESS ETHNICITY INFORMATION:		
	The Prime Contractor submitting the Bid Ethnicity is ☐ (HA) ☐ Asian Pacific American (AX) ☐ Native American	Caucasian (CX)	
2.	BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?		
	✓ Yes If yes, the Bidder acknowledges that he/she is Attachment 7).	required to follow the requirements set forth in the Affidavit (Bid	
3.	☐ No I do not have a Certificate of Eligibility to reco	eive preference in bidding.	
J.	Monument Construction		
	LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CON	ITRACT	
	7787 Eastgate Road, #110		
	ADDRESS OF FIRM		
	Henderson, NV 89011		
•	CITY, STATE, ZIP CODE		
	480.434.8370	702.947.2602	
	TELEPHONE NUMBER	FAX NUMBER	
	NEVADA STATE CONTRACTORS' BOARD LICENSE INF	FORMATION:	
	I certify that the license(s) listed below will be the license(project.	s) used to perform the majority of the work on this	
	LICENSE NUMBER: 0075502		
	LICENSE CLASS: B		
	LICENSE LIMIT: Unlimited		
	ONE TIME LICENSE LIMIT INCREASE \$	IF YES, DATE REQUESTED	
	DUN & BRADSTREET NUMBER 019608290		
	CLARK COUNTY BUSINESS LICENSE NO.	1002121653	
	STATE OF NEVADA BUSINESS LICENSE NO.	NV20101633041	
	Parth Gandhi, Project Manager	parth@buildmonuments.com	
-	AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)	E-MAIL ADDRESS	

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01.18,2024

TODAY'S DATE

SIGNATURE OF AUTHORIZED

REPRESENTATIVE

^{*}Select Business Enterprise Groups (BEG) from the following: Minority Business Enterprise (MBE); Small Business Enterprise (SBE); Women-Owned Business Enterprise (WBE); Disadvantaged Business Enterprise (DBE); Local Business Enterprise (LBE); Disabled Veteran Business Enterprise (DVBE); or Not Applicable (N/A).

^{**} Caucasian (CX), African-American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American

BID ATTACHMENT 7 AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY

THE LOW OR BEST BIDDER MUST SUBMIT THIS FORM VIA HAND DELIVERY OR EMAIL TO MELANNIE.BLEDSOE@UMCSN.COM IF THEY HAVE MET THE REQUIREMENTS OF NEVADA REVISED STATUTE 338.141 AND 338.0117, AND HAVE IT TIME STAMPED WITHIN TWO (2) HOURS AFTER COMPLETION OF THE OPENING OF THE BIDS TO BE ELIGIBLE TO RECEIVE A PREFERENCE IN BIDDING. SUBMISSIONS AFTER THE TWO (2) HOURS WILL BE REJECTED. A BIDDER THAT FAILS TO SUBMIT THE AFFIDAVIT WITHIN THE REQUIRED TIME REPRESENTS THAT THEY WILL FOREGO RECEIVING THE PREFERENCE.

I, _	Parth Gandhi	_("Affiant"), on behalf of the _	Monument Construction	_("BIDDER"), swear and
affi	irm that in order to be in complian	ce with NRS 338.147, and N	RS 338.0117, and be eligible	e to receive a preference
in I	bidding for Bid No. 2023-15 PWF	P - CL-2024-133, UMC Sout	hern Highlands PC/QC Exp	ansion ("Project"); certify
tha	at for the duration of the Project, c	ollectively, and not on any sp	ecific day;	

- (a) At least 50 percent of the workers employed on the Project including, without limitation, any employees of the Bidder, and of any Subcontractor engaged on the Project, will hold a valid driver's license or identification card issued by the State of Nevada Department of Motor Vehicles ("DMV");
- (b) All vehicles used primarily for the Project will be:
 - Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 707.826; or
 - (2) Registered in the State of Nevada;
- (c) If applying to receive a preference in bidding pursuant to subsection 3 of NRS 338.1727 or subsection 2 of NRS 408.3886, at least 50 percent of the design professionals working on the Project, including, without limitation, employees of the design-build team, and of any subcontractor or consultant engaged in the design of the Project, will have a valid driver's license or identification card issued by the DMV;
- (d) The BIDDER, Applicant or Design-Build Team, and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.
 Upon submission of the State Contractors' Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, BIDDER, Applicant, or Designated-Build Team recognizes and accepts that if a contract is awarded as a result of receiving a preference in bidding, failure to comply with the requirements herein, including all record keeping obligations detailed in the General Conditions, entitles Clark County to a penalty as defined by statute.

BID NO. 2023-115 PWP#: CL-2024-133 UMC Southern Highlands PC/QC Expansion

BID ATTACHMENT 7 AFFIDAVIT PERTAINING TO PREFERENCE ELIGIBILITY Page 2 of 2

By:Parth Gandhi	Title: <u>Project Manager</u>
Printed Name of Affiant	
Signature of Affiant:	Date:01.18.2024
Signed and sworn to (or affirmed) before me	on this <u>18th</u> day of <u>January</u> ,
20 _{_24} , byParth Gandhi	(name of Affiant) Hunna Walkow
State of Nevada ss)	Notary Signature
County of: Clark ST	FAMP AND SEAL HANNA WILSON Notary Public, State of Nevada Appointment No. 23-4432-01
Proof of Authorization to Sign Affidavit	My Appt. Expires Sep 26, 2027

The person must establish his/her actual authority to act on behalf of the business organization. The individual must be the person indicated in the table below and provide written documentation clearly indicating the person's position within that business organization. If the individual signing the Affidavit is an employee of the business organization, written documentation on organization letterhead must be provided; clearly indicating the person's authority to act on behalf of the business organization. The authorized person identified in the table must sign the written documentation.

If the individual making application for the business organization is not one of the persons identified in the table or an authorized employee, a valid power of attorney executed by an authorized person on behalf of the business organization must be provided. The power of attorney must be made not more than 90 calendar days before the Affidavit is signed.

BUSINESS ENTITY	PERSON WHO HAS AUTHORITY TO COMPLETE AFFIDAVIT
Sole Proprietorship	Name of Sole Proprietor
Partnership	Name of Partner
Corporation 🗸	Director, if Authorized Executive Officer (as indicated in the Article of Incorporation)
Limited Liability Company	Member, if Member-Managed LLC Manager, if Manager-Managed LLC

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Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BidNo.: 2023-15 PWP-CL-2024-133 Prime/Bidder: Monument Construction

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes No N/A	Yes 🗌 No 🗌
Alarm Installer	Yes No N/A	Yes 🗌 No 🗍
Asbestos Abatement (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Boilermaker	Yes ☐ No ☐ N/A ☐	Yes No No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes □ No □
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes ☐ No ☑ N/A ☐	Yes ☐ No ☑
Cement Mason (Can also include Laborers)	Yes ☐ No ☐ N/A ☐	Yes 🗌 No 🗌
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes No No
Elevator Constructor	Yes No NA	Yes No No
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Flag Person (See Laborers)	Yes No N/A	Yes ☐ No ☐
Floor Coverer	Yes No N/A	Yes No
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes No No
Highway Striper (See Laborers)	Yes 🗌 No 🗌 N/A 🗍	Yes No No
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No N/A	Yes No
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☑ N/A ☐	Yes □ No ☑
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes ☐ No ☑ N/A ☐	Yes □ No ☑
Lubrication and Service Engineer	Yes No No N/A	Yes 🗌 No 🗌
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes 🗌 No 🗍
Mechanical Insulator	Yes No N/A	Yes 🗌 No 🗌
Millwright	Yes 🗌 No 🗌 N/A 🗍	Yes ☐ No ☐
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes □ No ☑ N/A □	Yes ☐ No ☑
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes ☐ No ☑ N/A ☐	Yes No Page
Pile Driver (non-equipment)	Yes No N/A	Yes No
Plasterer	Yes No N/A	Yes No No
Plumber/Pipefitter	Yes No N/A	Yes ☐ No ☐
Refrigeration	Yes No N/A	Yes No No
Roofer (not sheet metal)	Yes No N/A	Yes ☐ No ☐

Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

Main Phone # 702-486-8080

When completed, email to:

NVApp	prentices	hip@go	v.nv.gov
--------------	-----------	--------	----------

Name of requesting contractor/award body/organization:	ling N/A				
Name and title of person requesting to verification:	this N/A		54		1
Contact phone # of person requesting representation:	this N/A				
Email address of person requesting to verification:	this N/A				
Date this request was submitted to OWINN:	N/A				1
Additional information regarding current Pu Works projects for requester: (for examproject owner(s), PWP/contract #(s), projname(s), etc.)	ple,				
*APPRENTICE NAME (First, Last)	RAPIDS ID#	OCCUPATION	APPRENTICE (for example,	ESHIP PROGRAM Local 12)	
					-
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)					
*Apprentices only need to be verified once per	year/per contractor, and	d once approved,	can be used for mul	tiple Public Works.	
Note: The Requesting Contractor/Awarding Backnowledges that Journeymen wages must be are not met. Furthermore, the OWINN office of FIELDS are completed. Signed: 01.18.2024	e paid for time worked d	uring canceled or orentice Verificatio	suspended time per on request unless ti	riods or when required his form is signed, an	ratios
FOR OWINN USE ONLY					
Date Received:					
	Initial Ratio		Ratio Thereafter		Pag e 511 of 853
Occupation	Apprentice(s)	per Journeymen	Apprentice(s)	p Journeymen	— 653
					3
OWINN Verified by:				Date:	

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BidNo.: 2023-15 PWP-CL-2024-133 Subcontractor: Hot Desert as readition

Craft/Trade	More than 3 Employees Anticlpated?	Anticipate Needing Walver?
Air Balance Technician	Yes □ No ☒ N/A □	Yes □ No 🛚
Alarm Installer	Yes No No N/A	Yes No
Asbestos Abatement (See Laborers)	Yes No No N/A	Yes No
Bollermaker	Yes No N/A	Yes No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes No
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A	Yes No No
Cement Mason (Can also include Laborers)	Yes No No N/A	Yes 🗌 No 🗌
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No NA	Yes No
Elevator Constructor	Yes No N/A	
Fence Erector (See Laborers) no steel/iron (See iron Workers) steel-iron	Yes No N/A	Yes No
Flag Person (See Laborers)		Yes No No
Floor Coverer		Yes No
Glazier (see also Painters and Allied Trades)		Yes No No
Highway Striper (See Laborers)	Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐ Yes ☐ No ☐
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No N/A	Yes No No
Iron Worker, can also include fence erectors (steel/iron)	Yes No No N/A	Yes No
Laborer, can also include cement mason and does include asbestos abatement, hod carrier - brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes No N/A	Yes No No
Lubrication and Service Engineer	Yes No N/A	Yes 🗌 No 🗍
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes No No
Mechanical Insulator	Yes No N/A	Yes No 🗆
Millwright	Yes No N/A	Yes No No
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes No N/A	Yes No No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes No No
Pile Driver (non-equipment)	Yes No N/A	Yes No Page
Plasterer	Yes No N/A	Yes 🔲 No 🗌
Plumber/Pipefitter	Yes No No N/A	Yes No 🗆
Refrigeration	Yes No N/A	Yes 🗌 No 🗌
Roofer (not sheet metal)	Yes No N/A	Yes 🗌 No 🔲
Sheet Metal Worker, can also include air balance technician	Yes No V N/A N	Yes D No M

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Solls and Materials Tester, includes certified soil tester	Yes No N/A	Yes No
Sprinkler Fitter	Yes No N/A	Yes 🗌 No 🗍
Surveyor (non-licensed)	Yes No N/A	Yes 🗌 No 🗌
Taper	Yes No N/A	Yes 🗌 No 🗌
Tile/Terrazzo Worker/Marble Mason	Yes No N/A	Yes No No
Traffic Barrier Erector (See Laborers)	Yes ☐ No ☐ N/A ☐	Yes No No
Truck Driver	Yes ☐ No ☐ N/A ☐	Yes No No
Well Driller (see also Operating Engineer)	Yes No N/A	Yes 🗌 No 🗍
Other:	Yes No N/A	Yes ☐ No ☐
	Yes ☐ No ☐ N/A ☐	Yes No No
	Yes No N/A	Yes No No
	Yes No N/A	Yes 🗌 No 🗌
I affirm I am fully authorized to sign on behalf of the contractor/subcontr correct to the best of my knowledge. Additionally, I acknowledge any cl on compliance with the Nevada Apprenticeship Utilization Act, 2019, wil days of the change.	hanges to the anticipated workforce, whi	ich may have an impac
Signed:	Date:	
Name and Title:		

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BID ATTACHMENT 9 Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN) Main Phone # 702-486-8080 When completed, email to: NVApprenticeship@gov.nv.gov Name of requesting contractor/awarding body/organization: Name and title of person requesting this verification: Contact phone # of person requesting this verification: Email address of person requesting this verification: Date this request was submitted to OWINN: Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.) *APPRENTICE NAME (First, Last) RAPIDS ID# OCCUPATION APPRENTICESHIP PROGRAM (for example, Local 12) Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.) *Apprentices only need to be verified once per year/per contractor, and once approved, can be used for multiple Public Works. Note: The Requesting Contractor/Awarding Body/Organization certifies and assures the information above is true and correct. It also acknowledges that Journeymen wages must be paid for time worked during canceled or suspended time periods or when required ratios are not met. Furthermore, the OWINN office will not process this Apprentice Verification request unless this form is signed, and ALL FIELDS are completed. Signed: _ Date: Name/Title:

FOR OWINN USE ONLY

Date Received:

Initial Ratio

Apprentice(s)

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OWINN Verified by:	Data

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID Check ALL trade/craft applicable to this project

BidNo.: 2023-15 PWP-CL-2024-133 Subcontractor:

UNIVERSAL PLUMBING & HEATING

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes No N/A	Yes 🗌 No 🗌
Alarm Installer	Yes No No N/A	Yes 🗌 No 🗌
Asbestos Abatement (See Laborers)	Yes No N/A	Yes 🗌 No 🗍
Boilermaker	Yes No N/A	Yes 🗌 No 🗍
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No N/A	Yes 🗌 No 🗌
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A	Yes 🗌 No 🗌
Cement Mason (Can also include Laborers)	Yes No N/A	Yes 🗌 No 🗌
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes 🗌 No 🗌
Elevator Constructor	Yes No N/A	Yes 🗌 No 🗌
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes No N/A	Yes 🗌 No 🗌
Flag Person (See Laborers)	Yes No N/A	Yes ☐ No ☐
Floor Coverer	Yes No No N/A	Yes 🗌 No 🗍
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes 🗌 No 🗌
Highway Striper (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No N/A	Yes 🗌 No 🗌
Iron Worker, can also include fence erectors (steel/iron)	Yes No N/A	Yes □ No □
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes No N/A	Yes □ No □
Lubrication and Service Engineer	Yes No N/A	Yes ☐ No ☐
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes 🗌 No 🗌
Mechanical Insulator	Yes No N/A	Yes 🗌 No 🗌
Millwright	Yes No N/A	Yes 🗌 No 🗍
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes No N/A	Yes No No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes 🗌 No 🗌
Pile Driver (non-equipment)	Yes No N/A	Yes No Tage 5
Plasterer	Yes No N/A	Yes No No
Plumber/Pipefitter	Yes ☑ No □ N/A □	Yes ☐ No ☑
Refrigeration	Yes No No N/A	Yes 🗌 No 🗌
Roofer (not sheet metal)	Yes No N/A	Yes 🗌 No 🗌
Shoot Metal Worker, can also include air halance technician	Ves C No C N/A C	Ves No N

Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐ N/A ☐	Yes 🗌 No 🗌
Sprinkler Fitter	Yes No N/A	Yes 🗌 No 🗌
Surveyor (non-licensed)	Yes No N/A	Yes 🗌 No 🗌
Taper	Yes No N/A	Yes 🗌 No 🗌
Tile/Terrazzo Worker/Marble Mason	Yes □ No □ N/A □	Yes No No
Traffic Barrier Erector (See Laborers)	Yes No No N/A	Yes 🗌 No 🗌
Truck Driver	Yes No No N/A	Yes 🗌 No 🗌
Well Driller (see also Operating Engineer)	Yes No N/A	Yes 🗌 No 🗌
Other:	Yes ☐ No ☐ N/A ☐	Yes 🗌 No 🗌
	Yes No N/A	Yes 🗌 No 🗌
	Yes No N/A	Yes 🗌 No 🗌
	Yes No No N/A	Yes 🗌 No 🗌
I affirm I am fully authorized to sign on behalf of the contractor/subcontract correct to the best of my knowledge. Additionally, I acknowledge any char on compliance with the Nevada Apprenticeship Utilization Act, 2019, will redays of the change.	nges to the anticipated workforce, whi equire the submittal of a revised form	ch may have an impac within ten (10) calenda
Signed: Cochoa	Date: <u>1-</u>	18-2024
Name and Title: Esteban Ochoa, ESTIMATOR		

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Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

Main Phone # 702-486-8080 When completed, email to:

NVApprenticeship@gov.nv.gov

Name of requesting contractor/a				
body/organization:	warding			
Name and title of person requesti verification:	ng this			
Contact phone # of person request verification:	ing this	dt'		
Email address of person requestiverification:	ng this			
Date this request was submitted to OW	INN:			
Additional information regarding curren Works projects for requester: (for e project owner(s), PWP/contract #(s), name(s), etc.)	xample,			
*APPRENTICE NAME (First, Last)	RAPIDS ID#	OCCUPATION	APPRENTICESHIP PROGRA (for example, Local 12)	AM
Additional information regard apprentice(s): (for example, apprenticular status, wage %, etc.)	ling tice	-		
*Apprentices only need to be verified once	e per year/per contractor,	and once approved, ca	an be used for multiple Public Wor	ks.
Note: The Requesting Contractor/Awarding acknowledges that Journeymen wages made in the OWINN of FIELDS are completed.	ng Body/Organization ce ust be paid for time worke fice will not process this	rtifies and assures the d during canceled or so Apprentice Verification	information above is true and co uspended time periods or when re n request unless this form is signo	rrect. It also quired ratios
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Note: The Requesting Contractor/Awarding acknowledges that Journeymen wages made not met. Furthermore, the OWINN of FIELDS are completed. Signed:	ng Body/Organization ce ust be paid for time worke fice will not process this	rtifies and assures the d during canceled or su Apprentice Verification	information above is true and co uspended time periods or when re n request unless this form is signo	rrect. It also quired ratios
Note: The Requesting Contractor/Awarding acknowledges that Journeymen wages made not met. Furthermore, the OWINN of FIELDS are completed. Signed:	ng Body/Organization ce ust be paid for time worke fice will not process this	rtifies and assures the d during canceled or su Apprentice Verification	information above is true and couspended time periods or when removed the request unless this form is signal. Name/Title:	orrect. It also quired ratios ed, and ALL
Note: The Requesting Contractor/Awarding acknowledges that Journeymen wages made not met. Furthermore, the OWINN of FIELDS are completed. Signed:	ng Body/Organization ce ust be paid for time worke fice will not process this	rtifies and assures the d during canceled or su Apprentice Verification	information above is true and couspended time periods or when removed the request unless this form is signal. Name/Title:	orrect. It also quired ratios ed, and ALL
Note: The Requesting Contractor/Awarding acknowledges that Journeymen wages made not met. Furthermore, the OWINN of FIELDS are completed. Signed:	ng Body/Organization ce ust be paid for time worke fice will not process this	rtifies and assures the d during canceled or su Apprentice Verification	information above is true and couspended time periods or when removed the request unless this form is signal. Name/Title:	rrect. It also quired ratios ed, and <u>ALL</u>

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BidNo.: 2023-15 PWP-CL-2024-133 Subcontractor: Endless Energy Electric Inc

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes No N/A	Yes 🗌 No 🗌
Alarm Installer	Yes No N/A	Yes 🗌 No 🗌
Asbestos Abatement (See Laborers)	Yes No No N/A	Yes 🗌 No 🗌
Boilermaker	Yes No N/A	Yes 🗌 No 🗌
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No No N/A	Yes 🗌 No 🗌
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No N/A	Yes 🗌 No 🗌
Cement Mason (Can also include Laborers)	Yes No N/A	Yes No No
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes ☐ No ⊠ N/A ☐	Yes □ No ⊠
Elevator Constructor	Yes 🗌 No 🔲 N/A 🗌	Yes 🗌 No 🗌
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes No N/A	Yes 🗌 No 🗌
Flag Person (See Laborers)	Yes No N/A	Yes □ No □
Floor Coverer	Yes No No N/A	Yes 🗌 No 🗌
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes 🗌 No 🗌
Highway Striper (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No No N/A	Yes 🗌 No 🗌
Iron Worker, can also include fence erectors (steel/iron)	Yes No N/A	Yes ☐ No ☐
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes No N/A	Yes 🗌 No 🗌
Lubrication and Service Engineer	Yes 🗌 No 🗎 N/A 🗌	Yes No No
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes 🗌 No 🗌
Mechanical Insulator	Yes No N/A	Yes No No
Millwright	Yes No N/A	Yes 🗌 No 🗌
Operating Engineer, can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (nonlicensed) and well driller.	Yes No No N/A	Yes No No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes 🗌 No 🗌
Pile Driver (non-equipment)	Yes No N/A	Yes No Page 518
Plasterer	Yes No N/A	Yes 🗌 No 🗌
Plumber/Pipefitter	Yes No N/A	Yes No No
Refrigeration	Yes No N/A	Yes 🗌 No 🗌
Roofer (not sheet metal)	Yes No N/A	Yes No No
Sheet Metal Worker, can also include air balance technician	Yes \ No \ N/A \	Yes No No

Soils and Materials Tester, includes certified soil tester	Yes No No N/A	Yes 🗌 No 🗌
Sprinkler Fitter	Yes No N/A	Yes 🗌 No 🗌
Surveyor (non-licensed)	Yes No N/A	Yes 🗌 No 🗌
Taper	Yes No No N/A	Yes 🗌 No 🗌
Tile/Terrazzo Worker/Marble Mason	Yes □ No □ N/A □	Yes 🗌 No 🗌
Traffic Barrier Erector (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Truck Driver	Yes No N/A	Yes No No
Well Driller (see also Operating Engineer)	Yes No No N/A	Yes 🗌 No 🗌
Other:	Yes No N/A	Yes No No
	Yes No N/A	Yes No No
	Yes 🗌 No 🗎 N/A 🗌	Yes 🗌 No 🗌
	Yes No No N/A	Yes 🗌 No 🗌
I affirm I am fully authorized to sign on behalf of the contractor/subcontractor correct to the best of my knowledge. Additionally, I acknowledge any change on compliance with the Nevada Apprenticeship Utilization Act, 2019, will requal to the change.	ges to the anticipated workforce, whi	ch may have an impac
Signed:oran poliak	_{Date:} 01	/18/24
Name and Title: Oren Poliak Director		

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Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION

(OWINN)

Main Phone # 702-486-8080 When completed, email to: NVApprenticeship@gov.nv.gov



body/organization:	r/awarding				
Name and title of person reque verification:	sting this				
Contact phone # of person reque verification:	esting this				
Email address of person request verification:	sting this				
Date this request was submitted to O	WINN:				
Additional information regarding curr Works projects for requester: (for project owner(s), PWP/contract #(sname(s), etc.)	example,	Ji			
*APPRENTICE NAME (First, Last)	RAPIDS ID#	OCCUPATION	APPRENTICE (for example, l	SHIP PROGRAM _ocal 12)	
Additional information rega	arding				
apprentice(s): (for example, apprestatus, wage %, etc.)					
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apprentice(s): (for example, appress status, wage %, etc.) Apprentices only need to be verified on the contractor of the Requesting Contractor of the contr	entice ace per year/per contractor, ding Body/Organization ce must be paid for time worke office will not process this	rtifies and assures the ed during canceled or s Apprentice Verification	information above uspended time peri n request unless th	is true and correct. It ods or when required r is form is signed, and	atios
apprentice(s): (for example, appress status, wage %, etc.) Apprentices only need to be verified on the contractor of the Requesting Contractor of the contr	entice ace per year/per contractor, ding Body/Organization ce must be paid for time worke office will not process this	rtifies and assures the ed during canceled or s Apprentice Verification	information above uspended time peri n request unless th	is true and correct. It ods or when required r is form is signed, and	atios
apprentice(s): (for example, appressivatus, wage %, etc.) Apprentices only need to be verified on Note: The Requesting Contractor/Awar acknowledges that Journeymen wages are not met. Furthermore, the OWINN FIELDS are completed. Signed:	entice ace per year/per contractor, ding Body/Organization ce must be paid for time work office will not process this	rtifies and assures the ed during canceled or s Apprentice Verification	information above uspended time peri n request unless th Name/Title:	is true and correct. It ods or when required r is form is signed, and	atios <u>ALL</u>
apprentice(s): (for example, appress status, wage %, etc.) Apprentices only need to be verified on the contractor of the Requesting Contractor of the contr	entice ace per year/per contractor, ding Body/Organization ce must be paid for time work office will not process this	rtifies and assures the ed during canceled or s Apprentice Verification	information above uspended time perion request unless the Name/Title:	is true and correct. It ods or when required r is form is signed, and	atios

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BidNo.: 2023-15 PWP-CL-2024-133 Subcontractor: Herrick & O'Herron

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Waiver?
Air Balance Technician	Yes No N/A	Yes No No
Alarm Installer	Yes No No N/A	Yes No No
Asbestos Abatement (See Laborers)	Yes No N/A	Yes No No
Boilermaker	Yes No N/A	Yes No No
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No No N/A	Yes No No
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes □ No ☒ N/A □	Yes □ No ⅪD
Cement Mason (Can also include Laborers)	Yes 🗌 No 🗍 N/A 🗍	Yes No C
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No N/A	Yes 🗌 No 🗌
Elevator Constructor	Yes No N/A	Yes 🗌 No 🗌
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes No N/A	Yes □ No □
Flag Person (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Floor Coverer	Yes No N/A	Yes 🗌 No 🗌
Glazier (see also Painters and Allied Trades)	Yes ☐ No ☐ N/A ☐	Yes No No
Highway Striper (See Laborers)	Yes No N/A	Yes No No
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No N/A	Yes 🗌 No 🗌
Iron Worker, can also include fence erectors (steel/iron)	Yes No No N/A	Yes No No
Laborer, can also include cement mason and does include asbestos abatement, hod carrier – brick mason tender, hod carrier - plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes No N/A	Yes No No
Lubrication and Service Engineer	Yes 🗌 No 🗌 N/A 🗍	Yes 🗌 No 🗀
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes 🗌 No 🗍
Mechanical Insulator	Yes No N/A	Yes No
Millwright	Yes No N/A	Yes No
Operating Engineer , can also include equipment greaser, pile driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes No N/A	Yes No No
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes No N/A	Yes No No
Pile Driver (non-equipment)	Yes No N/A	Yes No Bage 521 of
Plasterer	Yes No N/A	Yes 🗌 No 🗌
Plumber/Pipefitter	Yes No N/A	Yes 🗌 No 🗌
Refrigeration	Yes No N/A	Yes No No
Roofer (not sheet metal)	Yes No N/A	Yes No No
Sheet Metal Worker, can also include air balance technician	Yes No No N/A N	Yes No No

		and the second s
Soils and Materials Tester, includes certified soil tester	Yes ☐ No ☐ N/A ☐	Yes ☐ No ☐
Sprinkler Fitter	Yes No N/A	Yes 🗌 No 🗌
Surveyor (non-licensed)	Yes No N/A	Yes 🗌 No 🗌
Taper	Yes No N/A	Yes □ No □
Tile/Terrazzo Worker/Marble Mason	Yes No N/A	Yes 🗌 No 🗌
Traffic Barrier Erector (See Laborers)	Yes No N/A	Yes 🗌 No 🗌
Truck Driver	Yes No N/A	Yes 🗌 No 🗌
Well Driller (see also Operating Engineer)	Yes No N/A	Yes 🗌 No 🗌
Other:	Yes 🗌 No 🗌 N/A 🗌	Yes 🗌 No 🔲
	Yes No N/A	Yes □ No □
	Yes No N/A	Yes No No
	Yes No N/A	Yes 🗌 No 🗌
I affirm I am fully authorized to sign on behalf of the contractor/subcontractor list correct to the best of my knowledge. Additionally, I acknowledge any changes to compliance with the Nevada Apprenticeship Utilization Act, 2019, will require days of the change.	to the anticipated workforce, which	ch may have an impac
Signed: <u>Richio Opp</u>	Date: 01/	18/2024
Name and Title:		

Richie Opp - Estimator

Page 522 of 853

Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

(OVVIIVIN)	
Main Phone # 702-486-8080	
When completed, email to:	
NVApprenticeship@gov.nv.gov	TO VALLE

body/organization:	warding				
Name and title of person requesti verification:	ng this				
Contact phone # of person requestiverification:	ng this				
Email address of person requesting verification:	ng this				
Date this request was submitted to OW	INN:				
Additional information regarding curren Works projects for requester: (for e project owner(s), PWP/contract #(s), name(s), etc.)	xample,				
*APPRENTICE NAME (First, Last)	RAPIDS ID#	OCCUPATION	APPRENTICE (for example,	SHIP PROGRAM Local 12)	
Additional information regard apprentice(s): (for example, apprenticutus, wage %, etc.)	ing iice				
*Apprentices only need to be verified once	per year/per contractor.	and once approved, o	can be used for mult	tiple Public Works.	
Note: The Requesting Contractor/Awardin acknowledges that Journeymen wages mo are not met. Furthermore, the OWINN of	ust be paid for time worke	d during canceled or s	suspended time per	iods or when require	ed ratios
FIELDS are completed. Signed: Date:			_ Name/Title:	-	
Signed:			_ Name/Title:	-	
Signed: Date: FOR OWINN USE ONLY			_ Name/Title:	-	
Signed:				-	,
Signed: Date: Date: FOR OWINN USE ONLY Date Received:	Initial Ratio		_ Name/Title: Ratio Thereafter Apprentice(s)	p Journeymen	,
Signed: Date: FOR OWINN USE ONLY			Ratio Thereafter		Page 523 (
Signed: Date: Date: FOR OWINN USE ONLY Date Received:	Initial Ratio		Ratio Thereafter		Page 523 (

Project Workforce Checklist
For Compliance with the Nevada Apprenticeship Utilization Act, 2019
All Prime/Bidders must submit a completed and signed form with the BID
Check ALL trade/craft applicable to this project

BIONO .: 2023-15 PWP-CL-2024-133 Subcontractor: ROBERTS ROOF AND FLOOR, NC.

Craft/Trade	More than 3 Employees Anticipated?	Anticipate Needing Walver?	
Air Balance Technician	Yes ☐ No ☐ N/A ☐	Yes 🗌 No 🗌	1
Alarm Installer	Yes □ No □ N/A □	Yes 🗌 No 🗌	
Asbestos Abatement (See Laborers)	Yes No N/A	Yes No No	
Bollermaker	Yes No N/A	Yes No 🗋	
Bricklayer, can also include tile setter, terrazzo workers and marble masons.	Yes No No N/A	Yes No No	
Carpenter, can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes No NA	Yes No No	
Cement Mason (Can also include Laborers)	Yes No N/A	Yes No	
Electrician, includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes No No N/A	Yes No 🗆	
Elevator Constructor	Yes No N/A	Yes 🗌 No 🗌	;
Fence Erector (See Laborers) no steel/iron (See Iron Workers) steel-iron	Yes No N/A	Yes 🗌 No 🗌	
Flag Person (See Laborers)	Yes No N/A	Yes □ No □	
Floor Coverer	Yes □ No □ N/A □	Yes 🗌 No 🗍	
Glazier (see also Painters and Allied Trades)	Yes No N/A	Yes No	1
Highway Striper (See Laborers)	Yes □ No □ N/A □	Yes No 🗌	
Hod Carrier, (See Laborers) includes brick-mason tender and plaster tender.	Yes No N/A	Yes □ No □	
Iron Worker, can also include fence erectors (steel/iron)	Yes ☐ No ☐ N/A ☐	Yes □ No □	
Laborer, can also include cement mason and does include asbestos abatement, hod carrier brick mason tender, hod carrier plaster tender, fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes□ No□ N/A□	Yes ☐ No ☐	·
Lubrication and Service Engineer	Yes No N/A	Yes 🔲 No 🗌	
Mason, can also include cement plasterer, tile setter, terrazzo workers and marble masons	Yes No N/A	Yes ☐ No ☐	
Mechanical Insulator	Yes No N/A	Yes 🗌 No 🗍	
Millwright	Yes No N/A	Yes 🗌 No 🗌	
Operating Engineer, can also include equipment greaser, plie driver, soils and material tester, steel fabricator/erector (equipment), surveyor (non-licensed) and well driller.	Yes□ No□ N/A□	Yes No No	
Painters and Allied Trades, can also include glaziers, floor coverers, and tapers.	Yes □ No □ N/A □	Yes 🗌 No 🗌	
Pile Driver (non-equipment)	Yes No N/A	Yes No No n	age 524 of 85
Plasterer	Yes No N/A	Yes 🗀 No 🗌	
Plumber/Pipefitter	Yes No N/A	Yes No	
Refrigeration	Yes No N/A	Yes 🗌 No 🗌]
Roofer (not sheet metal)	Yes ⊠ No □ N/A □	Yes □ No 🔀	
Sheet Metal Worker, can also Include air balance technician.	Yes No No N/A N	Ves 🗆 No 🗆	·

Soils and Materials Tester, includes certified soil tester	Yes No No N/A	Yes No
Sprinkler Fitter	Yes No No N/A	Yes No 🗆
Surveyor (non-licensed)	Yes No NA	Yes 🗌 No 🗌
Taper	Yes No No N/A	Yes No No
Tile/Terrazzo Worker/Marble Mason	Yes No N/A	Yes □ No □
Traffic Barrier Erector (See Laborers)	Yes No N/A	Yes No 🗆
Truck Driver	Yes No No N/A	Yes □ No □
Well Driller (see also Operating Engineer)	Yes No No N/A	Yes No C
Other:	Yes No No N/A	Yes 🗌 No 🗍
	Yes No No N/A	Yes 🗌 No 🗍
	Yes No No N/A	Yes No
	Yes No No N/A	Yes No 🗆
I affirm I am fully authorized to sign on behalf of the contractor/subcontractorrect to the best of my knowledge. Additionally, I acknowledge any characteristic on compliance with the Nevada Apprenticeship Utilization Act, 2019, will days of the change. Signed:	anges to the anticipated workforce, whi require the submittal of a revised form Date:	ch may have an impac within ten (10) calendar
Name and Title: POSTECT. HANDAGER - BETIMP	ינטוג.	

Page 525 of 853

Governor's Office of Workforce InnovationREQUEST FOR NEVADA REGISTERED APPRENTICE VERIFICATION (OWINN)

Main Phone # 702-486-8080
When completed, email to:

NVApprenticeship@gov.nv.gov

(OWINN)
Main Phone # 702-486-8080
When completed, email to:
NVApprenticeship@gov.nv.gov

Name and title of name	ting this			
Name and title of person reques verification:	ung this			
Contact phone # of person request verification:	sting this			
Email address of person reques verification:	ting this	on action of the second se		
Date this request was submitted to OV	VINN:			
Additional information regarding curre Works projects for requester: (for project owner(s), PWP/contract #(s) name(s), etc.)	example,			
*APPRENTICE NAME (First, Last)	RAPIDS ID#	OCCUPATION	APPRENTICESHIP PROGRAM (for example, Local 12)	
	1			
Additional information regar apprentice(s): (for example, appre status, wage %, etc.)	ding			
apprentice(s): (for example, appre	ntice	, and once approved, car	n be used for multiple Public Works.	
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages nare not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date:	ntice ee per year/per contractor ling Body/Organization ce nust be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when require request unless this form is signed,	red ratios
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages in are not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date: Date: FOR OWINN USE ONLY	ntice ee per year/per contractor ling Body/Organization ce nust be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when require request unless this form is signed,	red ratios
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages nare not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date:	ntice ee per year/per contractor ling Body/Organization ce nust be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when requirequest unless this form is signed,	red ratios
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages in are not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date: FOR OWINN USE ONLY Date Received:	ntice the per year/per contractor ling Body/Organization centric be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when requirequest unless this form is signed, Name/Title:	red ratios
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages in are not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date: Date: FOR OWINN USE ONLY	ntice ee per year/per contractor ling Body/Organization ce nust be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when requirequest unless this form is signed,	red ratios and <u>ALL</u>
apprentice(s): (for example, apprestatus, wage %, etc.) *Apprentices only need to be verified one Note: The Requesting Contractor/Award acknowledges that Journeymen wages in are not met. Furthermore, the OWINN of FIELDS are completed. Signed: Date: FOR OWINN USE ONLY Date Received:	ntice the per year/per contractor ling Body/Organization centric be paid for time work office will not process this	ertifies and assures the led during canceled or sus Apprentice Verification	information above is true and correct spended time periods or when requirequest unless this form is signed, Name/Title:	red ratios

Request for Waiver
For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

Bid No/Title: 2023-15 UMC Southern Highlands	PC/QC Expansion	PWP#
Awarding Body Name: University Medical Center		
Contact Person/Title: Melannie Bledsoe Contrac	ts Specialist	
1800 W. Charleston Blvd. Address: Las Vegas, NV 89102 USA		, Nevada
Phone: 702 (765) 7995 Fax:		
Contractor/Subcontractor: Monument Construction	on	
Contact/Title: Parth Gandhi, Project Manager		Contractor License Number:0075502
		, Nevada <u>89011</u>
		parth@buildmonuments.com
		tractor in any crafts/trades.
Sto	op here, sign and date b	elow.
Apprenticeship Council. Documentation must b Waiver needed for the following craft(s)/trad		, , , , , , , , , , , , , , , , , , ,
as the contractor/subcontractor listed above r request has been denied or not approved within		m a registered Apprenticeship Program and the entation/dated request must be attached.
☐ Waiver needed for the following craft(s)/trad	le(s)	· · · · · · · · · · · · · · · · · · ·
	ourneyman. Documentation	or hazardous tasks on the project, as described in that the corresponding Apprenticeship Program
4		Page 527
Monument Construction	01.18.2024	PRG
	Date Submitted to Awarding Body	*Signature of Authorized Representative:

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

		and the second of the second o	
Bid No/Title: <u>UMC Southern Highlan</u>	ds PC/QC Expans	on	PWP#_CL-2024-133
Awarding Body Name: University Me	dical Center of So	thern Nevada	
Contact Person/Title: Melannie Bledso	oe		
Address: 1800 W. Charleston Blvd, I	as Vegas NV		, Nevada <u> 89102</u>
Phone: 702-765-7995 Fax: _	702-383-2659	E-mail: <u>melannie.bledso</u>	e@umcsn.com
Contractor/Subcontractor: Herrick & O	'Herron		
Contact/Title: Richie Opp/Estimator		Contractor	License Number: 45684
Address: 2313 Mendenhall Dr. Nort	h Las Vegas		, Nevada <u>89</u> 084
Phone: _702-651-9725 Fax:	N/A	E-mail:rich@herrickand	loherron.com
🛚 No waivers nee	ded for this contra	ctor/subcontractor in any c	rafts/trades.
	Stop here, sig	and date below.	
as there are no Apprentices available a Apprenticeship Council. Documentation Waiver needed for the following craft	must be attached.		
as the contractor/subcontractor listed a request has been denied or not approve			
☐ Waiver needed for the following craft	(s)/trade(s)	***************************************	
as the contractor/subcontractor is requi here, that require the skill and expertise does not provide Apprentices must be a	of a journeyman. D		ponding Apprenticeship Program
			Page 528
Herrick & O'Herron	01/18/2024	<u> Li</u> chie O	
Contractor/Subcontractor	Date Submitte to Awarding B		e of Authorized Representative:

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

Bid No/Title: 2023-15 Addendum 3	3 (UMC Southern Highlands PC/QC	Expansion) PWP#CL-2024-133		
Awarding Body Name: University N	ledical Center			
Contact Person/Title: Melanie Bleds	soe/ contracts specialist			
Address: 1800 W. Charleston Blvd. LV , Nevada 89102				
Phone: 702-765-7995 Fax: 703-363-366 E-mail: Melannie.Bledsoe@umcsn.com				
Contractor/Subcontractor: Endless	Energy Electric Inc			
	Energy Electric me	0077200		
Contact/Title: Oren Poliak		_Contractor License Number: 0077200		
Address: 7345 S Durango Dr	oron/	LV, Nevada 89113		
	c:E-mail: oren(
⊠ No waivers r	needed for this contractor/subcontrac	ctor in any crafts/trades.		
	Stop here, sign and date below	v.		
	ion must be attached.	hin Clark County as recognized by the State		
	d above requested Apprentices from a oved within 5 business days. Documenta	a registered Apprenticeship Program and the ation/dated request must be attached.		
☐ Waiver needed for the following c	raft(s)/trade(s)			
	tise of a journeyman. Documentation tha	hazardous tasks on the project, as described at the corresponding Apprenticeship Program Page 529 of		
	01/18/24	1:/		
Contractor/Subcontractor	Date Submitted	orsn poliak *Signature of Authorized Representative:		
	to Awarding Body			

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

Bid No/Title: 2023-15 South	ern Highlands PCIDC	Examsian PWP# CL-2004-133
Awarding Body Name: University	2 Medical Center	of Southorn Newada
Contact Person/Title: Melanni	2 Potedsoe	
Address: 1900 W. Charlesto	on Blud Las Vaga	S, Nevada_ <i>\gamma\left(\lambda\left\\O\right\</i>
Phone: 702-705-7995 Fax:	702-383-0695 E-mai	: Melannie, Wedsbe@um sn. com
	0	
Contractor/Subcontractor: Rober	ts Roof and Floor Inc	
Contact/Title: Charles Larson F	Project Manager	Contractor License Nu#6 <u>040</u> #6040A #86790
Address: 3250 Sirius Ave Las V	egas	, Nevada
Phone: 702-876-4880 Fax:		charlesl@robertsroofandfloor.com
		contractor in any crafts/trades.
	Stop here, sign and dat	e below.
Please check the box for the reason for	or a Waiver Request and <u>attach</u>	supporting documentation/evidence:
☐ Waiver needed for the following cra	aft(s)/trade(s)	
as there are no Apprentices available Apprenticeship Council. Documentation		ram within Clark County as recognized by the State
, ippromises in production and	Trinder be ditadiled.	
☐ Waiver needed for the following cra	aft(s)/trade(s)	
	(0)/!!ddo(0)	3
		from a registered Apprenticeship Program and the cumentation/dated request must be attached.
☐ Waiver needed for the following cra	aft(s)/trade(s)	
	se of a journeyman. Document	olex or hazardous tasks on the project, as described ation that the corresponding Apprenticeship Program
· ·		Page 530 of
Roberts Roof and Floor	1/19/24	Charles Larson
Contractor/Subcontractor	Date Submitted to Awarding Body	*Signature of Authorized Representative:

Request for Waiver

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

Bid No/Title: 2023-15 UMC Southern High	hlands PC/QC Expansion	PWP#_CL-2024-133
Awarding Body Name: <u>University Medical</u>	Center of Southern Nevada	
Contact Person/Title: Melannie Bledsoe		
Address: 1800 W. Charleston Blvd. Las V	egas	, Nevada <u>89102</u>
Phone: <u>702-765-7995</u> Fax: <u>702-3</u>	83-2695 E-mail: <u>me</u>	lannie.bledsoe@umcsn.com
Contractor/Subcontractor: UNIVERSAL P	LUMBING & HEATING	
Contact/Title: Esteban Ochoa, ESTIMA	ATOR	Contractor License Number: 19693 C-1
Address: 4155 W. TECO AVE.		
Phone: _(702) 914-8100 Fax:	E-mail: _est	eban@universalplumbing.net
	or this contractor/subcontra	
s	Stop here, sign and date belo	ow.
Please check the box for the reason for a Wa		
Waiver needed for the following craft(s)/tra	ade(s)	
as there are no Apprentices available from a Apprenticeship Council. Documentation must		ithin Clark County as recognized by the State
☐ Waiver needed for the following craft(s)/tra	ade(s)	
as the contractor/subcontractor listed above request has been denied or not approved with		a registered Apprenticeship Program and the tation/dated request must be attached.
☐ Waiver needed for the following craft(s)/tra	ade(s)	
	journeyman. Documentation the	hazardous tasks on the project, as described hat the corresponding Apprenticeship Program
		Page 53
COchoa 1-18-2024		
Contractor/Subcontractor	Date Submitted	*Signature of Authorized Representative:
50000000000000000000000000000000000000	to Awarding Body	3

UNIVERSITY MEDICAL SYSTEM OF SOUTHERN NEVADA

Bid Attachment 10

Request for Waiver
For Compliance with the Nevada Apprenticeship Utilization Act, 2019

THE APPARENT LOW PRIME/BIDDER SHALL SUBMIT FOR ITSELF AND EACH NAMED (USED) SUBCONTRACTOR, UPON REQUEST FROM OWNER. All forms must be sent to melannie.bledsoe@umcsn.com.

Bid No/Title: 2023-15 LLC Southern Highlands R/OC Expansion PWP#(1-20) Awarding Body Name: Liniversity Medical Center of Douthern Nevada Contact Person/Title: Melannia Bladooe Address: 1800 N. Charleston Bl. Las Vegas , Nevada 8911 Phone: 702-765-7675 Fax: 702-383-2675 E-mail: Melannia bledse Quinc	12
Contact Person/Title: Melannie Bledoce Address: 1800 W. Charleston Blyd Las Venes Nevada 8911	12
Address: 1800 N. Charleston BUH, Las Vens Nevada 8911	19
Address: 1800 N. Charleston DW Las Venis Nevada 8911	<u>50</u>
Phone: 702-765-7995 Fax: 700-383-2695 E-mail: Mekunnie Wedste Quinc	sn Can
	(31)
	•
Contractor/Subcontractor: Hot Desort air conditions SHeather Contact/Title: Christopher Wid owner Contractor License Number: 0078 Address: 5430 TAMEL PL Las Vegas , Nevada ME Phone: 7026222291 Fax: E-mail: Hot Desort award heater	
Contact/Title: Christopher Wid Owner Contractor License Number: 0078	368-7
Address: 5430 TAME PL LOS Vegas Nevada 114	<u> </u>
Phone: 702622229/ Fax: E-mail: Hothese & award & pato 6	3 Mail. Co.
No waivers needed for this contractor/subcontractor in any crafts/trades.	7
Stop here, sign and date below.	
as there are no Apprentices available from an Apprenticeship Program within Clark County as recognized by a Apprenticeship Council. Documentation must be attached. Waiver needed for the following craft(s)/trade(s)	the State
	
as the contractor/subcontractor listed above requested Apprentices from a registered Apprenticeship Program request has been denied or not approved within 5 business days. Documentation/dated request must be attached	and the
Waiver needed for the following craft(s)/trade(s)	
ns the contractor/subcontractor is required to perform uniquely complex or hazardous tasks on the project, as de here, that require the skill and expertise of a journeyman. Documentation that the corresponding Apprenticeship F loes not provide Apprentices must be attached.	escribed Program
	Dago F22 of 8
10-8410 115 24	Page 532 of 8
intractor/Subcontractor Date Submitted *Signature of Authorized Representation	
*Signature of Authorized Representation to Awarding Body	ve:
By signing this form you certify that the information you have provided is true and correct to the best of your knowle	anha

BID ATTACHMENT 11 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE CONTRACTS MANAGEMENT DIVISION VIA HAND DELIVERY OR BY EMAIL TO melannie.bledsoe@umcsn.com BY 5:00 P.M. OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

ITEM	DESCRIPTION	DOLLAR AMOUNTS	
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ 870,198.00	(includes Demolition)
02	PERMITS AND FEES	\$ 15,000.00	
03	3 rd PARTY TESTING/QAA	\$ 5,500.00	
04	WOOD, PLASTICS, AND COMPOSITES	\$	
05	THERMAL AND MOISTURE PROTECTION	\$	
06	FINISHES	\$ 117,792.00	
07	SPECIALTIES	\$ 53,800.00	
08	MILLWORK	\$ 209,730.00	
09	EQUIPMENT	\$	
10	PLUMBING	\$ 222,600.00	
11	HVAC	\$ 165,750.00	
12	ELECTRICAL	\$ 371,329.00	
13	COMMUNICATIONS	\$ 66,932.00	
14	FIRE SUPPRESSION	\$ 49,760.00	
15	ROOFING	\$ 103,031.00	
16	LEAD WALLS	\$ 312,037.00	
17	ELECTRONIC SAFETY AND SECURITY (HONEYWELL)	\$ 79,349.00	
18	FIRE ALARM	\$ 5,900.00	
19	CONSTRUCTION CONTINGENCY	\$ 551,428.00	
	TOTAL BID AMOUNT	\$ <u>3,200,136.00</u>	
	ADD ALTERNATIVES		Page 533 of
01	,	\$	H
02		\$	
03		\$	
04		\$	

Page 533 of 853

ADD ALTERNATES AMOUNT	\$ 0.00
GRAND TOTAL BID AMOUNT	\$ <u>3,200,136.00</u>

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the BIDDER in accordance with the Contract Documents.

Monument Construction	0075502
Legal Name of Firm as it would appear on Contract	Nevada State Contractor's License Number
7787 Eastgate Road, #110, Henderson, NV 89011	ARS .
Address including City, State and Zip Code	Authorized Signature

Contractor Acknowledgement of UMC Procedures & Practices

P.G Check In/Check Out Procedures

All outside contractors/vendors performing work at UMC are required to sign in upon entering the hospital and receive either a visitor's badge or temporary sticker badge. Prior to leaving the hospital, the contractor/vendor is required to sign out of the Vendor's Log and, if issued, return the visitor's badge. All badges will be worn at eye level and be prominently displayed. Failure to wear a badge could result in you being asked to leave the property immediately.

P.G Parking

Parking is to be in designated areas only. You can, and will be towed if you park in any reserved parking spot. Parking in front of either loading docks is strictly prohibited unless prior arrangements have been made with receiving department personnel. UMC is not responsible for any parking violations received (i.e. expired parking meter fines, fire lanes, etc.) Vehicles are towed at owner's expense. Talk to any maintenance supervisor if special parking requirements are needed.

P.G Noise and Vibration

Any portion of work anticipated to cause or result in elevated noise or vibration must be identified and arranged with the Engineering Department prior to commencement of work such as but not limited to jackhammer/chipping, saw cutting/core drilling, heavy equipment, power tools, powder actuated tools, high velocity fans. Engineering must be given appropriate notice to arrange this work with surrounding units.

P.G System/Utilities Shutdown Notification

Due to the nature of our business, any required interruptions of service to this facility, including but not limited to: Water, Power, Medical Gas, Natural Gas, etc., with the exception of emergencies, and Fire Safety System outages longer than 4 hours, must be made at least 14 days prior to the start of the job. Failure to notify us of interruptions could result in loss of patient life. Engineering must be notified at least 1 hour in advance to have fire alarms, smoke detectors, or sprinkler systems temporarily disabled.

P.G Structural Fire Proofing

At no time will structural fireproofing (i.e. monokote) be removed from any I-beams or support braces without prior authorization from the Director of Engineering, or designee.

P.G Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a \$1,000.00 fine. Contractor will be responsible for payment.

P.G Above the Ceiling Work

Contractor access for above ceiling must be arranged with and authorized by the Engineering Department prior to any work commencing. Engineering representative will issue a permit with counter signature by contractor. This permit must be displayed at the area of work. If permit is not obtained and/or prominently displayed, you will be told to stop all work and may be asked to leave the property immediately.

P.G Wall Penetrations

Any penetrations into a firewall must be reported to the Engineering Department. Unless there are other arrangements made, it is your responsibility to ensure that any penetrations are properly patched using industry standard fire caulking material by certified installer in compliance with a UL listed penetration detail. Upon completion of the work an Engineering Maintenance Supervisor, or designee, will inspect the area and sign off on the job. If you are unsure whether the wall is a firewall, ask a supervisor.

P.G Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

P.G Infection Control

The contractor will adhere and enforce all measures identified on the ICRA permit issued for the project. Contractor will make immediate corrections when site inspection identifies any deficiencies. Failure to correct any identified deficiency in an appropriate timely manner, will result in work stoppage until all identified deficiencies have been corrected.

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Contractor - Safety

All em	ergencies – call Public	Safety 24/7 - 383-2777 o	r 383-1810	
Your	emergency contact: N	ame: Parth Gandhi	Number:	480.434.8370
		ia overhead paging syster		
	Code Red Drill – Fire		11	
0	Code Red - Actual Fin			
		r, you can resume work ac	rtivities	
0		le their own fire extinguis		
Hospit		ent via overhead paging s		
O	Code Orange – Hazar		ystem	
0	Code Pink – Pediatric			
0	Code Blue – Cardiac			
0	Code Black – Bomb T			
0	Code Triage – Disaste			
0	Code White - Stroke	, pran		
()	gency Exits			
		ering will show your repr	esentative emerg	gency exits in the work area.
Partiti	•			•
Гетро	rary construction partit	ions must be smoke tight	and built of non-	-combustible materials.
Chem	icals			
0	Any chemicals brough	nt on-site, UMC Safety M	lanager must hav	re a MSDS/SDS
0	No flammable materia	als stored on-site		
0	All containers must be	e properly labeled		
Noise				
JMC	Safety Manager/Engine	ering must be notified if r	noise levels exce	ed 90 db inside the hospital
Electr				
				wiring or inappropriate use of
		fault circuit interrupters (GFCI's) as requi	red.
Smoki				
	ng is prohibited on UM	C property.		
Waste		1.0		
		removed from premises at	t end of workday	•
OSHA		OOTIA 10 20 II	1 to 46 to	i i d in seconds on
		OSHA 10 or 30 Hour card	i in their possess	sion when engaged in work on
JIVIC	property			
It is th	e responsibility of the C	General/Prime Contractor	to provide and m	naintain documentation of UMC'
		Practices to all sub-contractor		difficultion of Office
Contra	otor of roccurred and r		, , , , , , , , , , , , , , , , , , ,	
Parth	Gandhi	PRS		01.18.2024
Print E	Imployee Name	Signature		Date
		S		

Monument Construction

Company

BID ATTACHMENT 13 REPRESENTATIONS AND CERTIFICATIONS

The prospective bidder/proposer, Monument Construction certifies to the best of its knowledge and belief that it and its principals:

- 1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
- 2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4. Have not within a five (5) -year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
- 6. 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, in accordance with Nevada Revised Statute 332.065

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Parth Gandhi, Project Manager		2023-15	
Printed Name & Title of Authorized Representative		Bid Number	
77.6		01.18.2024	
Signature of Authorized Representative		Date	
I am unable to certify to the above statement. My explanati	on is attached.		
Signature	Date	Bid Number	
		•	

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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 (BBE), 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.
- 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.

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innal services

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.

BID ATTACHMENT 14 DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	/pe (Please selec	t one)							7
Sole Proprietorship]Partnership		Limited bility Company	Ľ.	才 Corporation	☐ Trusi	☐ Non-Profit Organization	☐ Other		
Business Designa	tion Group (Pleas	se se	lect all that appl	íy)					· · · · · · · · · · · · · · · · · · ·	_
☐ MBE	□WBE		SBE		☐ PBE		□ VET	□DVET	☐ ESB	
Minority Business Enterprise Women-Owned Business Enterprise		l	Small Business Physically Challeng Business Enterpris			Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business		
										_
Number of Cla	ark County N	eva	da Resident	s I	Employed:	15				
Corporate/Busines	s Entity Name:	М	lonument Constr	ruc	ion					
(Include d.b.a., if a	pplicable)	٨	Monument							
Street Address:		77	87 Eastgate Roa	ad,	#110	١	Vebsite: www.buildmo	numents.com		
City, State and Zip Code:		H€	enderson, NV 89	son, NV 89011		F	POC Name: Parth Gandhi Email: Parth@buildmonuments.com			
Telephone No:		48	480.434.8370			F	Fax No: 702.947.2602			
Nevada Local Stree	et Address:						Vebsite:			
(If different from al						[1
City, State and Zip	Code:			Local Fax No:						1
							ocal POC Name:			
Local Telephone N	o:					E	nail:			
ownership or financial Entities include all bu	interest. The disclosiness associations	osure s orga	requirement, as ap inized under or gov	pplie vern	ed to land-use ap led by Title 7 of t	oplications, he Nevada	nd Directors in lieu of di extends to the applicant a Revised Statutes, includin ships, and professional co	nd the landowner(s). a but not limited to priva		
Full Name				Title			% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)			
Jon Wayne Niel	sen		President					100%		
										-
This section is not re	-		•		• •	•	· · · · · · · · · · · · · · · · · · ·	-		#
 Are any individue employee(s), or 	al members, partne appointed/elected o	rs, ov officia	vners or principals, l(s)?	, inv	olved in the bus	iness entity	, a University Medical Cen	ter of Southern Nevada	full-time	
☐ 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)? Page 539 o								539 of		
☐ Yes	☑ No . (If	yes, p	lease complete the	e Di	sclosure of Rela	tionship fo	m on Page 2. If no, please	e print N/A on Page 2.)		_
I certify under penalty of Southern Nevada (disclosure form.	of perjury, that all o Governing Board w	f the i	information provide t take action on la	ed h ind-	erein is current, use approvals, c	complete, contract ap	and accurate. I also unders provals, land sales, lease	tand that the University s or exchanges without	Medical Center the completed	-
775					Parth Ga	andhi				
Signature				-	Print Name					•
Project Manag	er				01.18.202	4				
Title				-	Date					-

BID ATTACHMENT 14 (page 2) DISCLOSURE OF RELATIONSHIP

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

Print Name Authorized Department Representative

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			
"Consanguinity" is a relation "To the second degree of co	employee of University Medic ship by blood. "Affinity" is a re nsanguinity" applies to the can d Domestic Partners – Childre	elationship by marriage. didate's first and second degr	ree of blood relatives as follows:
Brothers/Sisters – H	lalf-Brothers/Half-Sisters – Gra	andchildren – Grandparents -	- In-laws (second degree)
For UMC Use Only:			
If any Disclosure of Relationship is	noted above, please complete the fol	lowing:	
☐ Yes ☐ No Is the UMC empl	oyee(s) noted above involved in the o	contracting/selection process for this	particular agenda item?
☐ Yes ☐ No Is the UMC empl	oyee(s) noted above involved in any	way with the business in performanc	e of the contract?
Notes/Comments:			
			Page 540 of
Signature			

EXHIBIT A UMC Scope of Work

Project Name: Southern Highlands PC/QC Expansion

Project Address: 11860 Southern Highlands Pkwy., Las Vegas NV, 89141

Project Location: 11860 Southern Highlands

1.0 Scope

Project is located at 11860 Southern Highlands Pkwy. The building is a single story building. All RTU's to be replaced as shown on the drawings for this project. Remove existing roof membrane for the entire building. Replace any damaged plywood substrate and insulation board as required. Provide new 4-ply built-up roof membrane. Interior walls will be removed/rebuilt including new casework, flooring, ceilings, plumbing fixtures and surface finishes as shown on the drawings for the project. Lead lined walls are required at new Imaging/X-ray room.

The work will be performed in a phased approach beginning with the Primary Care.

There will be 1 week pause on interior work between completion of Phase 1 and commencement of Phase 2 to allow occupants to relocate from the Phase 2 area.

Time of work will be during the normal business hours Monday through Friday. Project duration is scheduled to be 5 months from Notice to Proceed.

Access controls for the building are provided by Honeywell. New card readers will need to be integrated with the access controls system.

EDS is the provider for Fire Alarm for the building. Statewide is familiar with the sprinkler system but is not a proprietary contractor for necessary sprinkler work.

- 1.1 BIDDER should be able to demonstrate experience working in an operational clinic.
- 1.2 BIDDER will work with UMC to develop the best approach and most cost effective means for accomplishing the work.
- 1.3 Schedule/Milestones: BIDDER will present a schedule that minimizes impact to operations of the owner.

2.0 INTENT OF PLANS AND SPECIFICATIONS

The true intent of these Specifications is to provide for the completion in every detail of the work described herein, and it is understood that the Contractor will furnish all labor, services, insurance, permits, licenses, materials, equipment, tools, transportation and necessary supplies, such as may reasonably be required to execute the Contract in a satisfactory and workmanlike manner and in accordance with the plans, specifications, and terms of the Contract. The specifications herein describe the work necessary to meet the performance requirements of UMC, and shall be considered the minimum requirements expected of the Contractor. The specifications are not intended to exclude potential Contractors.

3.0 Definitions and Applicable Documents:

3.1 Applicable Documents

- 3.1.1 Nevada Revised Statutes, Chapter 338 Public Works
- 3.1.2 Nevada Revised Statutes, Chapter 624 Contractors

4.0 License(s)

- 4.1 General Contractors shall possess a valid "B General Building" license, in accordance with NRS, Chapter 624.
- 4.2 All subcontractors shall possess the appropriate valid specialty license(s), in

5.0 Contractor's Responsibilities

5.1 Performance

- 5.1.1 Contractor is responsible for daily clean up and removal of refuse from areas of work. All refuse will be transported in covered containers through the facility.
- 5.1.2 Contractor will furnish and install proper floor and wall protection for existing finishes.
- 5.1.3 Contractor will provide a dumpster for projects determined to generate more than 3 yards of refuse.
- 5.1.4 Contractor is responsible for all area containment, and negative air filtration systems (if required) for the scope of work.
- 5.1.5 Flu vaccinations are highly encouraged. Any Workers without a flu vaccination will be required to follow standard Infection Control policy of wearing a mask while working at UMC property.
- 5.1.6 Contractor will provide a copy of their current Safety Manual to UMC Safety Department.
- 5.1.7 Contractor will follow and be compliant with Infection Control permit requirements.
- 5.1.8 Contractor will follow and be compliant with any Interim Life Safety Management plans when deemed necessary.
- 5.1.9 Contractor will secure all HVAC ducting when performance of work creates dust or smoke particulates as necessary to prevent contamination of existing duct systems.
- 5.1.10 All personnel must wear a badge issued by the Engineering Department/Plant Operations at all times while on campus.
- 5.1.11 Provide all management, supervision, labor, material, tools, equipment and disposal containers to complete the entire project.
- 5.1.12 Provide all material, equipment, tools and labor to establish and maintain any/all required temporary containment areas and negative air ventilation (to the outside or as directed) systems.
- 5.1.13 Contractor is responsible for sealing of all penetrations disturbed or created in performance of contract covered work. UL penetration details will be provided by contractor and followed when performing this work. No mixing of sealant types is allowed in any penetration location.

5.2 Includes:

- 5.2.1 Obtain any required permits and pay all applicable fees.
- 5.2.3 Hot work permits issued at the Engineering Department are required when cutting or grinding, or when performing any work that requires an open flame.
- 5.2.4 Construction waste to be contained within the construction area until transport.
- 5.2.5 Construction waste will be transported in covered containers through the facility.

- 5.2.6 Secure/cover fire alarm smoke detectors in area of construction to avoid false alarms.
- 5.2.7 All work to take place during hours of (6:00pm- 8:00am) Monday Friday or any time Saturday/Sunday.
- 5.2.8 Responsible for the replacement, patching or repair of any of the building materials or adjacent surfaces damaged while performing scope of work.
- 5.2.9 Responsible for the security of all tools, materials, etc. while contractor physically present on the work site.
- 5.2.10 Costs associated with any required third-party inspections.

5.3 Excludes:

- 5.3.1 Salvage or storage of any kind of contents from the building.
- 5.3.2 Site security during work.

6.0 Materials

- 6.1 Provided by Owner N/A
- 6.2 Provided by Contractor

6.2.1 Includes:

- a. All materials and equipment necessary to properly establish and maintain all required containment areas,
- b. All personal protective materials/equipment, and
- c. All other materials necessary to successfully complete the entire project.

7.0 Clarifications

7.1 Schedule:

- 7.1.1 All work to take place during hours of (6 p.m. 8 a.m.), Monday Friday or any time Saturday/Sunday, unless otherwise agreed upon by both parties.
- 7.1.2 Schedule and phasing of project shall be mutually agreed upon, in writing, prior to commencement of the on-site work.
- 7.1.3 All long lead materials shall be ordered for the project no more than two (2) weeks after issuance of Purchase Order.
- 7.1.4 All project work shall be completed no later than twenty-four (24) weeks from issuance of Notice to Proceed.

7.2 Access:

7.2.1 Contractor requires full access to the entire work area. Work area security and access to work area(s) will be arranged through UMC's Plant Operations/Engineering department.

7.3 Acceptance:

7.3.1 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

8.0 Owner's Responsibilities

8.1 Disposal:

- 8.1.1 Provide a staging area for disposal dumpster. Contractor shall secure the dumpster during non-working hours. Owner is not responsible if/when the dumpster is used by any other parties other than the contactor.
- 8.1.2 Engineering representative will review all work performed. Any deficiencies found will be corrected before final acceptance.

The above-referenced documents are incorporated herein by reference, and the specifications contained therein must be met by the lowest responsive and responsible bidder.

EXHIBIT B

BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS

- A. Prime Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Prime Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to OWNER.
- B. Not later than **ten (10) business days** after OWNER'S written request for insurance, Prime Contractor shall furnish contract bonds to Contracts Management Division as follows:
 - 1. Labor and Material Payment Bond in the amount of 100% of the Contract price.
 - 2. Performance Bond in the amount of 100% of the Contract price.
 - 3. Guaranty Bond in the amount of 100% of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.

Award will become final after the OWNER and/or Governing Body has authorized the award and Prime Contractor has submitted its required bonds utilizing OWNER'S Bond forms.

C. Form of Bonds

- 1. The bonds referred to herein shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by OWNER.
- 2. Prime Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
- 3. Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.
- 4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.

2. INSURANCE

- A. Prime Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of OWNER to make any payment under this contract, to provide OWNER with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not Prime Contractor has employees.
- B. Prime Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Prime Contractor does not maintain coverage throughout the entire term of the contract, Prime Contractor agrees that OWNER may, at any time the coverage is not maintained by Prime Contractor, order Prime Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
- C. Prime Contractor shall furnish not later than ten (10) business days after OWNER'S written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.
- D. As a condition precedent to receiving payments, Prime Contractor shall have on file with OWNER current certificates of insurance evidencing the required coverage. Insurance certificates for OWNER should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. OWNER requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Prime Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of OWNER.
- F. Prime Contractor shall furnish renewal certificates to the OWNER for the required insurance during the period of coverage required by the contract. Prime Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The request for updated renewal certificates will be sent by the OWNER to the Prime Contractor thirty (30) calendar days in advance of the expiration date shown on the certificate of insurance. A second request will be sent if the renewal certificate is not received from within seven business days. If within twenty (20) calendar days from the date of the request for an updated renewal certificate, the updated certificate has still not been provided, the OWNER may declare the Prime Contractor in default of its obligation under this paragraph
- G. OWNER, its officers, employees, agents, and volunteers, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
 - Prime Contractor's insurance shall be primary as respects OWNER, its officers, employees, agents, and volunteers. Any other coverage (insurance or otherwise) available to OWNER, its officers, employees and volunteers shall be excess over the insurance required of Prime Contractor and shall not contribute with it.
- H. Prime Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Prime Contractor's contractual obligation of additional insured to OWNER. All policies must note that OWNER will be given thirty (30) calendar days' advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
- All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible
 or self-insured retention may exceed \$25,000. If the deductible is "zero" it must still be referenced on the
 certificate.
- J. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than \$2,000,000 per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. Prime Contractor's insurer must notify OWNER of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- K. Prime Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Prime Contractor, it agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Prime Contractor's Bid. Prime Contractor is required to obtain and maintain the following coverage:
 - Commercial General Liability: Commercial General Liability shall be on "occurrence" basis only and 1. not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance. complete copies of such policy forms must be submitted to OWNER within ten (10) business days after OWNER'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Prime Contractor shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
 - 2. Auto Liability: Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Prime Contractor shall maintain limits of no less than \$1,000,000 combined single limit "per accident" for bodily injury and property damage. A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.
 - Builders Risk / Course of Construction: Unless otherwise provided in the Contract Documents, the Prime Contractor shall purchase and maintain property insurance (builders'

risk) upon the work at the site to the full insurable value. This insurance shall include the interests of University Medical Center of Southern Nevada, the OWNER, OWNER's designated representative, Prime Contractor, Subcontractors, and Subcontractors of any tier. Coverage shall be written on forms to include Fire, Extended Coverage, and Special Form including theft. Prime Contractor is responsible for the deductible for any claim made against the policy.

- L. If Prime Contractor fails to maintain any of the insurance coverage required herein, then OWNER will have the option to declare Prime Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Prime Contractor is responsible for any expenses paid by OWNER to maintain such insurance and OWNER may collect the same from Prime Contractor or deduct the amount paid from any sums due Prime Contractor under the contract.
- M. The insurance requirements specified herein do not relieve Prime Contractor of its responsibility or limit the amount of their liability to OWNER or other persons and Prime Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- N. Prime Contractor is responsible for and must remedy all damage or loss to any property, including property of OWNER, caused in whole or in part by Prime Contractor, any subcontractor or anyone employed, directed or supervised by Prime Contractor. Prime Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- O. Prime Contractor shall pay all premiums and costs of insurance.
- P. Regardless of the coverage provided by any insurance policy, Prime Contractor shall indemnify, defend and hold OWNER, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Prime Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Prime Contractor shall indemnify, defend and hold harmless OWNER and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.
- Q. Prime Contractor agrees that its officers, employees, subcontractors at every tier and suppliers shall perform all work in accordance with any and all current and adopted local, state, and federal building, demolition, and fire codes as applicable to jurisdiction and shall be held liable for any actions, damages, or costs caused by or arising from non-conformance with this requirement.
- R. Any conflict between adopted codes and standards shell be resolved by using the more stringent requirement unless specifically directed otherwise by the applicable governments entity

EXHIBIT C MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this University Medical Center of Southern Nevada ("OWNER").	day of	, by and between the ("Prime Contractor") and
University Medical Center of Southern Nevada ("OWNER"), ("Mediator"). OWNER and	are collectiv	vely referred to as "Parties".
WHEREAS,was awarded the BID NO. 20 Expansion PWP-CL-2024-133, and the OWNER and("Contract");	023-15, UMC So entered into a co	outhern Highlands PC/QC ontract entitled
WHEREAS, a claim, dispute or controversy relating to the Contract has	arisen between	the Parties;
WHEREAS, the Parties have haven been unsuccessful in resolving the negotiations as required in section of the Contract,	claim, dispute o	r controversy by informal
WHEREAS, has submitted a demand to of the claim, dispute or controversy, pursuant to section of the		binding informal mediation of
WHEREAS, the Contract requires the Parties to mutually agree upon a claim, dispute or controversy;	private independ	lent mediator to mediate the
WHEREAS, the Parties have mutually agreed to hire Mediator in this ma	atter;	
WHEREAS, Mediator is willing to accept this appointment;		
NOW THEREFORE, the County, Prime Contractor and Mediator agree	as follows:	

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of \$_____ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. The County is responsible for fifty-percent (50%) of the fees of Mediator and Prime Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

OWNER and Prime Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

Billing

Mediator will provide, on a monthly basis, invoices to OWNER and Prime Contractor itemizing all services provided. Mediator agrees to bill OWNER for its fifty-percent (50%) share and Mediator agrees to bill the Prime Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If the Prime Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then OWNER is not responsible. Likewise, if OWNER does not pay Mediator its fifty-percent (50%) share of the fees, then the Prime Contractor is not responsible.

OWNER and Prime Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

5.	Amendment	and	Modification
J.	AIIIGHUIIIGH	anu	Widulitation

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of both parties.

6. Applicable Law

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

7. Exclusive Benefit of the Parties

Except as specifically provided in this section, this Agreement is not intended to create any rights, powers or interests in any third party and this Agreement is entered into for the exclusive benefit of OWNER, Prime Contractor, and Mediator.

8. **Notices**

9.

STATE OF NEVADA

)

) ss.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States Mail at the following addresses:

	, , ,	, ,	o
	To OWNER:		
	To Prime Contractor:		
	To Mediator:		
	To Mediator.		
	Either party may, at any time and f	rom time to time, change its address b	y written notice to the other party.
9.	Entire Agreement		
	This Agreement constitutes the en amended by a written agreement s	tire agreement between the parties and signed by both parties.	d may only be modified, supplemented or
	·	(SIGNATURE ON NEXT PAGE) caused this contract to be signed and i	ntend to be legally bound thereby.
UNIVER	RSITY MEDICAL CENTER OF SOU	THERN NEVADA	
Ву:	Mason Van Houweling, CEO		
Ву:			
Name: _			
Its:	PRIME CONTRACTOR		

COUNTY OF CLARK)					
On this	_ day of		, 20_	_, before me the undersigned, a Notary Public,	in and for said County and
State, personally appe	eared			, who acknowledged to me that	executed the above
instrument for the purp	ooses herein	stated.			
WITNESS my hand ar	nd official sea	al.			
NOTARY PUBLIC In and for said County	and State				
Ву:					
Name:					
Its:					
STATE OF NEVADA)	\ 00		
COUNTY OF CLARK)) ss.		
On this	_ day of		, 20_	_, before me the undersigned, a Notary Public,	in and for said County and
State, personally appe	eared			, who acknowledged to me that	executed the above
instrument for the purp	ooses herein	stated.			
WITNESS my hand ar	nd official sea	al.			
NOTARY PUBLIC In and for said Coun	ity and Stat	e	_		

EXHIBIT D

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (here	nafter referred to as	("Confidentiality Agree	ement") is made and entered
into this day of, 20_ by and betw	een the University Mo	edical Center of South	ern Nevada, a publicly owned
and operated hospital created by virtue of Ch	napter 450 of the	e Nevada Revised	Statutes (OWNER), and
		("	"). OWNER and
are collectively referred to as "Parti	es".		
	RECITALS		
WHEREAS,v	vas awarded BID NO.	. 2023-15 for the UMC	Southern Highlands PC/QC
Expansion PWP-CL-2024-133 Project, and OWNER a	and	entered into a con	tract entitled for the Project
("Contract");			
WHEREAS, a claim, dispute or controversy rela	ting to the Contract h	as arisen between the	Parties;
WHEREAS, the Parties have haven been un	successful in resolvi	ing the claim, dispute	or controversy by informal
negotiations as required in section of the Cor	itract,		
WHEREAS, has submir	tted a demand to	for non-bind	ding informal mediation of the
claim, dispute or controversy, pursuant to section	of the Contract;		
WHEREAS, pursuant to section o	f the Contract, the P	arties are required to	enter into this Confidentiality
Agreement as a condition of the informal nonbinding med	liation prior to the cor	nmencement of the me	ediation;
NOW THEREFORE, in consideration of the pro-	emises and covenar	nts herein contained,	it is mutually agreed by and
between the parties hereto as follows:			

AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial, or other proceedings the following:

- a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;
- b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;
 - c) written and oral statements made or documents exchanged;
 - d) proposals made or views expressed by the mediator; or
- e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:			
Mason Van Houweling Chief Executive Officer			
Ву:			
Name:			
Its:			
STATE OF NEVADA)		
COUNTY OF CLARK) ss.		
On this day of	, 20, be	fore me the undersigned, a Notary Public	c, in and for said County and State
personally appeared		, who acknowledged to me that	he executed the above
instrument for the purposes herein s	stated.		
WITNESS my hand and official seal			
NOTARY PUBLIC			

EXHIBIT E

Contractor Acknowledgement of UMC Procedures & Practices

P.G Check In/Check Out Procedures

All outside contractors/vendors performing work at UMC are required to sign in upon entering the hospital and receive either a visitor's badge or temporary sticker badge. Prior to leaving the hospital, the contractor/vendor is required to sign out of the Vendor's Log and, if issued, return the visitor's badge. All badges will be worn at eye level and be prominently displayed. Failure to wear a badge could result in you being asked to leave the property immediately.

P.G Parking

Parking is to be in designated areas only. You can, and will be towed if you park in any reserved parking spot. Parking in front of either loading docks is strictly prohibited unless prior arrangements have been made with receiving department personnel. UMC is not responsible for any parking violations received (i.e. expired parking meter fines, fire lanes, etc.) Vehicles are towed at owner's expense. Talk to any maintenance supervisor if special parking requirements are needed.

P.G Noise and Vibration

Any portion of work anticipated to cause or result in elevated noise or vibration must be identified and arranged with the Engineering Department prior to commencement of work such as but not limited to jackhammer/chipping, saw cutting/core drilling, heavy equipment, power tools, powder actuated tools, high velocity fans. Engineering must be given appropriate notice to arrange this work with surrounding units.

P.G System/Utilities Shutdown Notification

Due to the nature of our business, any required interruptions of service to this facility, including but not limited to: Water, Power, Medical Gas, Natural Gas, etc., with the exception of emergencies, and Fire Safety System outages longer than 4 hours, must be made at least 14 days prior to the start of the job. Failure to notify us of interruptions could result in loss of patient life. Engineering must be notified at least 1 hour in advance to have fire alarms, smoke detectors, or sprinkler systems temporarily disabled.

P.G Structural Fire Proofing

At no time will structural fireproofing (i.e. monokote) be removed from any I-beams or support braces without prior authorization from the Director of Engineering, or designee.

P.G Hot Work

A Hot Work Permit is required for all temporary operation involving open flame or producing heat and/or sparks. This includes, but not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing, Welding. Permits are available in the Engineering Department office. All requirements and guidelines listed on the Hot Work Permit shall be followed. UMC Safety Manager or designee will conduct an inspection of location prior to commencement of Hot Work. Fire watch shall be initiated upon completion of Hot Work. Contractor shall have fully charged and serviceable fire extinguisher at Hot Work location at all times when engaged in Hot Work. Flammables and combustibles shall be removed prior to work. Current Hot Work Permit is mandatory If performing any of the above-mentioned duties. If observed engaged in Hot Work without required permit work will be stopped immediately in addition to removal of offending contractor from property. In the event that a fire alarm is activated do to negligence of the Contractor the City of Las Vegas will issue a \$1,000.00 fine. Contractor will be responsible for payment.

P.G Above the Ceiling Work

Contractor access for above ceiling must be arranged with and authorized by the Engineering Department prior to any work commencing. Engineering representative will issue a permit with counter signature by contractor. This permit must be displayed at the area of work. If permit is not obtained and/or prominently displayed, you will be told to stop all work and may be asked to leave the property immediately.

P.G Wall Penetrations

Any penetrations into a firewall must be reported to the Engineering Department. Unless there are other arrangements made, it is your responsibility to ensure that any penetrations are properly patched using industry standard fire caulking material by certified installer in compliance with a UL listed penetration detail. Upon completion of the work an Engineering Maintenance Supervisor, or designee, will inspect the area and sign off on the job. If you are unsure whether the wall is a firewall, ask a supervisor.

P.G Accident Reporting

Accidents happen and are to be reported to the Engineering Department immediately. Failure to notify the Engineering Department immediately can result in a contractor/vendor or contractor/vendor employee being permanently banned from working at this facility. Any contractor/vendor or their employee found to be working in an unsafe manner can be asked to leave the property immediately.

P.G Infection Control

The contractor will adhere and enforce all measures identified on the ICRA permit issued for the project. Contractor will make immediate corrections when site inspection identifies any deficiencies. Failure to correct any identified deficiency in an appropriate timely manner, will result in work stoppage until all identified deficiencies have been corrected.

Contractor – Safety

All emergencies – call Public Safety 24/7 - **383-2777** or **383-1810**

Your emergency contact: Name: Parth Gandhi Number: 480.434.8370	
---	--

Fire Codes - announcement via overhead paging system

- o Code Red Drill Fire drill
- o Code Red Actual Fire
- o Code Green all clear, you can resume work activities
- o Contractor will provide their own fire extinguishers

Hospital Codes - announcement via overhead paging system

- o Code Orange Hazardous Materials Spill
- o Code Pink Pediatric/Infant Abduction
- o Code Blue Cardiac arrest
- o Code Black Bomb Threat
- o Code Triage Disaster plan
- o Code White Stroke

Emergency Exits

UMC Safety Manager/Engineering will show your representative emergency exits in the work area.

Partitions

Temporary construction partitions must be smoke tight and built of non-combustible materials.

Chemicals

- o Any chemicals brought on-site, UMC Safety Manager must have a MSDS/SDS
- o No flammable materials stored on-site
- o All containers must be properly labeled

Noise

UMC Safety Manager/Engineering must be notified if noise levels exceed 90 db inside the hospital

Electrical

Only UL approved electrical devices may be used at UMC. No frayed wiring or inappropriate use of extension cords. Use ground-fault circuit interrupters (GFCI's) as required.

Smoking

Smoking is prohibited on UMC property.

Waste

All waste and debris must be removed from premises at end of workday.

OSHA

Contractor shall have current OSHA 10 or 30 Hour card in their possession when engaged in work on UMC property

It is the responsibility of the General/Prime Contractor to provide and maintain documentation of UMC's Contractor's Procedures and Practices to all sub-contractors.

Parth Gandhi		02.10.2024
Print Employee Name	Signature	Date
Monument Construction		
Company		



THE SYMBOL OF EXCELLENCE

EXHIBIT F - EXAMPLE

Infection Control Risk Assessment for Construction (ICRA)

Site:

Date of evaluation:

Step One:

Using the following table, identify the type of construction activity:

	Inspection and Non-Invasive Activities.
	Includes, but is not limited to:
TYPE A	removal of ceiling tiles for visual inspection, limited to 1 tile per 50 square feet
111 211	painting (but not sanding)
	wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or
	require cutting of walls or access to ceilings other than for visual inspection.
	Small scale, short duration activities which create minimal dust
	Includes, but is not limited to:
TYPE B	■ installation of telephone and computer cabling
	access to chase spaces
	cutting of walls or ceiling where dust migration can be controlled.
	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed
	building components or assemblies
	Includes, but is not limited to:
	sanding of walls for painting or wall covering
TYPE C	removal of floor coverings, ceiling tiles and casework
	new wall construction
	minor duct work or electrical work above ceilings
	 major cabling activities
	any activity which cannot be completed within a single work shift.
	Major demolition and construction projects
	Includes, but is not limited to:
TYPE D	activities which require consecutive work shifts
	requires heavy demolition or removal of a complete cabling system
	new construction.



Step Two:

Using the following table, identify the patient risk groups that will be affected. If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
Office areasUnoccupied Space	 Cardiology Echocardiography Endoscopy Nuclear Medicine Physical Therapy Radiology/MRI Respiratory Therapy 	 CCU Emergency Room Labor & Delivery Laboratories (specimen) Newborn Nursery Outpatient Surgery Pediatrics Pharmacy Post Anesthesia Care Unit Surgical Units Maternity 	 Any area caring for immunocompromised patients Cardiac Cath Lab Central Sterile Supply Intensive Care Units Medical Unit Negative pressure isolation rooms Oncology Operating rooms, including C-section rooms

Step Three:

Match the patient risk group (low, medium, high, highest) with the planned project type (A, B, C, D) on the following matrix, to find the level of infection control activities which are required. The color-coded precautions are delineated on the next page.

Attachment 1 Construction Activity/Infection Control Matrix
Construction Project Type

0011011 1 1 0 July 1 1 7 Pu							
Patient Risk Level	TYPE A	ТҮРЕ В	ТҮРЕ С	TYPE D			
Low Risk Group	I	II	II	III/IV			
Medium Risk Group	I	II	III	IV			
High Risk Group	I	II	III/IV	IV			
Highest Risk Group	II	III/IV	III/IV	IV			

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class IV Type C control procedures are necessary.



Infection Control Precautions

During Construction Project Upon Completion of Project Execute work by methods to minimize raising dust from construction operations. Immediately replace a ceiling tile displaced for visual inspection Provide active means to prevent airborne dust from dispersing into Wipe work surfaces with disinfectant. 1. atmosphere. Water-mist work surfaces to control dust while cutting. CLASS II 2. Contain construction waste before transport in tightly covered Seal unused doors with duct tape. Block off and seal air vents. 3. Wet mop and/or vacuum with HEPA filtered vacuum before Place dust mat at entrance and exit of work area. leaving work area. Remove or isolate HVAC system in areas where work is being 4. Remove isolation of HVAC system in areas where work is performed. being performed. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal Do not remove barriers from work area until completed project area from non-work area or implement control cube method (cart is inspected by the owner's Safety Department and Infection with plastic covering and sealed connection to work site with HEPA Control Department and thoroughly cleaned by the owner's CLASS III vacuum for vacuuming prior to exit) before construction begins. Environmental Services Dept. Maintain negative air pressure within work site, utilizing HEPA Remove barrier materials carefully to minimize spreading of equipped air filtration units. dirt and debris associated with construction. Contain construction waste before transport in tightly covered Vacuum work area with HEPA filtered vacuums. containers. Wet mop area with disinfectant. Cover transport receptacles or carts. Tape covering unless solid lid. Remove isolation of HVAC system in areas where work is being performed. Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers, i.e. sheetrock, plywood, plastic, to seal Remove barrier material carefully to minimize spreading of dirt area from non-work area, or implement control cube method (cart and debris associated with construction. with plastic covering and sealed connection to work site with HEPA Contain construction waste before transport in tightly covered vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site, utilizing HEPA Cover transport receptacles or carts. Tape covering unless solid equipped air filtration units. Seal holes, pipes, conduits, and punctures appropriately. Vacuum work area with HEPA filtered vacuums. 5. Construct anteroom and require all personnel to pass through this Wet mop area with disinfectant. room so they can be vacuumed using a HEPA vacuum cleaner Remove isolation of HVAC system in areas where work is before leaving work site, or they can wear cloth or paper coveralls being performed. that are removed each time they leave the work site. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.



Step Four: Identify the areas surrounding the project area, assessing potential impact.

Unit Below	Unit Above	North	South	East	West
Risk Group					

Step Five: Identify specific site of activity, e.g. Patient room, medication room, etc.

<u>Step Six:</u> Identify issues related to ventilation, plumbing, electrical – in terms of the possible/probable occurrences of outages:

Step Seven: Identify containment measures, using prior assessment.

What types of barriers? (e.g. solid wall barriers) Will HEPA filtration be required?

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas.)

Step Eight: Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (e.g. wall, ceiling, roof)

Step Nine: Work hours: Can or will the work be done during non-patient care hours?

Step Ten: Do plans allow for adequate number of isolation/negative airflow rooms?

Step Eleven: Do the plans allow for the required number & type of hand washing sinks?

Step Twelve: Does the infection control staff agree with the minimum number of sinks for this project?

Step Thirteen: Does the infection control staff agree with the plans relative to clean and soiled utility rooms?

Step Fourteen: Plan to discuss the following containment issues with the project team. (examples: traffic flow, housekeeping, debris removal (how & when)

Note: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revision must be communicated to the Project Manager.

Exhibit G Progress Billing

PU:	
Application:	
Date:	

OWNER: University Medical Center

Attn:

1800 W. Charleston Blvd Las Vegas, NV 89102 Project Name Location

Application For Payment On Co	ntract	Contractor's Certification of	Work
		knowledge, the work on the	certifies that, to the best of the contractor's above named job has been completed in nd specifications to the level of completion
Original PO Contract Amount		indicated on the attached so	
Net Change by Change Order		_	
Contract Sum		_	
Total Complete to Date		=	
Total Retained		Contractor:	Date:
Total Earned Less Retained		 =	
Less Previous Billings		-	
Current Payment Due			
Balance on Contract		_	
Make Checks Payable to:			
Address:			

Progress Billing

PO:	
Application:	
Date:	
Date.	

Schedule of Work Completed

Description of Work	Contract	Changes	Current Comp.	Previous	Total Comp.	%	Balance	Retained
These	line items will com	ne from our bid documentIt w	rill be job specific.					
Totals								

EXHIBIT H

CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS

Project Number:	 Date:
Project Name:	 PWP Number: CL- 2024-133
Prime Contractor:	 Subcontractor:
Prepared by:	 Contact Number:
Email Address:	

Em	ail Address:					
	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						

EXHIBIT I Sample Form

WORKERS EMPLOYED	REPORT (A)) (PER N.R.S.	. 338.070
-------------------------	------------	---------------	-----------

Project Number: Date:							
Proj	ect Name:				PWP Nu	ımber: <u>CL-2024-133</u>	
Prim	ne Contractor:			s	ubcontractor:		
Prep	pared by:		Contact Number:				
Ema	Email Address:						
	Worker Name	Workers Occupation	Has a Driver's License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			☐YES or ☐NO				
2			YES or NO				
3			YES or NO				
4			YES or NO				
5			YES or NO				
6			YES or NO				
7			YES or NO				
8			YES or NO				
9			YES or NO				
10			YES or NO				
11			YES or NO				
12			YES or NO				
13			YES or NO				
14			YES or NO				
15			YES or NO				
16			YES or NO				
17			YES or NO				
18			YES or NO				
19			YES or NO				
20			YES or NO				

EXHIBIT I Sample Form

DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)

Pro	ject Number:		Date:				
Pro	ject Name:			PWP Number: <u>CL- 2024-133</u>	<u>3</u>		
Prime Contractor:			Subcontractor:				
Pre	pared by:		C	ontact Number:			
Email Address:							
	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

EXHBIT J

Sample Form

NON-APPORTIONED VEHICLE REPORT CONFIDENTIAL

		NOIV-ALLOWINGER VEHICLE KELOKI CONTIDENT	
Proj Prin Prej	·	PWP Subco	Date: Number: CL- 2024-133 ontractor: t Number:
Ema	ail Address:		
	OWNER Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

EXHIBIT K Sample Forms MATERIALS PURCHASED REPORT

Project Number:	 Date:	
Project Name:	 PWP Number:	CL- 2024-133
Prime Contractor:	 Subcontractor:	
Prepared by:	 Contact Number:	
Email Address:		

Ema	Email Address:				
	Material Supplier Name	Address	Materials Purchased		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
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19					

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.

BID ATTACHMENT 14 DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	pe (Please select	t one	e)		<u> </u>						
□ Sole	Partnership		Lincited	I LA COMPONATION I I I		☐ Tru	ıst	☐ Non-Profit ☐ Other			
Business Designation Group (Please select all that apply)											
□ МВЕ	□WBE		☐ SBE		☐ PBE			☐ VET		OVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise		Small Business Physically Challenge Business Enterprise			b	Veteran Owned Business	Disabled Veteran Owned Business Emerging Smal Business		Emerging Small Business	
Number of Clark County Nevada Residents Employed: 15											
Corporate/Business Entity Name: Monument Construction											
(Include d.b.a., if applicable)			Monument								
Street Address:		7787 Eastgate Road, #110			Website: www.buildmonuments.com						
City, State and Zip Code:		Henderson, NV 89011			POC Name: Parth Gandhi Email: Parth@buildmonuments.com						
Telephone No:		480.434.8370				Fax No: 702.947.2602					
Nevada Local Stree	et Address:				Website:						
(If different from al	oove)										
City, State and Zip Code:				Local Fa			al Fax No:				
					Local POC Name:						
Local Telephone No:						Email:					
All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board. Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s). Entities include all 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							olicly Traded				
Jon Wayne Nielsen				President			Co		Corpo	Corporations/Non-profit organizations)	
This section is not r	•	-	•			-		_		No Southorn Novada	full time
	al members, partne appointed/elected of			IUA	oived in the bus	siriess er	ıuty,	a University Medical Cent	ier of	Souriern Nevada	ruil-tiffie
Yes Van (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	Dis	sclosure of Rela	ationship	form	n on Page 2. If no, please	e print	N/A on Page 2.)	
of Southern Nevada disclosure form.	Governing Board w				use approvals,	contract		nd accurate. I also unders rovals, land sales, leases			
Signature)			_	Parth G	andhi					
Signature					Print Name						
Project Manag	ger			_	01.18.20	24					
Title					Date						

BID ATTACHMENT 14 (page 2) DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			
* UMC employee means an e	employee of University Medic	al Center of Southern Nevada	ľ
, ,	ship by blood. "Affinity" is a re		
_		_	ee of blood relatives as follows:
 Spouse – Registered 	I Domestic Partners – Childre	n – Parents – In-laws (first de	gree)
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	andchildren – Grandparents –	In-laws (second degree)
For UMC Use Only:			
If any Disclosure of Relationship is r	noted above, please complete the foll	owing:	
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the c	ontracting/selection process for this p	particular agenda item?
Yes No Is the UMC emplo	oyee(s) noted above involved in any v	way with the business in performance	e of the contract?
Notes/Comments:			
Signature			
Print Name Authorized Department Representat	iive		

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Master Services Agreement with EV&A Architects	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Master Services Agreement with EV&A Architects for Architectural Design and Documents Service; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000848000 Funded Pgm/Grant: N/A

Description: Architectural Design and Documents Service Bid/RFP/CBE: NRS 332.115(a)(b) – Professional Services Term: 1 year from Effective date with four 1-year options

Amount: NTE \$495,000 Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Master Service Agreement for Architectural Design and Documents Service with EV&A Architects ("EV&A"). EV&A will provide various architectural design and documentation services for multiple areas of UMC's campus. Staff also requests authorization for the Hospital CEO to execute extension options and amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

UMC will compensate EV&A a NTE amount of \$495,000 for one (1) year from the Effective date, with the option to renew for four additional 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

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

EV&A currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item #

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN AND DOCUMENTATION SERVICES

EV&A ARCHITECTS
NAME OF FIRM
Kellie Wanbaugh
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
1160 N. Town Center Dr., Ste. 170 Las Vegas, NV 89144
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 946-8195
(AREA CODE) AND TELEPHONE NUMBER
(702) 946-8196
(AREA CODE) AND FAX NUMBER
kwanbaugh@edvanceassociates.com
E-MAIL ADDRESS

MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN AND DOCUMENTATION SERVICES

This Master Service Agreement for Architectural Design and Documentation Services (the "Agreement") is made and entered into as of the date last signed by the parties below ("Effective Date"), by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and **EV&A ARCHITECTS** (hereinafter referred to as "COMPANY"), for architectural design and documentation services for the various areas of its campus (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, HOSPITAL desires to obtain, from time-to-time, various architectural design and documentation services for multiple areas of its campus, as further described in the Scope of Work (**Exhibit A**).

WHEREAS, the COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not-to-exceed \$495,000.00, including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

WHEREAS, the 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 for one (1) year from the Effective Date ("Initial Term"), with the option to renew for four (4) additional, one-year periods ("Renewal Term(s)", collectively with Initial Term, the "Term"). During the Term, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Exhibit A**) for the not-to-exceed amount of \$495,000.00 for the Initial Term. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. It is expressly understood that the entire Scope of Work defined in **Exhibit A** must be completed by the COMPANY and it shall be the COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

- 1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of \$495,000.00 during the Initial Term of the Agreement. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amounts. It is expressly understood that the entire Scope of Work defined in Exhibit A must be completed by the COMPANY and it shall be the COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.
- COMPANY shall bill HOSPITAL per approved Task Order for work completed on a monthly basis.
- 3. Each invoice received by HOSPITAL must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in **Exhibit A** Scope of Work.
- 4. Fees shall be payable monthly to COMPANY as specific tasks identified in the Scope of Work (Exhibit A) are finished. Payment of invoices will be made within thirty (30) calendar days of receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
- 5. Payment of travel and other miscellaneous expenses such as building department submittal, mileage, plotting, blueprinting, drafting supplies, and long distance phone calls associated with the production of this agreement shall meet HOSPITAL's Travel Reimbursement policy (Section XII(Q)), and will be made within sixty (60) calendar days upon receipt of an accurate invoice(s) with supporting documentation that has been reviewed and approved by HOSPITAL.

1

- 6. 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, HOSPITAL's Contract Number, Project Number, Proposal Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Expenses not defined in **Exhibit A**, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify the COMPANY in writing within 14 calendar days of any disputed amount included on the invoice. The COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph D.2 above. Upon mutual resolution of the disputed amount, the COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.4 above.
- 7. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within 30 calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
- 8. 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.
- 9. 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.
- 10. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. 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.
- 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 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 the COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by the 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.

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 the 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 the COMPANY for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the 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 the 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. Upon written acceptance by HOSPITAL, Edward A. Vance, Nevada Architect license #2683 (hereinafter referred to as "MANAGER") will manage the performance of services. All of the services specified by this Agreement shall be performed by MANAGER, or by COMPANY's associates and employees under the final supervision of MANAGER. Should the MANAGER, or any employee of COMPANY be unable to complete his or her responsibility for any reason, the 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 30 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 shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the 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.
- F. COMPANY will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada. Execution of this Agreement shall indicate that COMPANY is familiar with, and prepared to comply with, pertinent, governing and controlling regulations, guidelines, policies and requirements of all federal, state and local agencies regulating COMPANY's conduct. If COMPANY fails to stay abreast of current federal, state and local laws and policies, COMPANY shall ensure that services are performed in accordance with said current laws at no additional cost to HOSPITAL.
- G. It shall be the duty of the COMPANY to assure that all services 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. The COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any services furnished by COMPANY shall not in any way relieve the 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. Reports, drawings, specifications, computer files, field dates, notes and other documents and instruments prepared by the COMPANY as instruments of service, shall remain the property of the COMPANY. COMPANY shall retain all common law, statutory and other reserved rights, including copyright thereto. 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 CADD files, 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 the 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, Tamera Hone, telephone number (702) 383-1092 or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments 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 the COMPANY's performance of services is delayed or if the 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 10 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 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. <u>Termination for Cause</u>

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

- a. not less than 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 the COMPANY is given not less than 30 calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay the 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 the COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of the COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, the 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.
- c. If after termination for failure of the COMPANY to fulfill contractual obligations it is determined that the 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 the COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of the COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and the COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 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 – Intentionally Omitted

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, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada

Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO COMPANY: EV&A Architects

1160 North Town Center Dr., Suite 170

Las Vegas, NV 89144

SECTION XII: MISCELLANEOUS

A. Amendments

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

B. Task Orders

Task Orders shall include detailed scopes and all consultant proposals required to fully develop projects on an ongoing basis throughout the contract year. All Task Orders shall be treated as a part of this Agreement so long as the total amount, in aggregate, does not exceed \$495,000.00 for the Initial Term. Individual Task Orders shall not require additional approval from the Chief Executive Officer so long as the total amount, in aggregate, does not exceed \$495,000.00 for the Initial Term.

C. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY 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.

D. Immigration Reform and Control Act

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

E. 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 the COMPANY in breach of the Agreement, terminate the Agreement, and designate the COMPANY as non-responsible.

F. 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.

G. Indemnity

The 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 the COMPANY or the employees or agents of the COMPANY in the performance of this Agreement.

H. Governing Law

Nevada law shall govern the interpretation of this Agreement.

I. Covenant Against Contingent Fees

The 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.

J. Gratuities

- 1. HOSPITAL may, by written notice to the 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 the COMPANY or any agent or representative of the 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 the COMPANY as it could pursue in the event of a breach of this Agreement by the 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 the 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.

K. Audits

The performance of this Agreement by the COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. The COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to the 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.

L. Covenant

The 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.

M. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

N. 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.

O. <u>Subcontractor Information</u>

The 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 B**. The information provided in **Exhibit B** by the COMPANY is for the HOSPITAL's information only.

P. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement.

Q. 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, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which 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.

R. Reimbursable Expenses

Reimbursable expenses such as building department submittal, mileage, plotting, blueprinting, drafting supplies, travel expenses, and long-distance phone calls associated with the production of this project shall be billed with no additional markup. All reimbursable expenses shall meet UMC's Travel Reimbursement policy, see Section XII(S).

S. <u>Travel Policy</u>

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

Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

- Company's Invoice
 - 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
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares

- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

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. <u>Disclosure of Ownership Form</u>

The COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in **Exhibit C** and Disclosure of Relationship (Suppliers) Form as set forth in **Exhibit D** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

V. Vendor Self-Identification Form

The COMPANY agrees to complete and submit the attached Vendor/Supplier Self-Identification Form as set for in Exhibit E.

W. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, the COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

a. Clark County Business License is required if:

- Business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business if:

- i. Business is physically located outside of unincorporated Clark County, Nevada
- ii. Business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business license/Pages/default.aspx)

[signature page follows]

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

HOSPITAL:										
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA										
Dv.										
By: MASON VAN HOUWELING Chief Executive Officer	DATE									
COMPANY:										
EV&A ARCHITECTS										
Ву:	2/7/2024									
EDWARD VANCE	DATE									

Founder/Chief Executive Officer

EXHIBIT A SCOPE OF WORK

Services to be performed by COMPANY under this Agreement shall be completed based on individual Task Orders. All Task Orders shall include detailed individual scopes and all consultant proposals required to fully develop projects on an ongoing basis throughout the contract year. Tasks shall include, but are not limited to drawings and documentation for the following:

- Hourly space plans for staff relocations
- Tenant improvements in existing facilities
- Stand-alone buildings

Task Orders shall include detailed scopes and all consultant proposals required to fully develop projects as discussed, on an ongoing basis throughout the year of the contract.

Projects shall be billed on a monthly basis per approved Task Orders.

The work performed will be under the final supervision of Edward A. Vance, Nevada Architect license #2683, and Kellie Wanbaugh, Registered Interior Designer license #240-ID.

SUBCONTRACTOR INFORMATION

DEFINITIONS:

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

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

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

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

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

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

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

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

1.	Subcontractor Name:										
	Contact Person: Telephone Number:										
	Description of Work:										
	Estimated Percentage of Total Dollars:										
	Business Type: MBE WBE PBE SBE NBE										
2.	Subcontractor Name:										
	Contact Person: Telephone Number:										
	Description of Work:										
	Estimated Percentage of Total Dollars:										
	Business Type: MBE WBE PBE SBE NBE										
3.	Subcontractor Name:										
	Contact Person: Telephone Number:										
	Description of Work:										
	Cativa at ad Dayson to you of Tatal Dallays.										
	Estimated Percentage of Total Dollars:										
	Business Type: MBE WBE PBE SBE NBE										
4.	Subcontractor Name:										
	Contact Person: Telephone Number:										
	Description of Work:										
	Estimated Percentage of Total Dollars:										
	Business Type: MBE WBE PBE SBE NBE										

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

EXHIBIT C

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 <u>are a University Medical Center of Southern Nevada full-time employee(s)</u>, 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	Business Entity Type (Please select one)											
☐ Sole Proprietorship		Partnership		Limited Liability mpany	X] Corporation	☐ Trus		on-Profit nization		☐ Other	
Business Desig	natio	n Group (Please	selec	ct all that apply)								ı
☐ MBE ☐ WBE			SBE		☐ PBE		□ VE	Т		VET	□ESB	
Minority Business Enterprise	6	Women-Owned Business Enterp	rise	Small Business Enterprise		Physically Cha Business Ente		Vetera Busine	nn Owned ess		abled Veteran ned Business	Emerging Small Business
Number of C	Clar	k County Ne	vada	a Residents E	Em	ployed:						
Corporate/Busir		Entity Name:	Ed	Vance Associa	ates	S Architects						
(Include d.b.a., i				, 41100 1 155001		<u>,, , , , , , , , , , , , , , , , , , ,</u>						
Street Address:		ilicable)	110	60 N. Town Ce	nte	r Dr. Ste 170		Woheitory	www.edvanceas	ecocia	toe com	
City, State and 2		ode:	Las	Vegas, NV 89		·		POC Name	e: Kellie Wanba anbaugh@evaa	ugh		
Telephone No:			702	2-946-8195				Fax No:				
Nevada Local St								Website:				
City, State and	Zip C	ode:						Local Fax	No:			
Local Telephone	a No:							Local POO	Name:			
Local Telephone	. 140.							Email:				
interest. The discle Entities include a	osure II bus	requirement, as ap	plied organ	tations shall list all to land-use applicat ized under or gover companies, partne	tions rned	s, extends to the a	applicant a	and the lando Revised Stat	owner(s). tutes, including bu			·
		Full Name					Title				% Owned of required for Pub orations/Non-profit	licly Traded
Edward Vance				<u>F</u>	oui	nder/CEO				56.6%	6	
Matthew Burns					xec	cutive Vice P	resident	t		28.39	%	
Kellie Wanbau	gh			V	Vice President-Interiors				9.4%			
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)?												
I certify under pena	Yes X No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.) I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.											
Edward Vance Print Name												
Founder/CEO						2/7/2024						
Title					•	Date						

List any disclosures below:

(Mark N/A, if not applicable.)

Authorized Department Representative

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			
"To the second degree of co • Spouse – Registered	ship by blood. "Affinity" is a rel nsanguinity" applies to the can d Domestic Partners – Childrer alf-Brothers/Half-Sisters – Gra	didate's first and second degronnian and sec	,
For UMC Use Only:			
lf any Disclosure of Relationship	p is noted above, please complete	the following:	
☐ Yes ☐ No Is the UMC e	mployee(s) noted above involved	in the contracting/selection proces	ss for this particular agenda item?
☐ Yes ☐ No Is the UMC e	mployee(s) noted above involved	in any way with the business in po	erformance of the contract?
Notes/Comments:			
Signature			
Print Name			

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

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 UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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.

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.

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.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

"Material financial interest" means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

"Family member" means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

"Personal interests" mean those interests that arise out of a member's personal activities or the activities of a family member.

(Suppliers)

						_
Corporate/Busine	ss Entity Name:					
(Include d.b.a., if a	applicable)					
Street Address:						
City, State and Zip	p Code:					
Telephone No:						
Point of Contact N	Name:					
Email:						
either group) I	have an employment, ement, or sponsored	ITS - Does a UMC employee of consulting or other financial a research agreement) with the mplete following.)	rrangement (including, v			
	of Person nily member)	Name of Company	Describe the Con Arrangement	npensation	Dollar Value of Compensation	
2.						
3.						
(Use additiona	al sheets as necessar	y)	•			_
	or, trustee, managing (C employee or physician who i partner, officer or key employe mplete following.)		nedical staff (o	or does a family member	of either group) an
(self or fan	of Person nily member)	Name of Company	Business Position or Title	(include	lue of Compensation meeting stipends and I reimbursement)	
1.						
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(Use additiona	al sheets as necessar	y)				J
I certify under pena	alty of perjury, that all	of the information provided he	rein is current, complete	e, and accurat	te.	
Signature			Print Name			
Signature			Fillit Name			
Title			Date			
For UMC Use Onl	v.					
	-	i above, please complete the	following:			
	·	•	•	., .		
☐ Yes ☐ No	Is the UMC employe the contracting/selec	e or physician who is a membe ction process?	er of UMC's medical staff	(or a family m	nember of either group) no	oted above involved in
☐ Yes ☐ No		e or physician who is a membe siness in performance of the co		(or a family m	nember of either group) no	oted above involved in
Notes/Comments:						
Signature						
Signaturo						
Print Name						
	ment Representative					

EXHIBIT E VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note**: If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not 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 provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	Ed Vance and Associates, Architects
PO Box/Street Address:	1160 N. Town Center Dr., Ste 170
City:	Las Vegas
State/Province:	NV
Zip/Postal Code:	89144
Country:	United States
Contact's Name & Title:	Kellie Wanbaugh, VP-Interiors
Contact Phone Number:	702-946-8195
Contact's Email:	kwanbaugh@evaarch.com
Contact's Fax:	

	BUSINESS DESIGNATION GROUP TYPE							
	Check all applicable classifications or Not Applicable							
Diversity/Demographic Classification	Definition							
Minority Owned Business Enterprise (MBE)	Business Enterprise commercially useful function and is at least 51% owned and controlled by one or more minority individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.							
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.							
	 AX - Asian American: Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia. 							
	 HA - Hispanic American (including Black individuals whose origins are Hispanic): Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above. 							

	NA - Native American: Persons having origins in any of the original peoples of	
	North and South America, (including Central American) and who maintains tribal	
	affiliation or community attachment.	
	PI - Pacific Islander: Persons having origins in any of the original peoples of	
	Hawaii, Guam, Samoa, or other Pacific Islands.	
	Prefer not to answer	
	BUSINESS DESIGNATION GROUP TYPE	
	Check all applicable classifications or Not Applicable	
Diversity/Demographic	Definition	٧
Classification		
Physically Challenged	An independent and continuing business for profit which performs a	
Business Enterprise	commercially useful function and is at least 51% owned and controlled by one or	
(PBE)	more disabled individuals pursuant to the federal Americans with Disabilities Act.	
Small Business	An independent and continuing business for profit which performs a	
Enterprise (SBE)	commercially useful function, is not owned and controlled by individuals	
22. p (552)	designated as minority, women, or physically-challenged, and where gross annual	
	sales does not exceed \$2,000,000.	
Emerging Small	An independent and continuing business certified by the Nevada Governor's	
Business (ESB)	Office of Economic Development effective January, 2014. Approved into Nevada	_
, , , , , , , , , , , , , , , , , , , ,	law during the 77th Legislative session as a result of AB294.	
Woman Owned	An independent and continuing business for profit which performs a	
Business (WBE)	commercially useful function and is at least 51% owned and controlled by one or	
(more women.	
Veteran Business	An independent and continuing business for profit which performs a	
Enterprise (VET)	commercially useful function and is at least 51% owned and controlled by one or	_
	more U.S. Veteran(s).	
Disabled Veteran	An independent and continuing business for profit which performs a	
Enterprise (DVET)	commercially useful function and is at least 51% owned and controlled by one or	_
	more disabled veteran.	
Not Applicable	The business is not classified and/or does not meet any of the aforementioned	
	definitions.	
Choose to Not Self-	Business chooses not to self-identify.	
Identify	,	_

CERTIFIED BUSINESS ENTITY							
	Check all applicable classifications or Not Applicable						
Participant and	·						
Certified Business							
Entity:							
Small Business	A business that has successfully completed all requirements and is a graduate of						
Opportunity Program	the Small Business Opportunity Program (SBOP).						
State of Nevada	A business that is certified by the Nevada Governor's Office of Economic						
Emerging Small	Development effective January, 2014 as an "Emerging Small Business". Approved						
Business	into Nevada law during 77 th Legislative session as a result of AB294.						
Not Applicable	The business is not classified and/or does not meet any of the aforementioned						
	definitions.						

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	٧
Individual/Sole Proprietor	

Corporation	
Partnership	
Limited Liability Company	
Non-Profit/Government Entity	
Other (please identify):	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity T	ype (Please	select on	e)	,			•			
☐ Sole Proprietorship	□Partnersh		☐ Limited Liability Company	X	Corporation	☐ Trust	Non-Profit Organization		☐ Other	
Business Designa	tion Group	(Please se	elect all that apply)							
☐ MBE ☐ WBE 🖾 SBE			▼ SBE	□ PBE			☐ VET	ET DVET		☐ ESB
Minority Business Women-Owned Small Busine Enterprise Business Enterprise Enterprise					Physically Cha Business Ente		Veteran Owned Business		abled Veteran ned Business	Emerging Small Business
Number of CI	ark Coui	nty Neva	nda Residents	Emp	oloyed:					
Corporate/Business Entity Name: Ed Vance As					, Architects					
(Include d.b.a., if a	pplicable)									
Street Address:			1160 N. Town Ce	enter	Dr, Ste 170		Website: www.edvance	eassocia	ites.com	
City, State and Zip	Code:	I	Las Vegas, NV 89	9144			POC Name: Kellie Wan Email: kwanbaugh@ev	•	om	
Telephone No:			702-946-8195				Fax No:			
Nevada Local Stre	et Address						Website:			
(If different from a	bove)									
City, State and Zi	Code:						Local Fax No:			
Local Telephone N	lo:						Local POC Name: Email:			
Publicly-traded enti interest. The disclosi	ss entity app ties and nor ure requirem	pearing before n-profit orga ent, as appli	re the Board. anizations shall list alled to land-use applications	II Corp ations,	porate Officers extends to the a	and Directapplicant a	of individuals holding more tors in lieu of disclosing the nd the landowner(s). Revised Statutes, including	names of	individuals with owr	nership or financial
							d professional corporation		imiled to private co	rporations, close
	Full Name	е		Title			% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)			
Edward Vance			<u>I</u>	Foun	der/CEO			56.69	%	
Matthew Burns				Executive Vice President			28.3%			
Kellie Wanbaug	n			Vice President-Interiors			9.4%			
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.)										
							ccurate. I also understand , leases or exchanges with			
Signature	namenta.			-	Edward Van Print Name	nce				
Founder/CEO				_	2/7/2024 Date					

List any disclosures below:

(Mark N/A, if not applicable.)

Authorized Department Representative

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			
	d Domestic Partners – Childrer alf-Brothers/Half-Sisters – Gra	· ·	,
For UMC Use Only:			
If any Disclosure of Relationship	o is noted above, please complete	the following:	
			ess for this particular agenda item?
	mployee(s) noted above involved	in any way with the business in p	erformance of the contract?
Notes/Comments:			
Signature			
Print Name			

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Agreement with Getinge USA Sales, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
	6,	

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement with Getinge USA Sales, LLC; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000999910 Funded Pgm/Grant: N/A

Description: ECMO Cardiohelp Systems

Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO

Term: One Time Purchase Amount: \$624,029.19

Out Clause: 30 days w/o cause

BACKGROUND:

This request is to enter into a new Agreement with Getinge USA, LLC ("Getinge") for the purchase of four (4) Cardiohelp Systems ("ECMO Machines") at a cost of \$624,029.19. These ECMO machines are compact, highly portable and can be quickly deployed to transport patients within the hospital requiring respiratory and circulatory support. This purchase will also alleviate the need to lease ECMO machines.

This Agreement is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Assistant Chief Nursing 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 February 21, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item #

17





Acute Care Therapy Solutions

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD LAS VEGAS, Nevada 89102

Quote Date: 11/20/2023

Follow Us!









UNIVERSITY MEDICAL CENTER OF SOUTHERN

1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

Getinge USA Sales, LLC ("Getinge") is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions as listed below and/or on all attached pages. This quotation is subject to final approval by Getinge and is not considered firm or binding until accepted by the corporate offices and an order acknowledgement is issued to you ("Customer").

This proposal and pricing terms are considered proprietary and confidential. This document cannot be shared or provided to any other 3rd party organization or personnel without the expressed written consent of Getinge.

This quotation is in US dollars:

Quotation will be governed by HPG Agreement 4718 / 4719

Valid until 4/9/2024

Proposal based on: HEALTHTRUST CP 4718 / 4719

Shipping terms: FOB SHIPPING POINT - Freight Prepaid and Added

Freight charges and applicable taxes, if any, are payable upon receipt of invoice.

Delivery subject to availability

UNLESS THIS QUOTATION HAS BEEN DESIGNATED BY GETINGE AS BEING GOVERNED BY AN APPLICABLE GROUP PURCHASING ORGANIZATION OR INTEGRATED DELIVERY NETWORK AGREEMENT, THIS QUOTATION WILL BE GOVERNED BY GETINGE'S STANDARD CONDITIONS OF SALE FOUND AT: getinge.com/salesandserviceterms. Any prior or collateral agreements, representations, promises or conditions, whether written or oral, in connection herewith, are superseded hereby. No modifications, waivers or termination of any provisions contained in this Agreement or any future agreements, representations, promises or conditions in connection with the subject matter hereof shall be binding upon Getinge unless made in writing and signed by an authorized officer thereof. Acceptance of any Customer's purchase order does not operate as acceptance of any different or additional terms. None of Getinge's terms may be rejected or revoked by Customer without the consent of Getinge's Legal Team. If you have any questions about this Agreement, please contact your local Getinge Sales Representative. By signing this Quotation, you agree that you have reviewed and accepted Getinge's Standard Conditions of Sale available at getinge.com/salesandserviceterms, and that you accept and agree to all of the terms hereof.

PRESENTED BY:	CUSTOMER'S ACCEPTANCE
	Ву:
Name: Maria Villanueva	Name: Mason Van Houweling
Title:	Title: CEO
Date: 11/20/2023	Date:



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

GETINGE PRODUCT QUOTE SUMMARY

Description	Total Price
Cardiohelp Bundle	
Blender	
HLS Sets	
Freight Charge	

GETINGE proposal total : \$ 624,029.19

Through Getinge Financial Services, we offer alternatives outside of a cash purchase. Our acquisition solutions can be tailored to meet the specific financial and strategic needs of your organization. If you would like to learn more, please reach out to your sales representative.

Page 3 of 9 Page 597 of 853



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

Cardiohelp Bundle

Quote Line Items

Part Number	Description	Qty	Unit List Price	Unit Contract Price	Unit Discounted Price	Extended Discounted Price
LUS-CARDIOHELPBUND	Cardiohelp & Sprinter Cart Bundle	4				
701072780	CARDIOHELP-i	4				
	Description: CARDIOHELP-i incl. Emergency Drive, I	Flow-/bubble	sensor, Venous Probe, Co	nnection cable disposab	ole	
701054184	SPRINTER CART XL	4				
	Description: SPRINTER CART XL Base unit					
701053386	Top shelf kit for Cardiohelp (XL)	4				
	Description: TOP SHELF KIT FOR CARDIOHELP (S	PRINTER C	ART XL)			
701054144	Drawer slide for hyperthermia devices	4				
	Description: SHELF KIT FOR HYPERTHERMIA DEV	ICES (SPR	INTER CART XL)			
701033599	INFUSION POLE	4				
	Description: Old Material Number: 1033599					
701040809	GAS BOTTLE HOLDER	4				
	Description: Old Material Number: 1040809					
701048006	CARDIOHELP Emergency Drive Holder, Mast	4				
	Description: CARDIOHELP Emergency Drive holder for mast system					



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

701052902 70105.2902#CARDIOHELP Country

Kit EnglUS

4

Description:

CARDIOHELP Country Kit English US incl. User's manual and Power supply cord

Total Price: \$496,800.00



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

Blender

Quote Line Items

Part Number	Description	Qty	Unit List Price	Unit Contract Price	Unit Discounted Price	Extended Discounted Price
701010888	Air/Oxygen gas mixer "SGB 20-232"	4				
	Description: Old Material Number: 0510119					
				Total I	Price:	\$ 17,761.32

Page 6 of 9 Page 600 of 853



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

HLS Sets Quote Line Items

Part Number	Description	Qty	Unit List Price	Unit Contract Price	Unit Discounted Price	Extended Discounted Price
701069078	BEQ-HLS 7050 USA #SHLS Set Advanced 7.0	8				
	Description: This replaces part # 701052794					
				Total P	rice:	\$ 97,232.00

Page 7 of 9 Page 601 of 853



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA / 128130 1800 W CHARLESTON BLVD, LAS VEGAS, Nevada 89102

Quote Number: 000318100.1 11/20/2023

Page 8 of 9 Page 602 of 853

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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 <u>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)</u> (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 T	ype (Please selec	t one)								
□ Sole]Partnership	хL	imited Liability mpany] Corporation	☐ Tru	st	☐ Non-Profit Organization		☐ Other	
Business Designa	tion Group (Pleas	se sel	ect all that apply)							I
☐ MBE	□WBE		SBE		☐ PBE			☐ VET		OVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	i	Small Business Enterprise		Physically Cha Business Ente			Veteran Owned Business	_	abled Veteran ned Business	Emerging Small Business
Number of Cl	Number of Clark County Nevada Residents Employed:										
Corporate/Busine	ss Entity Name:	Ge	tinge USA Sales L	LC							
(Include d.b.a., if a	pplicable)										
Street Address:		1	Geoffrey Way				We	ebsite: https://www.g	etinge.	com/us/	
City, State and Zip	Code:	W	ayne, NJ 074	70				C Name:	S@aet	inge.com	
Telephone No:		88	88-943-8872					x No:	- O 3		
Nevada Local Stre	et Address:		0 0 10 0012				We	ebsite:			
(If different from a	bove)										
City, State and Zi	p Code:						Loc	Local Fax No:			
Local Telephone I	lo:						Local POC Name: Email:				
All entities, with the financial interest in the					ınizations, must l	list the na	ames	of individuals holding i	nore th	an five percent (5%	6) ownership or
Publicly-traded en	ities and non-pro	fit or	ganizations shall	list				Directors in lieu of			individuals with
Entities include all b	ousiness association	ns orga	anized under or gov	/ern	ned by Title 7 of	the Neva	da R	ends to the applicant an Revised Statutes, includi as, and professional corp	ng but	not limited to priva	te corporations,
ciose corporations, i	Full Name	IIIIII	u nability companies	s, po	artiferships, iiriite	Title	isnip	os, and professional corp	oralioi	s. % Owned	ı
DataScope Corp										lot required for Pub orations/Non-profit	
DataScope Corp				N/A	A				100%		
			 _								
This section is not	required for public	ly-tra	ded corporations.	Arc	e you a publicly	-traded o	corpo	oration?		No	
	ual members, partn r appointed/elected			invo	olved in the busir	ness entit	y, a l	University Medical Cent	er of So	outhern Nevada full	-time
☐ Yes								ern Nevada employee(s contracts, which are not			
								tic partner, child, parent I-time employee(s), or a			
Yes x No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)											
I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form											
Vuan E. M	Palini				Vivian E.	Mari	ni				
ECDE9BA326B7403 Signature					Print Name						
Senior Mana	ger, Commerc	ial	Support		1/2/2024						
Title				•	Date						

DISCLOSURE OF RELATIONSHIP

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

Signature

Print Name

Authorized Department Representative

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
OWNERFRINGIFAL	AND JOB TITLE	LIMITEOTEE/OTTICIAL	DEFARIMENT
* UMC employee means an	employee of University Medica	al Center of Southern Nevada	
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	lationship by marriage.	
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registered	d Domestic Partners – Childrer	n – Parents – In-laws (first deg	ree)
Brothers/Sisters – H.	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)
For UMC Use Only:			
If any Disclosure of Relationship is r	noted above, please complete the follo	owing:	
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in the co	ontracting/selection process for this pa	articular agenda item?
☐ Yes ☐ No Is the UMC emplo	oyee(s) noted above involved in any w	yay with the business in performance of	of the contract?
Notes/Comments:			

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, 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 Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000714200 Funded Pgm/Grant: N/A

Description: Permanent Placement Services for Radiologists Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services

Term: 2 years from Effective Date

Amount: NTE \$550,000

Out Clause: Upon notice w/o cause

BACKGROUND:

This request is to enter into a new Agreement for Contingent Permanent Placement with Optimum Healthcare Solutions, LLC ("Optimum") for recruitment of qualified physicians and/or advanced practitioners. UMC intends to utilize this Agreement in its recruitment of Radiologists. UMC will compensate Optimum a placement fee of 16% of a candidate's first year salary for every candidate referred that becomes employed. The Agreement includes a guarantee of 90 days of employment or UMC receives a refund of the placement fee or credit towards a replacement candidate.

The Agreement is for a term of two (2) years from the effective date, unless terminated with written notice. Staff also requests authorization for the Hospital CEO to execute extension options and amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

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

Cleared for Agenda February 28, 2024

Agenda Item #

18

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.



CONTINGENT PERMANENT PLACEMENT AGREEMENT

This Contingent Permanent Placement Agreement ("Agreement") is made and entered into by and between **Optimum Healthcare Solutions**, **LLC** ("Optimum"), located at 22 Roulston Road, Windham, New Hampshire 03087, and **University Medical Center of Southern Nevada** ("Client" or "UMC"), located at **1800 W. Charleston Blvd, Las Vegas, NV 89102** as of the last date signed below (the "Effective Date").

- 1. Optimum Responsibilities: Optimum shall extend its best efforts to identify and recruit qualified physicians and/or advanced practitioners (each a "Candidate") for employment by Client who satisfies the criteria as established by Client. This includes screening, interviewing and presenting those Candidates that are interested in the Client's position as well as assisting with the planning, coordination and follow up of all Candidate site visits.
- 2. Client Responsibilities: Client shall provide Optimum with recruitment specifications and general contract terms. Client shall notify Optimum in writing within ten (10) business days of initial presentation of Candidate by Optimum if Candidate is already known to Client, otherwise Candidate shall be conclusively presumed to have been introduced by Optimum. Client shall assume financial responsibility for the travel and recruitment expenses for all Candidate visits (with prior written approval by Client and with compliance with Client's travel policy). Client shall provide timely feedback to Optimum regarding Candidate on-site visits and the status of contract negotiations. Employment negotiations will be between Client and Candidate and all offers of employment will be tendered to Candidate directly. Client is responsible for reference checks, employment verifications, license verifications, reviewing credentials, and any other employment related verifications and documentation required by Client to employ Candidate.
- 3. Fee: In consideration of such recruitment efforts, Client shall pay to Optimum a placement fee of 16% of each Candidates first years annual salary ("Placement Fee") for every Candidate referred by Optimum that becomes employed by or independently contracted with Client or any other facility for which Client is recruiting excepting Excluded Candidates. One hundred percent of the Placement Fee is due net thirty receipt of invoice issued by Optimum following the first date of Candidate's employment. Client shall send Optimum a copy of the Candidate's offer letter confirming the Candidate's start date and Candidate's first year's annual salary. Additionally, should a Candidate except for Excluded Candidates presented for consideration by Optimum be recruited by Client or any other facility for which Client is recruiting for employment within one year of the date of the initial presentment, the entire Placement Fee shall be due and payable to Optimum. Invoices are due and payable net thirty (30) days of receipt. Excluded Candidate means a Candidate (i) identified from another source such as another referral or recruitment agency; (ii) known to Client prior to the Effective Date (iii) responding to general advertisements, job fairs, or public solicitations prior to Optimum submitting Candidate; or (iv) submitting unsolicited resumes or applications for employment.

Guarantee: Optimum shall warrant the Candidate's placement for a period of ninety (90) days



from Candidate's employment start date with Client. If the hired Candidate's employment is found unacceptable or terminated for any reason or the Candidate voluntarily leaves other than as a result of reorganization, elimination of position, takeover, or material change in job responsibility of Candidate within ninety (90) days from the start date, Optimum shall refund the Placement Fee paid or issue a credit for such amount in the event Optimum provides a replacement. Optimum will not be responsible for replacement candidates but will use reasonable efforts to provide additional candidates at Client's request. If payment is not received within 30 days of invoice date, the guarantee described in this Section 4 is considered void.

- **4. Termination**: The term of this Agreement shall remain in effect for a period of two (2) years from the Effective Date unless earlier terminated in accordance with the provisions herein or amended by the parties in writing. Either party may terminate this Agreement upon written notice to the other party. In the event the Agreement is terminated, all provisions of this Agreement shall remain in full force and effect with respect to Candidate referrals and fees owed.
- 5. BUDGET ACT AND FISCAL FUND OUT: In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Agreement between the parties shall not exceed those monies appropriated and approved by Client for the then current fiscal year under the Local Government Budget Act. The Agreement shall terminate and Client's obligations under it shall be extinguished at the end of any of Client's fiscal years in which Client'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 the Agreement. Client agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Agreement. In the event this Section is invoked, the Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Client of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
 - **6. Confidentiality:** All information, whether written or oral which is requested from or voluntarily furnished by Client shall be held in the strictest of confidence and used only for the purposes specified in this Agreement.
 - 7. Public Records Act. Optimum acknowledges that Client is public county-owned Client which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If Client receives a demand for the disclosure of any information related to this Agreement which Optimum has claimed to be confidential and proprietary, such as Optimum's pricing, programs, services, business practices or procedures, Client will immediately notify Optimum of such demand and Optimum shall immediately notify Client of its intention to seek injunctive relief in a Nevada court for a protective order or to provide a redacted version of the public record sought. Optimum shall indemnify and defend Client from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Optimum document in Client's custody and control in which Optimum claims to be confidential and proprietary.
 - **8.** Release and Indemnity: Client agrees that the decision to hire, retain or otherwise enter into a working arrangement with any candidate identified by Optimum is made at the sole discretion



- **9. Resolution of Disputes and Governing Law**: Any dispute whether in tort, contract or otherwise arising out of or relating to this Agreement in any way shall be governed exclusively by the law of the State of Nevada without giving effect to its conflict of law principles. Each Party consents to the exclusive jurisdiction of the state and federal courts of the State of Nevada for the resolution of all disputes related to or arising out of this Agreement. This provision shall survive the termination of this Agreement.
- **10. Entire Agreement**: This Agreement contains the entire agreement between Client and Optimum and supersedes any and all prior agreements, contracts, and understandings, written or oral, between the parties relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and signed both by Client and Optimum.

Counterparts: This Agreement may be executed in any number of counterparts, each of which, so executed, shall be deemed to be an original and such counterpart shall together constitute one in the same agreement.

- 11. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state and local laws, regulations and rules.
- 12. PUBLIC LAW: In compliance with 42 USC 1935x (v)(1)(I), for a period of four years after the furnishing of the supplies, services, and/or equipment covered by this Agreement, OPTIMUM or any sub-contractor under this Agreement agree to make available to the Secretary of Health and Human Services, books, documents and records which relate to the cost of the items provided under this contract. This public law affects those sellers who anticipate our annual purchases to be \$10,000.00 or more.
- 13. NON-EXCLUDED HEALTHCARE PROVIDER: OPTIMUM represents and warrants to Customer that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of goods or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide goods or services hereunder. OPTIMUM represents and warrants to Customer that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such OPTIMUM or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide goods or services under the Agreement.
- **14.** PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: OPTIMUM acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to OPTIMUM's actions pertaining to this contract.
- **15.** COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT: OPTIMUM shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract. A breach of the



contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

- 16. Insurance. Optimum agrees to maintain appropriate general, and blanket contractual liability insurance for its operations in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate during the term of this Agreement. Optimum agrees to maintain workers compensation insurance within statutory limits during the term of this Agreement. Optimum shall provide a certificate of insurance to Client evidencing such coverages. Client is owned and operated by Clark County pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes. Clark County is a political subdivision of the State of Nevada. As such, Clark County and Client are protected by the limited waiver of sovereign immunity in Chapter 41 of the Nevada Revised Statutes. Client is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Client will provide Optimum with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.
 - 17. Waiver. The failure of either party to enforce the strict terms of this Agreement shall not constitute a waiver of these terms.
 - 18. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient: (a) when delivered personally; (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery; or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to the parties at the addresses set forth above or at any other address designated by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

OPTIMUM:DocuSigned	by: CLIENT:	
By:	By:	
Name: _Heather Croke	Name:	
Title:CPO	Title:	
Date:2/15/2024	9:26 AM EST Date:	

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
 - In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity 1	ype (Please sele	ct one									
☐ Sole Proprietorship	Partnership		imited Liability mpany		Corporation	☐ Trus	st	☐ Non-Profit ☐ Other			
Business Design	ation Group (Plea	se sel	ect all that apply)							
□ МВЕ	☐ WBE		□SBE□PBE□		☐ VET	□DVET □ ESB		☐ ESB			
Minority Business Enterprise Women-Owned Business Enterprise		d	Small Business Enterprise		Physically Challenged Business Enterprise			Veteran Owned Business	Disabled Veteran Owned Business Emerging Small Business		Emerging Small Business
Number of Clark County Nevada Residents Employed: 0											
Corporate/Busine	ss Entity Name:	Ор	otimum Healthcare Solutions, LLC								
(Include d.b.a., if	applicable)										
Street Address:		22	Roulston Road		Webs		ebsite:www.medicushcs.com				
City, State and Zi	p Code:	Wi	Windham, NH 03087				C Name: Harris Browe		ı.com		
Telephone No:		601					(No:				
		*		_							
Nevada Local Str		N/A	A				vve	bsite:			
(If different from											
City, State and Z	ip Code:							ocal Fax No:			
Local Telephone	No:							ocal POC Name: mail:			
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)			licly Traded
BPOC, Peter Magas			_ Partner					28%			
Hawthorne Holdings, Joseph Matarese						==: ==:	38.3%				
This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?											
Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?											
Yes X No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)											
Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?											
Yes X No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)											
I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.											
ioin.	1				Steven Armstro	ong	Λ				
Signature	gnature Print Name										
	chief Financial Officer February 15, 2024										
Title CFO					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						
"To the second degree of follows: • Spouse – Registere	ship by blood. "Affinity" is a reconsanguinity" applies to the ed Domestic Partners – Childre Half-Brothers/Half-Sisters – Gra	candidate's first and second en – Parents – In-laws (first de				
For UMC Use Only:						
· · · · · · · · · · · · · · · · · · ·	noted above, please complete the fol					
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 emp	ployee(s) noted above involved in any	way with the business in performance	e of the contract?			
Notes/Comments:						
Signature						
Print Name Authorized Department Represent	tative					

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue: Professional Services Agreement with Meena P. Vohra, M.D. dba Las
Vegas Pediatric Critical Care Associates

Petitioner: Mason Van Houweling, Chief Executive Officer

Clerk Ref. #

Recommendation:

That the Governing Board approve and authorize the Chief Executive Officer to sign the Professional Services Agreement with Meena P. Vohra, M.D. dba Las Vegas Pediatric Critical Care Associates; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000861000 Funded Pgm/Grant: N/A

Description: Pediatric Critical Care Services

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

Term: 03/01/2024 - 02/28/2029

Amount: Professional Services - \$2,140,600 annual Medical Directorship - NTE \$17,200 annual

Out Clause: 365 days w/o cause

BACKGROUND:

This request is to enter into a new Professional Services Agreement ("Agreement") for Clinical Services with Meena P. Vohra, M.D. dba Las Vegas Pediatric Critical Care Associates ("Provider"). Provider will provide full-time pediatric critical care service coverage to patients within UMC's pediatric trauma and emergency departments, to include examination, assessment, diagnosis, medical intervention, and follow-up inpatient care in a professional manner in the best interest of patients and in accordance with community standards. Provider will also provide clinical services for pediatric sedation for inpatients and outpatients, on a scheduled basis.

UMC will compensate Provider \$2,140,600 per year for professional services and \$17,200 per year for medical directorship for five (5) years from March 1, 2024 through February 28, 2029, unless terminated with a 365-day written notice to the other.

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

Provider currently holds a Clark County business license.

Cleared for Agenda February 28, 2024

Agenda Item #

19

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

PROFESSIONAL SERVICES AGREEMENT (Clinical Services)

This Agreement, made and entered into this ____ day of February, 2024, 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 Meena P. Vohra, M.D. dba Las Vegas Pediatric Critical Care Associates (hereinafter referred to as "Provider"), engaged in the practice of medicine specializing in Pediatric Critical Care Services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 1800 W. Charleston Blvd, Las Vegas, NV 89102 (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of a Pediatric Critical Care department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Provider desires to contract for and provide for said Services in connection with the operation of the Department, as more specifically described herein; and

WHEREAS, Provider and Hospital have been operating under the terms of their previous Professional Services Agreement (Clinical Services), dated January 30, 2019, which terms and conditions, including conditions regarding compensation, remain in full force and effect until March 1, 2024, the Effective Date of this Agreement.

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

I. DEFINITIONS

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

- 1.1 <u>Allied Health Providers</u>. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.
- 1.2 <u>Department</u>. Unless the context requires otherwise, Department refers to Hospital's Pediatric Critical Care Unit.
- 1.3 <u>Medical Staff</u>. The Medical and Dental Staff of University Medical Center of Southern Nevada.

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- 1.4 <u>Medical Director</u>. The Medical Director performs certain administrative services in coordination with the Hospital. Among other duties assigned to the Medical Director, she shall be responsible for scheduling the call coverage services detailed in this Agreement. Meena P. Vohra has been designated as the Medical Director. Provider may, from time to time, assign a designee under the provider's supervision to fulfill the duties if necessary with acceptance by Hospital.
- 1.5 <u>Member Physicians</u>. Physician(s) mutually appointed by Provider and Hospital (as listed on <u>Exhibit A-1</u> and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.
- 1.5 <u>Services</u>. Clinical services in the specialty of pediatric critical care performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including the delivery to the Department and the Hospital certain Services to Hospital's inpatients, 24 hours per day/seven days per week, as further described herein.

II. PROVIDER'S OBLIGATIONS

- 2.1 <u>Department Coverage for Services</u>. Provider, by and through its Member Physicians, shall deliver to the Department the following Services:
 - a. Provide full-time 24/7/365 pediatric critical care service coverage to patients within the Department, to include examination, assessment, diagnosis, medical intervention, follow-up inpatient care in a professional manner in the best interest of patients and in accordance with community standards, includes clinical services for pediatric sedation for inpatients and outpatients, on a scheduled basis, as indicated on Exhibit A, to support the needs of the Hospital;
 - b. Provider shall conduct and professionally staff the Service at the levels indicated on Exhibit A so that Hospital, its Medical Staff, and Unassigned patients shall at all times have adequate Department coverage. Provider shall render and supervise Department Services;
 - c. Accept any and all patients appropriately admitted for pediatric critical care service to the Department from the pediatric emergency department, trauma Page 619 of 853 service, accepted transfer from other hospitals, and patients from Hospital's Quick Care and Primary Care facilities;
 - d. Respond to in-house pediatric critical care emergencies in Department to provide professional services in the best interest of the hospital's patients with all due diligence;

- e. Provide pediatric critical care consults and related care to patients as reasonably requested by Hospital or private attending physicians subject to time response rates set forth in the Hospital bylaws, as may be amended from time to time;
- f. Educate physicians on new protocols and programs to improve patient outcomes, quality, and throughput;
- g. Cooperate with Hospital to provide formal and informal staff training programs as deemed necessary for the professional staff training and continuing medical education of its Medical Staff;
- h. Work with Hospital to develop and administer Hospital's care pathways and enhance such pathways based upon Member Physicians' clinical experience;
- Ensure clinical effectiveness by providing direction and supervision for pediatric critical care in accordance with the standards and recommendations of The Joint Commission and the Medical Staff Bylaws and related manuals, and any policies and procedures of applicable third party payors, as may then be in effect;
- j. Assist the Hospital to meet or exceed National Standards established by the Children's Hospital Association (CHA);
- k. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- 1. Provide exclusive primary as well as consultative assessment interpretations and documentation of care given to all pediatric critical care patients. The Provider, including Member Physicians, shall exclusively provide all pediatric critical care and sedation services required in the Hospital; and
- m. Such other Services, as more specifically described on <u>Exhibit A</u>, attached hereto and incorporated herein by reference.
- 2.2 <u>Medical Directorship</u>. During the Term, in addition to the Services provided by a Member Physician, the designated Medical Director shall provide the following administrative services (the "Medical Directorship Services"):
 - a. Oversee and supervise, as the Medical Director, the overall pediatric critical care program for the Children's Hospital of Nevada at UMC and as the Medical Director of the Children's Hospital of Nevada at UMC, other programs at the Children's Hospital of Nevada at UMC, and perform all

- administrative, supervisory and education functions in relation to the operation of the Services, as required from time-to-time by the Hospital's CEO, or his/her designee;
- b. Contribute to a positive relationship among Hospital's administration, the Medical Staff and the community;
- Promote the growth and development of the Department in conjunction with the Hospital with special emphasis on expanding diagnostic and therapeutic services;
- d. Inform the Medical Staff of new equipment and applications;
- e. Recommend innovative changes directed toward improved patient services;
- f. Support developing and implementing guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- g. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- h. Represent the Department on the Medical Staff committees and at Hospital department meetings as the need arises;
- Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken and using established Hospital mechanisms for appropriate follow up;
- Assess and recommend to Hospital administration and to the Department the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
- k. Provide for the education of Medical Staff and Hospital personnel in a defined organized structure as the need presents itself;

 Page 621 of 853
- Assist Hospital in the appeal of any denial of payment of Hospital charges; and
- m. Perform such other administrative duties as necessary to the Department as assigned.

Medical Director shall be required to submit monthly time records which details with reasonable specificity the time spent performing the Medical Directorship Services as further described in Section 5.3.

2.3 Medical Staff Appointment.

- Member Physicians employed or contracted by Provider shall at all times a. hereunder, be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.6 below. In the event Provider replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
- b. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of services under this Agreement.
- c. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

2.4 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

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

- iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
- v. is not restricted under any third party agreement from performing the obligations under this Agreement;
- vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder;
- vii. will comply with the standards of performance, attached hereto as <u>Exhibit B</u> and incorporated by reference.
- b. Provider, on behalf of each of Provider's Member Physicians, represents and warrants that he or she:
 - i. is Board Certified or Board Eligible as per medical staff policies;
 - ii. possesses an active license to practice medicine from the State of Nevada which is in good standing; iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada

Board of Pharmacy registration; iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;

- v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
- ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- x. will comply with the standards of performance, attached hereto as

 Exhibit B and incorporated by reference.

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2.5 <u>Notification Requirements</u>. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within five (5) business days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this

Agreement. Hospital shall, in its discretion, have the right to terminate this

Agreement if Provider fails to notify the Hospital of such a breach and/or fails to remove any Member Physician that fails to meet any of the requirements in this Agreement, per the terms of paragraph 6.3.

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

2.7 Industrial Insurance.

- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
- b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.
- 2.8 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.
- 2.9 <u>Provider Personal Expenses</u>. Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

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2.10 Maintenance of Records.

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

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

2.11 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation,

 Page 625 of 853 certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

2.12 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at

Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as amended from time to time, incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

- 3.1 Space, Equipment and Supplies.
 - a. Hospital shall furnish to Provider and make available during the term of the Agreement such equipment for hospital use (including pagers, cellular phones, computers, printers/copiers/fax, telephone), expendable supplies, and services as determined by Provider and the Hospital to be required for the proper operation and conduct of the Department.
 - b. Hospital shall use its best effort to keep and maintain said equipment in good order and repair. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
 - c. Hospital shall provide space within the Hospital as deemed necessary by the Provider and the Hospital to meet the clinical and administrative obligations of the program for the Department.
- 3.2 <u>Hospital Services</u>. Hospital shall, at its expense, furnish the Medical Director with ordinary janitorial service, in-house messenger service and telephone service as may be required by the administrative duties of the Medical Director. Hospital shall also provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing.
- Non-Physician Personnel. Other than Member Physicians and Allied Health Providers, all non-physician personnel required for the proper operation of the Department shall be employed or assigned by Hospital. The salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character incident to the employment of non-physician personnel and other benefits shall be, and remain, the responsibility and obligation of the Hospital consistent with its personnel and other Hospital policies. The recruitment, hiring and/or termination of such personnel, the character of their work, and their hours of employment shall be established by the Hospital, with consultation of the Provider, and the decision of the Hospital shall be final. The Hospital shall provide an administrative manager of the Department and secretarial support for the Medical Director's administrative duties as Medical Director of the Children's Hospital of Nevada at UMC. Notwithstanding the foregoing, the administrative

services referenced in this Section 3.3 are not provided by Hospital to Provider or any Member Physician personally, but are provided for the administrative needs of the Department and based upon the requirements of the Hospital.

IV. BILLING

- direct Billing. Except as otherwise specifically provided herein, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall provide within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 <u>Fees</u>. Fees will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
- 4.3 <u>Third Party Payors</u>. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.
- 4.4 <u>Compliance</u>. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of nongovernmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
 - a. To use its best efforts to ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
 - b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any items or services that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's Page 627 of 853 facilities; and
 - c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 <u>Compensation for Professional Services</u>. During the Term, and subject to Section 7.5 below, Hospital will compensate Provider for the Services, monthly payments in the amount of \$178,383.33, for an annual amount of \$2,140,600. Payment shall be made on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's Services.
- 5.2 <u>Compensation for Medical Directorship Services</u>. As compensation for the Medical Directorship Services as described in Section 2.3, the Provider shall be entitled to an hourly compensation of \$215 per hour for up to eighty (80) hours per month, as documented and verified pursuant to accurate and complete time records submitted by the Medical Director.
- Time Studies/Payment. Provider shall record in hourly increments Member Physicians' time spent on the various responsibilities for the Medical Directorship Services on a monthly basis, and via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time. Provider shall submit such time studies to Hospital's Fiscal Services Department by the twelfth (12th) of each month for the preceding month. Failure to submit the required time study by the twelfth (12th) of each month will delay that month's payment until the time study is received. Provider will be paid on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following business day for the previous month's Medical Directorship Services.
- 5.4 <u>Fair Market Value</u>. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services, and the Medical Directorship Services, provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 <u>Term of Agreement</u>. This Agreement shall become effective on March 1, 2024, and shall remain in effect through February 28, 2029, unless terminated earlier in accordance with this Agreement.
- 6.2. <u>Modifications</u>. Within five (5) business days, Provider shall notify Hospital in writing of:

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- a. Any change of address of Provider;
- b. Any change in membership or ownership of Provider's group or professional corporation;
- c. Any action against the license of any of Provider's Member Physicians;

- d. Any action commenced against Provider which could materially affect this Agreement; or
- e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of Provider from participation in any federal health care program;
- b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - 1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder; or
 - 2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff; or
 - 3. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
 - 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital; or

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

- c. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
 - 1. The exclusion of Hospital from participation in a federal health care program; or
 - 2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
 - 3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
 - 4. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 - 5. Breach of any material term or condition of this Agreement.
- 6.4 <u>Termination Without Cause</u>. Either party may terminate this Agreement, without cause, upon three hundred sixty-five (365) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

VII. MISCELLANEOUS

Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of Page 630 of 853 this

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

- 7.2 <u>Amendments</u>. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 <u>Assignment/Binding on Successors</u>. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 7.4 <u>Authority to Execute</u>. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 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 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.
- 7.6 <u>Captions/Gender/Number</u>. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 7.7 Confidential Records. All medical records, histories, charts and other informationage 631 of 853 regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

- 7.8 <u>Corporate Compliance</u>. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 7.9 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

7.10 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment 1.
- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program. Provider is expected to notify Hospital as soon as reasonably possible of any actions by a workforce member which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

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- 7.11 <u>Federal, State, Local Laws.</u> Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 <u>Financial Obligation</u>. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 <u>Force Majeure</u>. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.14 <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.15 <u>Indemnification</u>. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 7.16 <u>Interpretation</u>. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsperson thereof shall not apply to any provision of this Agreement.
- 7.17 <u>Non-Discrimination</u>. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received fourteen (14) business days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

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To Hospital:

Chief Executive Officer

University Medical Center of Southern Nevada

1800 West Charleston Boulevard

Las Vegas, Nevada 89102

To Provider:

Las Vegas Pediatric Critical Care Associates

PO Box 371540 Las Vegas, Nevada 89137

- 7.19 <u>Publicity</u>. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.
- 7.21 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 7.22 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 7.23 <u>Waiver</u>. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 7.24 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any: None

[SIGNATURE PAGE TO FOLLOW]

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

Provider:	Hospital:	
Las Vegas Pediatric Critical Care Associates	University Medical Center of Southern Nevada	Page 634 of 853
By: Mholine	By:	
Meena P. Vohra, M.D.	Mason VanHouweling	

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EXHIBIT A Professional Medical Services

Provider, by and through its Member Physicians, shall provide all Services, as specifically set forth in Section 2.1 of the Agreement and in this <u>Exhibit A</u>, and which are further described below, in accordance with the following requirements:

Services/Coverage Requirements:

- 1. Unless concurrent critical care needs exist, provide on-site response calls as stipulated in Hospital Policy #MS1-111, On Call Physician Policy and the Medical Staff Bylaws.
- 2. Ensure that one physician is on site at Hospital at all times to respond to pediatric critical care emergencies, on a 24/7/365 basis.
- 3. Carry pagers, cell phones, or other hospital required communication devices while on-site and respond to emergent, routine and any on-call requests as required in Hospital Policy #MS1-111, On Call Physician Policy and the Medical Staff Bylaws.
- 4. Provide adequate physician coverage required to meet this Agreement, which has been determined to be a minimum of 7.0 full time equivalent (FTE) MD/DOs.
- 5. Staffing of Hospital's Pediatric Critical Care Department for all pediatric critical care inpatients and Pediatric Sedation department for all scheduled pediatric inpatients and outpatients.
- 6. Staffing of Pediatric Sedation will be mutually agreed upon between Provider and Hospital, and is expected to be based around normal business hours, such as MondayFriday, 7:30 a.m 3:30 p.m.
- 7. Daily rounds in Hospital's Pediatric Critical Care Department.
- 8. Administration and oversight of pediatric sedation, per Hospital policy and procedures.

Performance Measures:

- 1. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- 2. Coordinate and integrate clinically related Department activities both inter and intra departmentally within Hospital and its affiliated clinics;
- 3. Promote the growth and development of the Department in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;

4. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;

5. Represent the Department on Hospital's medical staff committees and at Hospital department meetings as the need arises and according to medical staff bylaws

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Patient Safety and Quality:

- 1. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;
- 2. Support all National Patient Safety Goals and work to continually improve patient care and safety.

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

1800 W. Charleston Blvd Las Vegas, NV 89102

Member Physicians and Allied Health Providers (if any): See Exhibit A-1

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EXHIBIT A-1

Provider's Member Physicians

Dugan, Mark, M.D.
Saqueton, Consolacion, M.D.
Vohra, Meena P., M.D.
Prashant Jha, M.D.
Mais Yacoub, M.D.
Allison Patten, M.D.
Emily Davies, M.D.

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EXHIBIT B STANDARDS OF PERFORMANCE

The Provider shall ensure that all Member Physicians comply with the following standards of performance:

- a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, Provider and her employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.
- e. Provider shall be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol).
- f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.
- g. Provider shall perform appropriate clinical documentation.

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h. Member Physicians shall provide medical services to all Department patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not

limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

- Provider and all Member Physicians shall comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Provider by Hospital.
 Specifically, Provider and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures.
- j. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.
- k. The parties recognize that as a result of Hospital's patient mix, Hospital has been required to contract with various groups of physicians to provide on call coverage for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law").
- 1. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member Physicians will ensure medical records and appropriate documentation are completed in a timely manner per Hospital policy and such other information necessary to facilitate appropriate post-discharge care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

- m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by Provider pursuant to this Agreement.
- n. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- o. Provider shall work with hospital to improve the HCAHPS surveys applicable to Provider. Action items/corrections must be completed in mutually agreed upon and reasonable timeframes.
- p. Provider shall ensure that all medical record charts will be completed and signed as follows: 1) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical and Dental Staff Bylaws, 2) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The 30 days is inclusive of all signatures including any residents and the attending physician.
- q. Upon request from the Hospital, the Provider shall provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards, at a minimum, the following: (i) encounters, (ii) encounters per day, (iii) average staffed hours per day, (iv) frequently used procedure codes, (v) payor mix. Additional statistics may be reasonably requested by Hospital Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with the Provider.
- r. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.
- s. Provider shall participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as appropriate.

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ATTACHMENT 1 NOTICE OF FALSE CLAIMS AND STATEMENTS

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

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

Federal False Claims Act

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

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

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

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

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

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

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

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Nevada State False Claims Act

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

• presents or causes to be presented a false claim for payment or approval;

- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim:
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered
 to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

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

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

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

Non-Retaliation/Whistleblower Protections

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

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

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

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Reporting Concerns Regarding Fraud, Waste, Abuse and False Claims

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

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

DISCLOSURE OF RELATIONSHIP

	(Physician Servic	e Contracts)				
Corporate/Business Entity Name:	Meena P. Vohra, MD, PC					
(Include d.b.a., if applicable)	Las Vegas Pediatric Critical Care Associates					
Street Address:	PO Box 371540					
City, State and Zip Code:	Las Vegas, NV 89137-1540					
Telephone No:	(702) 205-9834					
Point of Contact Name:	Meena P. Vohra, MD					
Email:	meena.vohra@umcsn.com, drm	nvohra@aol.com				
to the Hospital, or otherwise do	es a family member) have an own oes business with the Hospital? f yes, complete following.)	ership interest in any co	ompany that prov	vides goods or service	s	
Name of Person (self or family member)	Name of Company	Percent of Ownership		vices Provided by Company		
1.		· ·		, ,		
2.						
3.			y. — — — — — — — — — — — — — — — — — — —			
A2004						
(Use additional sheets as nece	essary)					
	yes, complete following.)	Describe the Com	nensation	Dollar Value of		
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INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Physician Services Contracts)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

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 UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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.

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.

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.

Policy

It is the policy of University Medical Center of Southern Nevada (UMC) Medical Staff that all staff members granted membership and/or privileges including those providing contracted services to the organization shall act in good faith to fulfill their responsibilities. In order to achieve this goal, all staff members and practitioners shall voluntarily fully and openly disclose any actual or potential conflict of interest at the time they arise in the course of providing or directing patient care, conducting the affairs of the organization, or providing services to the organization.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

"Material financial interest" means

- · An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- · An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

"Family member" means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

"Ownership" includes ownership through sole proprietorships, stock, stock options, partnership or limited partnership shares, and limited liability company memberships.

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"Personal interests" mean those interests that arise out of a member's personal activities or the activities of a family member.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Report of an Emergency Contract Action for Chilled Water Line Repair	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board approve the report on the emergency repairs of a chilled water line repair; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund #: 5430.011 Fund Name: UMC Operating Fund

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

Amount: \$312,822.25 chilled water line repair Description: Report of Emergency Contract Actions

BACKGROUND:

On December 22, 2023, a primary chilled water line ruptured under the walk way that connects Trauma to the main campus. The rupture resulted in the campus losing all of its chilled water supply disrupting HVAC cooling for the main campus, as well as lifting the asphalt near the Adult ED ambulance parking area. Clark Welding & Fabricating was called out immediately to address the leak and loss of cooling. A rental chiller, generator and fuel service was obtained to return chilled water service to the North East Building while corrections were being completed. The repair of the chilled water main leak and rental chiller resulted in a cost to UMC of \$312,822.25.

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

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

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

This report was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item #

20

CWF 3019 SHERIDAN ST Las Vegas, NV 89102 7026785111



Bill To University Medical Center of Southern NV 1800 W Charleston Bivd Las Vegas, NV 89102

www.clarkwf.com NV C1A Lic. 0081463 NV C21 Lic. 0083749 AZ C-4 Lic. ROC 344578

Invoice No.

010324-2

Service Location

Invoice For

ER 10" Chilled water line repair

Emergency Service Call Job #32570329 (12/22/2023)

Transaction Date

1/3/2024

Due Date

2/2/2024 (Net 30)

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

Notes

ER Chiller install on 12/22/23. CWF mobilized due to watermain rupture lifting asphalt in parking lot. Loss of chilled water to hospital. CWF saw cut asphalt, vac trucked to water main, exposed piping, found leak coming from under building inside of casing. At that point, called for rental chiller, Performed taps on supply and return chilled water lines. Saw cut building 16X16" hole. Set up rental chiller, generator and fuel service for 28-day rental. Performed start up, bled air from system, verified return and supply temps from chiller and building. Rental price is good until 01/18/24. Chiller must be removed by 01/18/24.

GRAND TOTAL \$312,822.25

Terms & Conditions

Please contact Jennifer at (702) 678-5111 with any questions regarding this invoice.

A 4% charge will be added to any Credit Card transactions.

Customer shall make payment in full within 30 Days of the date of invoice, unless otherwise stipulated. A late payment finance charge of 1.5% on the unpaid, past due balance, will be assessed monthly, until paid in full. For any returned checks, due to any reason, a 3% Bounced Check Charge of the entire amount, will be invoiced immediately and will be due upon receipt.

CWF does not charge sales tax outside of the State of Nevada.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA SERVICES AGREEMENT

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

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

By: Mason (In Houseling	1/5/2024
MASON VAN HOUWELING	DATE
Chief Executive Officer	
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102	
company: By: Cenuily () ()	01/04/2024
Jennifer Clark	DATE
Title: CFO ()	
Address: 3019 Sheridan St, Las Vegas, NV 89102	

Terms and Conditions

1. TERM. The term of this Agreement shall commence on the date of last signature by the Parties below (the "Effective Date") and shall continue for a term of one year or Project completion, whichever occurs sooner (the "Term").

2. COMPENSATION, HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (please refer to Proposal) for the fixed not-to-exceed fee of \$312,822,25 Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice/progress bill that has been reviewed and approved by HOSPITAL. HOSPITAL may subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY. Invoices/progress bills shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

RESPONSIBILITY OF COMPANY. COMPANY shall follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to facility access, onboarding, and other similar activities, including HOSPITAL's Vendor Access Roles and Responsibilities Policy, as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products. COMPANY shall take all reasonable precautions for the safety of all personnel on-site employees on the Project and all other persons who may be affected thereby. COMPANY shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Project, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Project and before final payment is made, COMPANY shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Project to the satisfaction of HOSPITAL in accordance with all applicable federal, state, and local laws, ordinances and codes. COMPANY shall leave the premises and Work site in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, HOSPITAL may satisfy the requirements of this Section at COMPANY's expense.

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

5. EQUIPMENT AND MATERIALS. COMPANY at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment age 650 transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Project in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, HOSPITAL shall not be responsible for any damages to persons or property as a result of the use, misuse or fallure of any Equipment used by COMPANY or its subcontractors, even if such Equipment is furnished, rented or loaned to COMPANY or its subcontractors by HOSPITAL.

6. TIME SCHEDULE. Time is of the essence of this Agreement. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

7. TERMINATION. This Agreement may also be terminated in whole or in part by HOSPITAL at any time for its convenience. This Agreement will terminate automatically if: (i) all or a substantial portion of COMPANY's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against COMPANY for relief under bankruptcy or similar laws and such

proceeding is not dismissed within sixty (60) days; (ii) COMPANY is adjudged bankrupt; or (iii) the provisions of NRS 338,130 are not complied with by COMPANY. Any failure or refusal to comply with any of the provisions of NRS 338,130 renders this Agreement void.

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

INSURANCE. COMPANY represents and warrants that it shall obtain and maintain during the term of this Agreement the following insurance coverages covering COMPANY for any and all claims of any nature which may in any manner arise out of or result from COMPANY's performance:

(i) a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive; (ii) commercial general liability limits of no less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate for bodily injury (including death), personal injury and property damages (must contain a primary and non-contributory clause and must contain a walver of subrogation endorsement); (iii) limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Agreement; and (iv) professional liability insurance in the amount of no less than \$1,000,000 aggregate. Fallure to adhere this section shall be deemed a material breach of contract. COMPANY shall provide a certificate to HOSPITAL upon request.

10. NOTICES. Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, or return receipt requested, at the addresses listed on page 1 of this agreement.

11. INDEMNITY. COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

12. GOVERNING LAW/VENUE. Nevada law shall govern the interpretation of this Agreement, Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. COMPANY shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this Agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference.

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

14. PROHIBITION AGAINST ISRAEL BOYCOTT. In accordance with Nevada Revised Statute 332,065, COMPANY certifies that it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

MISCELLANEOUS. COMPANY acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination, COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation. HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void. COMPANY shall preserve In strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement. All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party. COMPANY warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement. COMPANY covenants that it presently has no interest and that it will not age 651 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.

of 853

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Service Agreement with Stericycle, 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 Service Agreement with Stericycle, Inc. for Waste Disposal Services; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000846000 Funded Pgm/Grant: N/A

Description: Waste Disposal Services

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

Term: 60 months Amount: \$3,579,971.60

Out Clause: 60-days with early termination fee / Budget Act and Fiscal Fund Out

BACKGROUND:

This request is to enter into a new Service Agreement ("Agreement") with Stericycle, Inc. ("Stericycle") for sharps pharmaceutical waste, hazardous waste, and controlled substance disposal. Stericycle, Inc. will collect, transport, treat and dispose of all waste generated by UMC during the term of this Agreement. This Agreement will ensure that UMC is compliant with The Joint Commission Standards as well as EPA and DOT regulations.

UMC will compensate Stericycle \$3,579,971.60 for 60 months from the Effective date. Either party may terminate this Agreement with a 60-day written notice to the other.

This Agreement is being entered into pursuant to UMC's agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

This Agreement/Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item #

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HealthTrust - HPG 2621 Exhibit C-1, C-2, C-3b, C-4 Master Service Agreement

Customer Name Address 1	1800 W Charleston Bo	ter of Southern Nevada	Billing Attention Billing Name	Portia Ealy
Address 2	1000 W Charleston B	, are vara	Contact Phone #	702-765-7930
	Las Vegas, NV 89102		Contact Fax #	
Contact Title			Contact Email	
operated hospital cre 89102 (hereinafter re	ated by virtue of Chapter	r 450 of the Nevada Revi , and Stericycle, Inc., a D ois 60015 (hereinafter r	sed Statutes, 1800 W. Delaware corporation, referred to as "Stericy	outhern Nevada, a publicly owned and Charleston Blvd., Las Vegas, Nevada having a principal place of business at /cle").
		Services to be		I
Treatment and dis	ical Waste Disposal sposal of medical and ardous waste	✓ Sharps Dispose Comprehensive proact service with reusa	tive sharps disposal	Integrated Waste Stream Solutions All-encompassing on-site waste stream management services
Help characterize,	ical Waste Disposal segregate, transport and pharmaceutical waste	✓ Hazardous W Environmentally so solution for all hazard	ound and flexible	✓ Controlled Substance Disposal Full service solution for the proper disposal of controlled substances
property dispose of	=	referenced in Corresp		-
Agraement Effect	ive Date: March 1, 20		onumg Attachmen	its included herein.
This Waste Disposal 2018 (the "Purchasing The terms and provisic subject to and governed and the Purchasing Agr such terms in the Purch NOTE: This Agreeme Agreement. By signing below, I ack Each of Stericycle and	Agreement ("Agreement") is Agreement") between Healt ons of the Purchasing Agreed by the terms and provision eement, the terms of this Agrasing Agreement. nt contains obligations of removeledge that I am Custome	s entered into in connection hTrust Purchasing Group, Lement are incorporated into s of the Purchasing Agreement will control. Capit mutual indemnification between's authorized officer or aged by the terms and condition	with that certain PurchaP. ("HealthTrust") and this Agreement. The teent. In the event of a coalized terms not defined ween Stericycle and you ent and that I have the aut	asing Agreement, HPG-2621, dated July 1, Stericycle, Inc. ("Stericycle" or "Ven dor"). The stericycle is and provisions of this Agreement are inflict between the terms of this Agreement herein shall have the meanings ascribed to it. Reference is made to Section 9 of this thority to bind Customer to this Agreement element and comply with Stericycle's Waste
Stericycle, Inc.		Customer		
Service Provider Name		Customer		Medical Center of Southern Nevada
Representative Name	:	Signee Na		an Houweling
Representative Title:		Signee Title	e: CEO	
Date:		Date:		
Signature:		Signature:		
		GPO ID #:	See Service	e Location Listing
		STERICYCLE USE	ONLY	
Γype of Agreement:			Affiliation Co	de: LQ Record #:

Segment Code:

From:__/__/_

To: _

Purchase Order #:

LQ Contract #:

TERMS AND CONDITIONS

1. Description of Services.

- Sharps Management Services Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. Stericycle, Inc. shall collect, trans port, treat and dispose of all Sharps Waste (except Non-conforming Waste) generated by Customer during the term of this Agreement. Stericycle employees may refuse containers that are determined to be Non-conforming Waste as identified in the Waste Acceptance Policy (WAP) attached hereto as Attachment B. The term or "Sharps Waste" as used herein is defined, for the most part, in the context of existing federal and state regulations governing the management of "Regulated Medical Waste" ("RMW"). Specifically, for the purpose of this Agreement, "Sharps Waste" is defined as any object contaminated with a pathogen or that may become contaminated with a pathogen through handling or during transportation and also capable of cutting or penetrating skin or a packaging material. Sharps include needles, syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes, broken rigid plastic, and exposed ends of dental wires. Customer shall place only "Sharps Waste" into the containers provided. Customer warrants that the waste presented for disposal will not contain any "hazardous", "toxic", or "radioactive" wastes as defined by all applicable laws or regulations and shall be liable for any injury, loss or damage resulting from non-conforming waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Sharps Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Sharps Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements. Stericycle complies with the current NIOSH Optimal Installation Height recommendations for the installation of Sharps containers. Customer may choose to select heights outside of the recommendations but must so notify Stericycle prior to installation.
- Controlled Substance Waste Services. Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. "Controlled Substances" means those drugs, substances and certain chemicals used to make drugs which are scheduled, listed and/or described by (i) the Drug Enforcement Agency of the United States Department of Justice (see, www.dea.gov) and/or (ii) any other applicable federal or state laws, rules and regulations. "Controlled Substance Waste" means Controlled Substances that have been rendered unavailable and unusable for all practical purposes. Controlled Substance Waste does not include any hazardous or radioactive waste, cytotoxic drugs or antineoplastic agents, bulk blood or other material not falling within the definition of Controlled Substance Waste to the extent such regulations specify Controlled Substance Waste "Non-Conforming Waste." Stericycle, Inc. shall collect, transport, treat and dispose of all Controlled Substance Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement at the service locations listed on Attachment A hereto. The services hereunder are described in more detail in Exhibit B hereto. Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as defined above and identified in the Waste Acceptance Policy ("WAP"), which is attached hereto as Attachment B. Customer shall place only Controlled Substance Waste into the containers provided. Customer warrants that the waste presented for disposal will contain only Controlled Substance Waste and shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. Further definitions are part of this contract under the current WAP. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative. Title to Controlled Substance Waste (other than Non-Conforming Waste) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Controlled Substance Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.
- c. Pharmaceutical Waste Compliance Services Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform services hereunder and, upon request, shall furnish copies thereof to customer. Stericycle, Inc. shall provide pharmaceutical waste compliance services to Customer as described in detail in Attachment A hereto. The services shall include, the pick-up, transportation and disposal of Pharmaceutical Waste, which is defined as waste listed under the "Accepted Waste Streams" section of the Waste Acceptance Policy("WAP") attached hereto as Attachment B, as the WAP may be amended to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste Acceptance Policy may also be obtained from your local Stericycle representative. Customer warrants that the waste presented for disposal will conform to the WAP. Title to Pharmaceutical Waste (other than waste that does not conform to the requirements of the WAP ("Non-Conforming Waste")) shall transfer to and vest in Stericycle at such time as such waste is loaded onto Stericycle vehicles. Customer shall have title to the Pharmaceutical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.

d. Hazardous Waste Services and Customer Responsibilities

(i) Certain capitalized terms as used in this Agreement or any attachment hereto shall have the definitions given to them in **Exhibit A** hereto. Stericycle, Inc. has obtained all necessary licenses, permits, insurance and authorizations required to perform serv ices hereunder and, upon request, shall furnish copies thereof to customer. Stericycle will manage Customer's Waste that are Hazardous Waste and/or Universal Waste, as more fully described in **Attachment B**. Customer shall place only Conforming Waste into the containers provided. Customer warrants that the Waste presented for disposal will not contain any Non-Conforming Waste and Customer shall be liable for any injury, loss or damage resulting from Non-Conforming Waste. Stericycle employees may refuse containers that are determined to contain Non-Conforming Waste or otherwise do not comply with Stericycle's Waste Acceptance Policy ("WAP"). Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's Waste

Acceptance Policy may also be obtained from your local Stericycle representative. Title to Conforming Waste shall transfer to and vest in Stericycle at such time as such Waste is loaded onto Stericycle vehicles. Customer shall have title to the Conforming Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection, returned to the Customer for proper disposal after collection or otherwise disposed of in accordance with Customer's instructions or arrangements.

- (ii) Any Waste tendered to Stericycle by Customer or at Customer's locations will conform fully with the applicable Waste Characterization Data for that Waste, be labelled by Customer in conformance with applicable laws and so as to communicate it's contents to Stericycle, and be segregated from other Wastes in accordance with the WAP. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s), and other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to Stericycle only fully Conforming Waste and follow all applicable Laws in storing, handling treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer agrees to comply with Stericycle's Waste Acceptance Policy set forth in the attachment hereto. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for services.
- 2. Recordkeeping and Compliance with Laws Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, permits, required state registrations, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to generation, storage or handling of Waste and the services to be performed under this Agreement.
- **3. Term and Pricing** The term ("Term") of this Agreement is established on page one of this document, 60 months from the date of execution of this agreement.
- (a) Customer shall pay Stericycle the prices set forth on the **Attachment A** of this Agreement. Prices for Services may not be increased for at minimum the first eighteen (18) months of a 60-month term and for the first 12 months for any Term of less than 60 months. Thereafter, prices may be increased annually, but by no more than the lesser of (i) three and a half percent (3.5%), or (ii) the percentage increase in Consumer Price Index for all Medical Services (CPI-Medical Services) for the U.S. City Average, 1982-84 = 100, during the then prior twelve (12) month period. Additionally, Stericycle may adjust the Rate Structure (i) to account for operational changes it implements to comply with changes in law, regulatory changes, in the waste treatment location, or to otherwise cover unforeseen, significant cost escalation
- (b) Stericycle has instituted a per invoice energy surcharge to manage and isolate the impact of Diesel fuel price fluctuations. The energy surcharge is based on the U.S. 'On Highway' Diesel Price Index. A table outlining the Energy Surcharge can be found in **Attachment C** of this agreement.
- **4. Termination.** (a) Termination with cause for breach or non-performance: In the event a party materially fails to perform according to the terms and conditions outlined in this Agreement, or otherwise breaches a material term of this Agreement, the other party may terminate this Agreement upon sixty (60) days' prior written notice, provided that this Agreement shall not terminate if the defaulting party remedies such breach or failure to perform within the 60-day period after such notice. Such written notice shall set forth in reasonable detail a description of the breach or failure to perform.
- (b) Customer may terminate this Agreement immediately upon notice if Stericycle: (i) does not comply with all applicable laws and regulations in all material respects; (ii) becomes insolvent; (iii) voluntarily commences any proceeding or files any petition under the bankruptcy laws of the United States; (iv) becomes subject to any involuntary bankruptcy or insolvency proceedings under the laws of the United States, which proceedings are not dismissed within sixty (60) days; (v) makes an assignment for the benefit of its creditors; or (vi) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business.
- (c) The Services provided in accordance with the terms and conditions of this Agreement may be suspended by Stericycle upon written notice if Customer fails to comply with terms outlined in Sections 3 and 6 (Pricing and Billing) of this Agreement. Suspension of Service due to failure to comply with payment terms shall not relieve Customer of the obligation to pay any amounts due under the terms of this Agreement.
- (d) Customer shall have the right to terminate this Agreement prior to the end of the then-current Term without Cause, upon sixty (60) days prior written notice to Stericycle. If this Agreement is terminated by Customer, Stericycle shall be entitled to collect from Customer an amount in liquidated damages not to exceed (a) 50% if in first 12 to 36 months of agreement, or (b) 25% if past the initial 36 months of the agreement, of Customer's average monthly charge on the 12 months' billings immediately prior to the termination of this Agreement (or based on any lesser period if the Agreement began less than twelve months earlier) multiplied by the number of months, including prorated partial months, remaining until the expiration date of the then-current Term. This amount will not exceed \$400,000 for months 12 through 36, and \$175,000 for months 36 through the end of the Term, over the course of the Agreement Term.
- (e) In the event Customer in any other way breaches this Agreement such that Stericycle's continued performance is rendered impossible or commercially impracticable, Stericycle provides written notice to Customer of such breach and Customer is unable to remedy within 60-days, then this Agreement shall terminate and Customer shall pay to Stericycle a termination fee not to exceed (a) 50% if in first 12 to 36 months of Term, or (b) 25% if past the initial 36 months of the Term, of Customer's average monthly charge on the 12 months' billings immediately prior to the termination of this Agreement (or based on any lesser period if the Agreement began less than twelve months earlier) multiplied by the number of months, including prorated partial months, remaining until the expiration date of the then-current Term. This amount will not exceed \$400,000 for months 12 through 36, and \$175,000 for months 36 through the end of the Term, over the course of the Agreement Term. This early termination fee shall be Stericycle's sole remedy for an early termination. Customer hereby acknowledges that Stericycle's damages resulting from the

premature termination of collections are impossible to estimate, and include lost profits, inefficiencies resulting from route changes and reduced treatment plant throughput, increased administrative overhead, unrecoverable sunk training/instruction costs, and other elements of injury, and acknowledges further that the foregoing charge is reasonable and is not a penalty.

- (f) Upon 30 days' notice to Stericycle, Customer shall have the right to add or delete mutually acceptable Customer facilities receiving services under this Agreement. The addition or exclusion of any facility participating under this Agreement shall have no effect on the services provided the other participating facilities.
- (g) Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, Invoice or other invoice acknowledgment, Order by Customer or proposed at any time by either party in any manner, which vary from, or conflict with the terms and conditions in this Agreement shall be void and have no effect, unless specifically accepted by a party in writing. Written acceptance or rejection by a party of any specific terms or conditions shall not constitute an acceptance of any other additional terms or conditions.
- (h) In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Customer for the then-current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Customer's obligations under it shall be extinguished at the end of any of Customer's fiscal years in which Customer's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement, provided that Customer gives Stericycle at least one hundred and twenty (120) days' prior written notice termination. Customer agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated or for items delivered for which Customer did not give notification of termination due to loss of appropriated funds.
- **5. Survival** Any provision of this Agreement that is meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of the GPO Agreement.
- 6. Billing Stericycle shall provide Customer with monthly, quarterly, or annual invoices that are due within thirty (30) days of such invoice. Customer shall notify Stericycle as to any Customer dispute with such invoice within fifteen (15) days of receipt of the invoice. Customer shall pay the undisputed amount of an invoice in the event that a dispute arises from any portion of the total invoice. All invoices shall set forth in reasonable detail the fees and expenses described in Section 3. Stericycle shall verify that invoices are accurate and that all Services invoiced have been properly and completely performed. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs, not to exceed 1% per month or \$10,000 per year. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises. Any non-compliant containers will be billed an additional container charge at the current container rate not to exceed 1.25% of Stericycle's cost. Non-compliant containers include containers that are overweight under applicable laws or regulations or containers holding Non-Conforming Waste. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all applicable taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income) unless otherwise exempt. Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner.
- 7. Surcharge Customer shall notify Stericycle within forty-eight (48) hours of any scheduled pick-up or Customer request to cancel services. Should Customer fail to meet such notification requirement, Stericycle may impose a 'no waste' surcharge no greater than \$75 in the event that Stericycle attempts to pick up Waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Waste for Stericycle to pick up, (b) Waste is not ready for pick-up or (c) the Customer location is closed.
- 8. Liability for Equipment Customer acknowledges that it has the care, custody and control of containers and other Products placed at its facilities that are equipment owned by Stericycle and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. The equipment to be provided by Stericycle in accordance with the terms and conditions of this Agreement shall remain the property of Stericycle throughout the term of this Agreement and thereafter. Upon the expiration or termination of this Agreement for any reason, Customer shall make available for Stericycle's retrieval, all equipment in good condition, reasonable wear and tear excepted.
- 9. Indemnification. (a) Stericycle agrees to defend, indemnify and hold harmless Customer and its Affiliates, successors, assigns, directors, officers, agents and employees ("Customer Indemnitees") from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys' fees (collectively referred to as "Damages") arising out of or resulting from: (i) any third party claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action, arising out of or in connection with Stericycle's performance of the Services ("Injury"), except to the extent the Injury was caused by reason of a Customer Indemnitee's negligence; (ii) the breach or alleged breach by Stericycle of the representations, warranties or covenants contained in the Purchasing Agreement or this Agreement or in materials furnished by Stericycle; or (iii) any infringement, misappropriation or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or other intel lectual property right resulting from the purchase of Services and/or Products provided hereunder (including Customer's possession and use thereof).

- (b) Customer Indemnification. To the extent expressly authorized by Nevada law, Customer agrees to defend, indemnify and hold harmless Stericycle, its Affiliates, successors, assigns, directors, officers, agents and employees ("Stericycle Indemnitees") from and against any and all Damages arising out of or resulting from (i) any claim, lawsuit, investigation, proceeding, regulatory action, or other cause of action, arising out of or in connection with its performance or its obligations under this Agreement ("Claim"), except to the extent such Claim was caused by reason of a Stericycle Indemnitee's negligence; or (ii) the breach or alleged breach by Customer of the representations, warranties or covenants contained in this Agreement or in materials furnished by Customer.
- (c) If the Claim is caused by the negligence of both Stericycle and Customer, the apportionment of said Damages shall be shared between Stericycle and Customer based upon the comparative degree of each other's negligence, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees and expenses incident thereto, not to exceed three (3) times the value of the contract.
- (d) Indemnification Process. If any demand or claim is made or suit is commenced against a Customer Indemnitee or a Vendor Indemnitee, as applicable (each, an "Indemnitee") for which a Party has an indemnity obligation hereunder, as applicable, written notice of such shall be provided to the indemnifying Party, the indemnifying Party shall undertake the defense of any such suit, and such Indemnitee shall cooperate with the indemnifying Party in the defense of the demand, claim or suit to whatever reasonable extent the indemnifying Party requires and at the indemnifying Party's sole expense. The indemnifying Party shall have the right to compromise such claim at the indemnifying Party's expense for the benefit of such Indemnitee; provided, however, the indemnifying Party shall not have the right to obligate an Indemnitee in any respect in connection with any such compromise without the written consent of such Indemnitee. Notwithstanding the foregoing, if the indemnifying Party fails to assume its obligation to defend, an Indemnitee may do so to protect its interest and seek reimbursement from the indemnifying Party.
- 10. Compliance with All Laws. Each party shall comply in all material respects with all applicable laws and regulations in the performance of this Agreement.
- 11. Sole Provider For any service locations awarded to Stericycle in this Agreement, Stericycle shall be the sole provider of the services at such locations.
- 12. Force Majeure. The parties' obligations under this Agreement will be excused if and to the extent any delay or failure to perform such obligations is due to acts of war, terrorism or nature, including hurricanes, tornados, floods, and earthquakes, provided the effects of such act or event would not have been substantially mitigated by implementation of a Disaster Recovery Plan ("Force Majeure Event"). A party affected by a Force Majeure Event will notify the other party, within 48 hours of the Force Majeure Event, explaining the nature and expected duration thereof and such party shall use all efforts to remedy or mitigate such Force Majeure Event and the effects thereof. Notwithstanding the foregoing, if Stericycle is unable to perform any of its obligations under this Agreement for a period of more than thirty (30) calendardays as a result of a Force Majeure Event, then Customer may terminate this Agreement upon written notice to Stericycle. For purposes of this Section 21, Stericycle represents and warrants to Customer that it has and shall maintain a business continuity and disaster recovery plan to enable delivery of Services upon the occurrence of any event or circumstance beyond Stericycle's reasonable control, including without limitation acts of God, war or terrorist attack, pandemic, riot, fire, explosion, catastrophic weather event or natural disaster within Customer's Services location(s) ("Disaster Recovery Plan").
- 13. Independent Contractor It is the intention of the parties that the relationship existing between the parties be that of independent contractors. Except as specifically stated herein, nothing contained herein or done pursuant hereto shall constitute either party acting as the other party's agent or employee, or the legal representative for any purpose whatsoever and such individuals or entities shall have no right, power or authority to assume, create or incur, in writing or otherwise, any expense, liability or obligation in the name of or on behalf of the other party.
- 14. Amendment and Waiver Notwithstanding anything to the contrary contained in this Agreement, changes in the types, size and amount of equipment and the frequency of Service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement, and consent to such oral changes shall be evidenced by the practices and actions of the parties. All amendments to this Agreement (other than as provided in Section 3 and those described in the first sentence of this Section) shall be affected only by a written instrument executed by the parties. Variations from the standard form of agreement, if any, are contained in the Addendum to Customer Service Agreement attached hereto. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.
- 15. Severability In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.
- **16.** Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 13) and the Purchasing Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement and the Purchasing Agreement.

- 17. Governing Law This Agreement shall be governed by and construed in accordance with the laws in the state of where Customer is located without regard to the conflicts of laws rules of any jurisdiction. Venue shall be any court of competent jurisdiction in Clark County, Nevada.
- 18. Notices All notices required to be given to either party under this Agreement will be in writing and sent by traceable carrier. Notices to Customer shall be sent to UMC, Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102. Notices for Stericycle shall be sent to Stericycle LQ Sales Department, 2355 Waukegan Road, Bannockburn, IL 60015. Either party may change its address for notice to such other address as a party may indicate by at least ten (10) days' prior written notice to the other party. Notices will be effective upon receipt.
- 19. Assignment Stericycle will provide prior written notice to the Customer in the event Stericycle subcontracts any of the services provided herein and will remain primarily liable to the Customer for any acts or omissions of its subcontractors in the performance of the requirements under this Agreement. Stericycle may assign this Agreement and its rights and interests, in whole or in part, to any of its affiliates, any purchaser of all or substantially all of its assets, or to any successor corporation resulting from any merger or consolidation of Stericycle with or into such corporations.
- 20. Counterparts This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one single Agreement between the parties.
- 21. No Brokers Stericycle reserves the right to deal solely with Customer and not with any third-party agents of Customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is acting for its own account and is not acting through a broker or agent. In the event that Customer engages or attempts to engage an agent or broker, Stericycle has no obligation to, and will not, recognize the agent or broker as Customer's agent. The parties' respective rights and obligations under this Agreement shall remain unaffected by Customer's engagement or purported engagement of an agent to act on its behalf.
- 22. Proprietary Waste Characterization Stericycle's Waste Characterization software, processes, protocols data, reports, and other related intellectual property is proprietary and confidential and shall remain the property of Stericycle. Customer agrees not to disclose Stericycle's proprietary and confidential waste characterization software, processes, protocols, reports, or data except on a need to know basis only for Customer's employees whose job function requires access and use of the data. Customer agrees that any disclosure by Customer or Customer's employees of Stericycle's proprietary and confidential Waste Characterization software, processes, protocols, data, reports and other related intellectual property is a breach of this Agreement and will cause Stericycle irreparable harm, and that in addition to any remedies Stericycle may have at law, Stericycle may seek an injunctive or other equitable relief in the event that Customer breaches the terms of this paragraph. Stericycle customers who require Stericycle employees, including in-service technicians, to wear customer-issued respirators when present at the customer's facility shall follow the policy listed in Attachment D.
- 23. Limitation of Liability NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT FOR LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD ORVIOLATION OF APPLICABLE LAW OR REGULATION, INDEMNIFICATION AND CONFIDENTIALITY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, CIVIL PENALTIES, FINES, GOODWILL, OR OTHER INTANGIBLE LOSSES) ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EITHER PARTY'S BREACH OR ALLEGED BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY, IF ANY, IS LIMITED TO THE GREATER OF, (A) FIVE (5) MILLION DOLLARS (\$5,000,000); OR (B) THREE (3) TIMES THE TOTAL AMOUNT OF SERVICE FEES INVOICED BY STERICYCLE TO CUSTOMER UNDER THE AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED LIABILITY. IN THE EVENT THE LIMITATION OF LIABILITY CAP IS MET OR EXCEEDED DURING ANY TWELVE (12) MONTH PERIOD DURING THE TERM OF THE AGREEMENT, CUSTOMER MAY TERMINATE THIS AGREEMENT WITHOUT LIABILITY TO STERICYCLE BY PROVIDING STERICYCLE WITH AT LEAST SIX (6) MONTH PRIOR WRITTEN NOTICE. For the avoidance of doubt, in the event Customer terminates this Agreement due to the limitation of liability cap being met, Customer shall not be liable to Vendor for the liquidated damages to Stericycle in Section 3(d).
- 24. Onsite staff. Stericycle's employees, agents, subcontractors and designees shall abide by all of the policies, rules, regulations, and security measures adopted by Customer for its onsite vendors and visitors, including but not limited to, Customer's Vendor Access Policy as may be amended from time to time, and may be required to register through Customer's vendor management/credentialing system prior to arriving onsite at any of Customer's facilities. Stericycle's employees, agents, subcontractors and/or designees who do not abide by Customer policies may be barred from physical access to Customer's premises.
- 25. Public Records. Stericycle acknowledges that Customer 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 documents and records are available for copying and inspection by the public. If Customer receives a request for the disclosure of any information related to this agreement that Stericycle has claimed to be confidential and proprietary, Customer will immediately notify Stericycle of such request and Stericycle shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. If Stericycle requires Customer to not release such records by filing an injunction for protective order, then Stericycle shall indemnify and defend and hold harmless Customer from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Stericycle document(s) in Customer's custody and

control that Stericycle claims to be confidential and proprietary. For the avoidance of any doubt, Stericycle hereby consents to this Agreement being publicly posted for approval by Customer's governing body.

Exhibit A

Definitions

"Conforming Waste" means Waste that is tendered to Stericycle for Services under this Agreement in compliance with the terms of this Agreement and applicable Law and that: (a) fully conforms to correct and complete Waste Characterization Data; (b) conforms in its content to any associated labelling or packaging; (c) is properly segregated from other types of Wastes; and (d) is properly packaged or containerized.

"Hazardous Waste" means any waste containing hazardous or toxic substances, as such terms are defined by applicable Laws, including any substance regulated by the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., as amended, or any listed or characteristic hazardous waste under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended ("RCRA") or under any comparable state or local laws, and any waste material that has been mixed with, derived from or came into contact with any of the foregoing, put shall not include pharmaceutical waste.

"Nonconforming Waste" means any material tendered to Stericycle under this Agreement that is not a Conforming Waste.

"Profile Sheet" or "Waste Characterization Data Form" means form(s) used to obtain Waste Characterization Data that may be made available to Customer by Stericycle on a case-by-case basis depending on the type of Waste managed.

"Universal Waste" means specific hazardous wastes that the EPA has identified in 40 CFR part 273 (batteries, lamps, mercury-containing equipment, pesticides) and any other waste that individual states may have added to this list.

"Waste" means Hazardous Waste or Universal Waste.

"Waste Characterization" means the process of determining a Waste's regulated status according to applicable laws.

"Waste Characterization Data" means all information used for Waste Characterization, including but not limited to generator knowledge, descriptions of the processes generating the Waste, material safety data sheets, ingredient information, package inserts, analytical testing, and other information describing a Waste's characteristics.

Exhibit B

Scope of Work

CSRX Full Service Scope of Work

Ordering and Installation:

- Customer will assist Stericycle in determining how many container locations will be required so that lockable brackets can be ordered. If applicable, non-acute care or self-service locations will perform a self-assessment.
- An initial order will be placed by Stericycle on behalf of the customer.
- Stericycle will perform a one-time bracket installation. If applicable, non-acute care or self-service locations will be provided brackets and hardware for self-installation.
- Customer will identify a hospital employee(s) in Material Management, EVS, or Pharmacy who, on scheduled service days, will assist the Stericycle Service Technician as witness for the water activation of the denaturant and sign the Controlled Substance Waste verification form. The scheduled days and times a Customer employee will be made available will be coordinated in advance with Customer. Any unused CsRx containers will be returned at this time.

Training:

• Stericycle will provide implementation training.

Initial Set-Up and Storage:

- Customer is responsible for the security and management of the CsRx containers onsite at the facility.
- Customer will identify a secure area, separate from other pharmaceutical waste and shipping boxes, to store spare CsRx containers.
- Customer will identify a secure area to store shipping boxes (if applicable) and full CsRx containers.

Service Process:

- For full-service hospital locations, a Stericycle Service Technician will observe CsRx containers frequently and monitor fill levels.
 - On scheduled service days, a Stericycle Service Technician will identify CsRx containers that need to be exchanged and write the locations on a witness verification form. Upon prior coordination of dates and times a Customer employee will be made available, Customer's authorized employee will witness the Stericycle Service Technician adding water to the bottom fill line. Customer will sign the verification form document outlining how many containers required service, where they are located and verify that water has been added to activate denaturant.
 - o The Stericycle Service Technician will proceed to the locations needing CsRx container replacement and add a solidifier to the full container before removing from bracket. The full container will then be swapped out for the new container and the bracket will be locked.
- For non-acute care and self-service locations, a Customer employee will prepare the CsRx container for disposal per Stericycle training.
 - o Stericycle will automatically ship replacement containers on a preset schedule.
 - o Upon receipt of replacement containers, Customer will exchange all containers, regardless of fill level, with a new CsRx container.

Segregation & Preparation of Hazardous and Non-Hazardous Controlled Substance waste:

- For non-hazardous Controlled Substance waste, each container will be packaged into a box labeled with the preprinted shipping address label or if prohibited, the non-RCRA Controlled Substance waste will be 'over-classified' and collected and managed as RCRA Hazardous waste
 - o A Customer employee will ship full prepackaged CsRx boxes via small parcel shipment.
- For hazardous Controlled Substance waste, a Stericycle Service Technician or Customer employee will package it in the appropriate hazardous waste pharmaceutical container for final disposal.

Completion:

- At the end of service, the Stericycle Service Technician will hand off the witness verification form to the pharmacy department.
- Customer would be responsible for changing any containers that fill in-between scheduled visits.

Pharmaceutical Waste Scope of Work

STERICYCLE PHARMACEUTICAL WASTE COMPLIANCE PROGRAM

Stericycle shall provide pharmaceutical waste compliance services to Customer. These services shall include:

Phase I: Rx Formulary Waste Characterization, Program Design & Start-Up

Rx Formulary Waste Characterization

The Formulary Waste Characterization will provide Customer with information necessary to be compliant with Federal EPA/RCRA and DOT regulations concerning identification, sorting, packaging, labeling, and documentation of RCRA hazardous and non-RCRA hazardous pharmaceutical waste.

Stericycle will utilize its proprietary database – based on National Drug Codes (NDC numbers) to characterize your facilities formulary to identify:

- EPA/RCRA defined hazardous pharmaceuticals
- U.S. DOT waste class per NDC numbered pharmaceutical

Typically, there are some NDC's in the hospital formulary that are not found in Stericycle's database (currently contains over 350,000 NDC's). These include NDC's that are:

- Not identified by an NDC number
- Identified by a Customer designated NDC number
- Compounded drugs

These items will require research and analysis by Stericycle staff to complete the waste characterization. This service is included with the waste characterization.

Pharmaceutical Waste Program Design & Start-Up

Stericycle will assist Customer with designing the program elements needed for an effective Pharmaceutical Waste Compliance Program. The program design, implementation, and training consist of up to 20 hours and includes:

- Assistance in establishing the internal labeling system for pharmaceuticals dispensed from the pharmacy in order to allow hospital staff to properly identify waste streams
- Identification and set-up of satellite accumulation areas / points of collection
- Evaluation of Customer's current centralized hazardous waste storage area and making of recommendations on the space requirements, material flow, and necessary equipment to establish a central accumulation area appropriate for the Customer's Rx waste compliance needs
- Assistance in establishing the internal logistics system for satellite container supply, transfer, and storage
- Recommendations as to set of containers to be used in the satellite accumulation areas.
- Provision of Pharmaceutical Waste Compliance Program training materials via CD include:
 - o Clinicians & EVS Power Point Training Presentations (separate presentations)
 - o Competency Quiz
 - o Disposal Container Poster

Phase II: On-site Segregation & Disposal

Stericycle will provide on-site pharmaceutical waste labeling and packing services by a Field Technician trained in proper handling and safety procedures. Customer is solely responsible for segregating non-hazardous waste, hazardous waste, non-compatible hazardous and dual waste.

Stericycle will also provide internal transport of containers from the Satellite Accumulation Areas (SAA) to the Central Accumulation Area (CAA) for a fee noted on Exhibit.

Transportation & Disposal services include:

- Manifested pickup of pharmaceutical waste from Customer sites
- DOT Waste disposal containers with labeling
- Transport to a regulated destruction facility for disposal

DOT compliant waste disposal containers are used for the segregation, transport, and disposal of pharmaceutical waste from the generator's (Customer) designated hazardous waste accumulation area. The initial supply of waste disposal containers will be shipped to the Customer based upon the number and type of DOT waste streams identified as a function of the initial Rx Formulary Waste Characterization and DOT Waste Stream Analysis.

Phase III: On-going Rx Waste Characterization, Consulting, and Training

In order to keep the hospital's formulary waste characterization current, the hospital will be able to submit new NDC's for waste characterization to Stericycle. This will follow the same procedures as the initial waste characterization. This service is included in the monthly fee.

Customer will receive characterization report updates each time a characterization is completed. A service fee will be charged for any additional reports requested by the Customer.

A study research fee will be charged for waste characterization of Clinical Investigational compounds – including multicomponent blinded studies if requested by the Customer.

Stericycle will keep the Customer up to date with regulations and training through Stericycle's *AfterCare* program. *AfterCare* consists of on-going, hospital-wide service reviews by Stericycle's trained Healthcare Compliance Specialists as follows:

After Care includes an audit of the Satellite and Central Accumulation Areas, required regulatory paperwork, as well as waste disposal and segregation practices. Stericycle will assist the Customer in improving any deficiencies found.

After Care annual training will consist of regulatory updates and review, as well as program review (helpful for new employees). The hospital training staff is expected to attend the annual training class. As in the start-up training class, clinicians are invited to attend to reduce the burden on the hospital training staff.

If requested by the Customer, Stericycle will provide additional consulting and training services beyond what is included in the Phase 1 Start-up services or Phase 3 On-going Rx Waste Characterization, Consulting and Training. This could include additional training for the Customer's staff. There will be a fee for any additional training, however, the annual training is intended to be a train-the-trainer session.

Attachment A Pricing and Service Locations

Sharps Disposal Management Pricing

Hospital Price Structure	See Exhibits/Attachments for Applicable Locations			
Recurring Rate Type	Effective Rate	Unit of Measure		
Monthly Fee (SMS)		Per Month		
Service Rate Type	Effective Rate	Unit of Measure		
Record Retention Fee		Per Shipping Document		
Service Cost Recovery Fee		% of Invoice		
Fuel/Energy Surcharge	See Attachment C	% of Invoice		

Container Adjustment Period. Stericycle and Customer recognize that during the thirty (30) day period, the "Adjustment Period" following installation the number of containers on the premises or volume of containers at various locations may need modification due to a variety of factors. Stericycle fees may be increased or decreased in the event container locations and volumes vary from those originally contemplated. After the adjustment period, additional container locations or volumes added to the Customer's premises will result in increased monthly Service Fees for each two (2), three (3) or four (4) gallon container, for each eight (8) gallon container and for each sevente en (17) gallon container. Additional container locations must be authorized by the Customer in writing and increases or decreases in the monthly fee will require a written amendment to this Agreement.

Failure to Return Equipment

All special function items including Funnel Tops, Traps, and Floor Dollies, will be supplied by Stericycle as needed. Customer will be responsible for all replacement charges for equipment not returned to Stericycle in usable condition, reasonable wear and tear from use excepted, upon expiration or termination of this Sharps Management Services Agreement or for replacement of equipment destroyed, damaged, or discarded by Customer during any Term of this Sharps Management Services Agreement. Replacement costs on the date of this Sharps Management Services Agreement are listed below:

Cabinet for 3 Gallon Sharps Container
Cabinet for 2 Gallon Sharps Container
Cabinet for 4 Gallon Sharps Container
Plastic, Wall Mount for 2, 3 & 4-gal Sharps Container
Wall Bracket for 8 Gallon Sharps Container
Stability Base for 2- & 3-Gallon Sharps Container
Wire Dolly for 8 Gallon Sharps Container
Wire, Step-On Dolly for 8 Gallon Sharps Container
Black Dolly for 17 Gallon Sharps Container
Wire, Step-On Dolly (Slide Top) for 17 Gallon Sharps Container
Wire, Step-On Dolly (Hamper Lid) for 17 Gallon Sharps Container
4 Gallon Sharps Container
3 Gallon Sharps Container
2 Gallon Sharps Container
8 Gallon Sharps Container
17 Gallon Sharps Container
Transport Carts
Cart Cover

Sharps Disposal Management Service Locations

Cust & Site #	Pricing Structure	Name	Address	City	St	Zip	Frequency
New	Hospital	Bio/Las Vegas UMC	1800 W Charleston Boulevard	Las Vegas	NV	89102	Weekly

Hours of Operation: 24/7 Phone Number: 702-765-7930

Pharmaceutical Waste Pricing

Hospital Price Structure	See Exhibits/ Attachments for Applicable Locations				
Recurring Rate Type	Effective Rate	Unit of Measure			
Monthly Program Fee	See Service Locations	Per Month			
Service Rate Type	Effective Rate	Unit of Measure			
Record Retention Fee					
Service Cost Recovery Fee					
Fuel/Energy Surcharge	See Attachment C	% of Invoice			

Off-Site Price Structure	See Exhibits/ Attachments for Applicable Locations			
Recurring Rate Type	Effective Rate	Unit of Measure		
Monthly Program Fee	See Service Locations	Per Month		
Service Rate Type	Effective Rate	Unit of Measure		
Record Retention Fee				
Service Cost Recovery Fee				
Fuel/Energy Surcharge	See Attachment C	% of Invoice		

Internal transport of containers from SAA to CAA

\$ Included in Monthly Fee

o Labor cost associated with moving containers inside hospital

Pharmaceutical Waste Transactional Pricing

Service Description	UOM	Process Code	TowerCode	Pricing	Minimums
Pharm Waste:					
Non RCRA Only Pharmaceuticals	DM55	INC27-1	I2701		
Flammable Aerosols	DM55	INC01-1	I0101		
RCRA Pharmaceuticals	DM55	INC29	I2900		
RCRA pharmaceuticals containing HG for	DM55	INC29-1	I2901		
incineration	DIVISS	11(02) 1	12701		
P-Listed RCRA pharmaceuticals Waste	DM55	INC29-2	I2902		
LP, oxidizer	DM55	INC29-5	I2905		
LP, Non-reactive	DM55	INC29-8	I2908		
Dual Waste	DM55	INC31-2	I3102		

Pharmaceutical Waste Offsite Affiliate Pricing

Rx Waste Affiliate Compliance Pricing					
Stops Per Year	Containers Per Year	Monthly Fee			
1	1				
1	2				
2	2				
2	4				
3	6				
4	8				

6	12	
12	24	

Note 1: Each additional container beyond the annual allotment = \$215.00

Note 2: Each additional stop beyond the annual allotment = \$450.00

Pharmaceutical Waste Service Locations - Hospital

	Pricing Structure	Name	Address	Frequency	Monthly Fee	EPA ID#
New	Hospital	Rx/Las Vegas UMC	1800 W Charleston Boulevard Las Vegas, NV 89102	OnCall	0	

Hours of Operation: 24/7 Phone Number: 702-765-7930

Pharmaceutical Waste Service Locations - Offsite Affiliate

Cust & Site #	Pricing Structure	Name	Address	Hours	Phone	Frequency	Monthly Fee	EPA ID#
New	Offsite	Blue Diamond	4760 Blue Diamond Road #110 Las Vegas, NV 89139	8:00a-8:00p SMTWRFS	702-383- 2300	OnCall		
New	Offsite	Centennial Hills	5785 Centennial Center Boulevard #190 Las Vegas, NV 89149	8:00a-8:00p SMTWRFS	702-383- 6270	OnCall		
New	Offsite	Nellis	63 N. Nellis Boulevard Las Vegas, NV 89110	8:00a-8:00p SMTWRFS	702-383- 6240	OnCall		
New	Offsite	Peccole Ranch	9320 W. Sahara Avenue Las Vegas, NV 89117	8:00a-8:00p SMTWRFS	702-383- 3850	OnCall		
New	Offsite	Rancho	4233 N. Rancho Drive Las Vegas, NV 89130	8:00a-8:00p SMTWRFS	702-383- 3800	OnCall		
New	Offsite	Southern Highlands	11860 Southern Highlands Parkway #102 Las Vegas, NV 89141	8:00a-6:00p MTWRF		OnCall		
New	Offsite	Spring Valley	4180 S. Rainbow Boulevard #810 Las Vegas, NV 89103	8:00a-8:00p SMTWRFS	702-383- 3645	OnCall		
New	Offsite	Summerlin	2031 N. Buffalo Drive Las Vegas, NV 89128	8:00a-8:00p SMTWRFS	702-383- 3750	OnCall		
New	Offsite	Sunset	525 Marks Street Henderson, NV 89014	8:00a-8:00p SMTWRFS	702-383- 6210	OnCall		
New	Offsite	Aliante Quick Care	5860 Losee Road N. Las Vegas, NV 89081	8:00a-8:00p SMTWRFS	702-383- 3910	OnCall		
New	Offsite	Aliante Primary Care	5860 Losee Road N. Las Vegas, NV 89081	8:00a-8:00p SMTWRFS	702-383- 2273	OnCall		
New	Offsite	UMC Express Airport Clinic	5757 Wayne Newton Boulevard Term 1 Las Vegas, NV 89119	8:00a-8:00p SMTWRFS	702-383- 2527	OnCall		
New	Offsite	UMC Advanced Center for Health	2231 W. Charleston Boulevard Las Vegas, NV 89102	. Charleston Boulevard 8:00a-4:30p		OnCall		

Controlled Substance Waste Pricing

Hospital & Offsite Pricing Structure	See Attachments for Applicable Locations				
Recurring Rate Type	Effective Rate	Unit of Measure			
Controlled Substance Waste	See Service Locations	Per Month			
Service Rate Type	Effective Rate	Unit of Measure			
Service Cost Recovery Fee					
Fuel/Energy Surcharge	See Attachment C	% of Invoice			

The CsRx Flat Monthly Fee covers the total quantity of containers listed on the Service Locations page of this Agreement. Additional container locations may be added at a fee of \$55.00/location/month.

The additional container location fee will be added into the flat monthly fee via an amendment.

Controlled Substance Waste Offsite Affiliate Pricing

CsRx Waste Affiliate Pricing									
1.4 Quart Unit Price Per Location	1 Gallon Unit Price Per Location								
\$35.00									

Controlled Substance Waste Service Locations - Hospital

	Pricing Structure	Name	Address	Frequency	Monthly Fee	EPA ID#
New	Hospital	CsRx/Las Vegas UMC	1800 W Charleston Boulevard Las Vegas, NV 89102	OnCall		

Hours of Operation: 24/7 Phone Number: 702-765-7930

Controlled Substance Waste Service Locations – Offsite Affiliate

Cust & Site #	Pricing Structure	Name	Address	Hours	Phone #	Frequency	Monthly Fee	EPA ID#
New	Offsite	Blue Diamond	4760 Blue Diamond Road #110 Las Vegas, NV 89139	8:00a-8:00p SMTWRFS	702-383-2300	OnCall		
New	Offsite	Centennial Hills	5785 Centennial Center Boulevard #190 Las Vegas, NV 89149	8:00a-8:00p SMTWRFS	702-383-6270	OnCall		
New	Offsite	Nellis	63 N. Nellis Boulevard Las Vegas, NV 89110	8:00a-8:00p SMTWRFS	702-383-6240	OnCall		
New	Offsite	Peccole Ranch	9320 W. Sahara Avenue Las Vegas, NV 89117	8:00a-8:00p SMTWRFS	702-383-3850	OnCall		
New	Offsite	Rancho	4233 N. Rancho Drive Las Vegas, NV 89130	8:00a-8:00p SMTWRFS	702-383-3800	OnCall		
New	Offsite	Southern Highlands	11860 Southern Highlands Parkway #102 Las Vegas, NV 89141	8:00a-6:00p MTWRF		OnCall		
New	Offsite	Spring Valley	4180 S. Rainbow Boulevard #810 Las Vegas, NV 89103	8:00a-8:00p SMTWRFS	702-383-3645	OnCall		
New	Offsite	Summerlin	2031 N. Buffalo Drive Las Vegas, NV 89128	8:00a-8:00p SMTWRFS	702-383-3750	OnCall		

New	Offsite	Sunset	525 Marks Street Henderson, NV 89014	8:00a-8:00p SMTWRFS	702-383-6210	OnCall	
New	Offsite	Aliante Quick Care	5860 Losee Road N. Las Vegas, NV 89081	8:00a-8:00p SMTWRFS	702-383-3910	OnCall	
New	Offsite	Aliante Primary Care	5860 Losee Road N. Las Vegas, NV 89081	8:00a-8:00p SMTWRFS	702-383-2273	OnCall	
New	Offsite	UMC Express Airport Clinic	5757 Wayne Newton Boulevard Term 1 Las Vegas, NV 89119	8:00a-8:00p SMTWRFS	702-383-2527	OnCall	

Hazardous Waste Pricing

Hazardous Waste Pricing Service Description	UOM	Process Code	TowerCode	Pricing	Minimums
Lab Packs:					
Fuels for thermal treatment	DM55	AF07	A0700		
Oxidizer	DM55	INC14-E	LPI02		
Isocyanates	DM55	INC14-I	LPI03		
Reactive Metals (Li, Na, K - 1 lb. under oil)	Lb.	INC15-1	LPI05		Lab Pack Minimums Apply
Dioxins (F027)	Lb.	INC15-F2	LPI06		Lab Pack Minimums Apply
Landfill, Non-regulated	DM55	LF06	LPL01		Eur ruck Minimums rippry
Non-reactive	DM55	INC14	I1400		
Treatment, corrosives	DM55	WAT16	LPW01		
Retort, Inorg Hg Cmpd/Soln	DM55	REC04-H1	LPR01		
Treatable oxidizers	DM55	STAB06-6	LPS01		
Stab, Characteristic Metal	DM55	STAB19	LPS02		
Containerized Waste Streams:	DIVISS	STABI	LI 502		
Flammable liquid (xylene, methanol, ethanol,					
stains)	DM55	AF01	A0100		
AF<1" Sludge 3-6%halo BTU > 5k	DM55	AF01-1	A0101		
AF<1" Sludge 6-10% halo BTU>5k	DM55	AF01-2	A0102		
AF<1" Sludge 20-25%halo BTU>5k	DM55	AF01-4	A0104		
High Water Solvents	DM55	AF01-9	A0109		
AF 0-25% sludge<3%halo BTU> 5k	DM55	AF02	A0200		
AF 25-50% sludge<3%halo BTU>8k	DM55	AF03	A0300		
AF >50% sludge<3% halo BTU>10k	DM55	AF04	A0400		
AF <3" sldge3% hal NR BTU > 50	DM55	AF05	A0500		
Waste paint - (oil based D001 code)	DM55	AF06	A0600		
Aerosols, cans of paints, solvents, for depressurization and fuel blending, RCRA	DM55	AF08	A0800		
AF solid/debris haz to kilns	DM55	AF09	A0900		
*Non DOT, Non-RCRA Hazardous Waste - (oily rags, sorbents, antifreeze)	DM55	AF12	A1200		
AF solid/debris haz to kilns	DM55	AF17	A1700		
Corr acidic neut & fuels blend	DM55	AF18	A1800		
Non RCRA pharma co-gen facilit	DM55	AF20	A2000		
CN LIQ 0-100k ppm	DM55	INC04	I0400		
LIQUIDS - PESTICIDE SOLUTIONS	DM55	INC08	10800		
Liquids- Lean waters, < 5% chlorinated solvents, <2500 btu	DM55	INC09	10900		
LP, oxidizer	Lb.	INC11	I1100		Common Container Minimums Apply
LP. Non-reactive	Lb.	INC13	I1300		Common Container Minimums Apply Common Container Minimums Apply
Lab pack, Non-Reactive, for Incineration	DM55	INC14	I1400		Common Common Williams Apply
Lab Pack, Incineration, Organic Acids.	DM55	INC14-A	I140A		
Lab Pack, Incineration, Organic Bases	DM55	INC14-B	I140B		
Lab Pack, Incineration, Flammable Liquids	DM55	INC14-D	I140D		
Lab Pack, Incineration, Pesticides	DM55	INC14-D	I140D I140F		
Lab Pack, Incineration, Organic Poisons	DM55	INC14-P	I140P		
Reactive	Lb.	INC15	I1500		Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Acidic	Lb.	INC15-A	I150A		Lab Pack Minimums Apply Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Basic	Lb.	INC15-B	I150B		Lab Pack Minimums Apply

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Lab Pack, Incineration, Reactive, Flammable Liquids	Lb.	INC15-W	I150W	Lab Pack Minimums Apply
Lab Pack, Incineration, Flammable Solids (DOT 4.1)	Lb.	INC15-D1	I15D1	Lab Pack Minimums Apply
Lab Pack, Incineration, Spontaneously Combustible (DOT 4.2)	Lb.	INC15-D2	I15D2	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Flammable Liquids	Lb.	INC15-D3	I15D3	Lab Pack Minimums Apply
Lab Pack, Incineration, Perchloric Acid, Hydrogen Peroxide	Lb.	INC15-E1	I15E1	Lab Pack Minimums Apply
Lab Pack, Incineration, Reactive, Organic Peroxides (DOT 5.2)	Lb.	INC15-E2	I15E2	Lab Pack Minimums Apply
Debris for incin	Lb.	INC16	I1600	Lab Pack Minimums Apply
Cont solid for incineration	Lb.	INC17	I1700	Common Container Minimums Appl
Halo Liq >10% halogens- incin	DM55	INC18-2	I1802	
Non-comp for Direct Pump Incin	Lb.	INC19	I1900	Common Container Minimums Appl
Reac non-comp LIQ INC19-3	Lb.	INC19-3	I1903	Common Container Minimums Appl
BUTANE REFILL	Lb.	INC19-6	I1906	Common Container Minimums Appl
Methanol, Glacial Acetic Acid	DM55	INC20	I2000	
INC Alk liq-incin/DIRincin	DM55	INC21	I2100	
ACID ALK <5000 BTU	Lb.	INC24	I2400	Common Container Minimums Appl
Pest/Fert Solid INCIN	Lb.	INC25	I2500	Common Container Minimums Appl
Formalin for RCRA incin	Lb.	INC27	I2700	Common Container Minimums Appl
Biopsy Methanol Vials	DM55	INC27-2	I2702	
Formalin and Animal Parts for RCRA Incineration	DM55	INC27-3	I2703	
Fuel LIQ>5k BTU<5% halo	Lb.	INC28	I2800	Common Container Minimums Appl
Chemo Hood Filters	DM55	INC29-3	I2903	
RCRA/Non-RCRA DEA pharm INC30	DM55	INC30	I3000	
CSRX NonRetrievable DEA Materl	DM55	INC30-2	I3002	
Cat 1 cyl med	Each	INC03-1M	I310M	
Cat 1 cyl small	Each	INC03-1S	I310S	
Cat 1 cyl lecture	Each	INC03-1LE	I31LE	
Cat 2 cyl lecture	Each	INC03-2LE	I32LE	
Cat 3 cyl lecture	Each	INC03-3LE	I33LE	
Cat 4 cyl lecture INC03-4LE	Each	INC03-4LE	I34LE	
Reactive &/or Non-comp Liq	Lb.	INC19-8	I1908	Common Container Minimums Appl
COVID-19 Decon Debris for Incineration	DM55	INC32-1	I3201	
LNDFL ready, non-reg	DM55	LF01	L0100	
Landfill, Crushed drums	DM55	LF04	L0400	
LNDFL ready reg meets UTS	DM55	LF07	L0700	
LNDFL wet SOLIDIFY CA st 90%FL	DM55	LF08	L0800	
Lead Aprons/ Lead Indicators	DM55	LF09	L0900	
X Ray Film	DM55	LF10	L1000	
Asbestos, double bagged and wetted, for landfill regulated	DM55	LF11	L1100	
LP, Reactive	Lb.	INC11-1	LPI04	Common Container Minimums Appl
Inorganic cyanides	DM55	WAT16-J	LPW03	
PCB Ballasts for incineration	Lb.	PCB01	PCB01	
PCB ball/caps for TSCA LNDFL	DM55	PCB09	PCB09	
Latex Paint for recycling	DM55	REC01	R0100	
Mercury Compounds, Mercury spill materials for				
waste disposal	DM55	REC04	R0400	\$20 Minimum Applies
*Lead Acid	Lb.	REC05	R0500	\$20 Minimum Applies
Fluorescent Bulbs/Lamps: 4ft, 8ft, U-Shaped, and Circular	Lb.	REC06	R0600	\$25 Minimum Applies
Bulbs - U-Shaped/Circular Fluorescent	Lb.	REC06-1	R0601	\$25 Minimum Applies
Bulbs - 8 Ft Fluorescent	Lb.	REC06-2	R0602	\$25 Minimum Applies
Bulbs - Compact Fluorescent	Lb.	REC06-3	R0603	\$25 Minimum Applies
Bulbs - Incandescent	Lb.	REC06-4	R0604	\$25 Minimum Applies
Used Oil/Refrigerant Oil	DM55	REC07	R0700	

Antifreeze/Propylene Glycol	DM55	REC08	R0800	
*Lithium	Lb.	REC09	R0900	\$75 Minimum Applies
Lithium-Ion Batteries Recycle	Lb.	REC09-1	R0901	\$75 Minimum Applies
Oil filters, Non-regulated	DM55	REC10	R1000	
*Nickel Cadmium	Lb.	REC11	R1100	\$50 Minimum Applies
*Nickel Metal Hydride	Lb.	REC11-1	R1101	\$50 Minimum Applies
Devices containing Mercury (Recycle) (Amalgam)	Lb.	REC14	R1400	Common Container Minimums Apply
Crushed Fluorescents Lamps	Lb.	REC15	R1500	Common Container Minimums Apply
*Alkaline	Lb.	REC24	R2400	\$50 Minimum Applies
RCRA empty drums, for reconditioning or scrap recycling	DM55	REC27	R2700	, , , , , , , , , , , , , , , , , , ,
Freon Refrigerant, Recycle	Each	REC38	R3800	
Pb Aprons/ Pb Indicators Reye	DM55	REC40	R4000	
Mixed Batteries	Lb.	REC41	R4100	Common Container Minimums Apply
Bulbs: HID, Halogenated, and Incandescent	Lb.	REC41	R4200	\$50 Minimum Applies
Bulbs - Halogens	Lb.	REC42-3	R4203	\$25 Minimum Applies
*Non-PCB Ballasts	Lb.	REC45	R4500	Common Container Minimums Apply
CRT intact-recycle	Lb.	REC50	R5000	\$50 Minimum Applies
Flat Screen Monitors	Lb.	REC50-L	R5002	\$25 Minimum Applies
X-ray Film for Recycle	Lb.	REC51-3	R5103	\$10 Minimum Applies
Electronic Devices	Lb.	REC55	R5500	\$50 Minimum Applies
Fire Extinguishers, For Recycle	Each	REC60	R6000	 \$30 William Applies
	Each	RECOU	KOUUU	
Cylinders, flammable, propane-small, camp type, for recycle	Each	REC61	R6100	
Flammable Cylinders - Small	Each	REC61-1	R6101	
Cylinders, Helium, for Recycle	Each	REC62	R6200	
Cyl CO2 for recycle	Each	REC63	R6300	
Cylinders, MAPP Gas, for Recycle	Each	REC64	R6400	
Cyl Oxygen for Recycle	Each	REC65	R6500	
Latex Paint for solidification	DM55	STAB01	S0100	
LNDFL wet SOLIDIFY CA st	DM55	STAB02	S0200	
Sludge pH<4 w/RCRA metal	DM55	STAB02-1	S0201	
ALK SOL/SLG/RCRA mtl	DM55	STAB02-2	S0202	
SLDG F6-F9 F19 CN<590	DM55	STAB03	S0300	
HAZ DEB Alk F6-F9 F19 CN <590	DM55	STAB03-2	S0302	
Treat Oxi LIQ Class A	DM55	STAB06-1	S0601	
Treatable Oxidizers - Brominated	DM55	STAB06-4	S0604	
Sludge pH7 w/RCRA metals	DM55	STAB07	S0700	
Acid D7 25-50% acid	DM55	STAB12	S1200	
NR shredble sol w/free liq-LF	DM55	STAB14	S1400	
HZ shredble sol w/free liq-LF	DM55	STAB15	S1500	
Acid aqueous no Cr/acid< 25%	DM55	WAT01-1	W0101	
Acid D7 25-50% acid	DM55	WAT01-2	W0102	
Acid LIQ Acid > 50%	DM55	WAT01-3	W0103	
Alkali waste water-Caustic<25%	DM55	WAT02-1	W0201	
AF<1" Sludge 6-10% halo BTU>5k	DM55	WAT02-2	W0202	
ALK LIQ <50% caustic	DM55	WAT02-3	W0203	
Acid chromic total Cr<5000 ppm	DM55	WAT04-1	W0401	
H2O,<10% floc NR treat&dschrge	DM55	WAT05	W0500	
H2O/Oil <10% floc NR	DM55	WAT05-1	W0501	
Fixer/Developer Containing Silver	DM55	WAT08	W0800	
LP, Treatment, Corr Poisons	DM55	WAT16-PA	W16PA	
CN Liq 5k-15k ppm	DM55	WAT20-2	W2002	

Hazardous Waste Non-Disposal Pricing

Service Description	UOM	Process Code	Tower code	Pricing	Comments
Transportation:					
Haz Stop Fee (West)	Each	TRSTOP1	TRSTOP1		
Demurrage	Hourly	TRADMDEM	TRADMDEM		

AK Surcharge Fee	Each	TRADMHM	TRADMHM	
HI Surcharge Fee	Each	TRADMHM	TRADMHM	
PR Surcharge Fee	Each	TRADMHM	TRADMHM	
Vehicle, Service	Each	EQVESERV	EQVESERV	
Insurance, Security & Environmental Fee	Per Invoice		ISEPCT	
Labor:				
Lab packing and sorting	Hourly	LBLABRST	LBLABRST	4 hour minimum (Portal to Portal)
Field Tech - 1st Hour	Hourly	TRSTRDEMZ	TRSTRDEM	4 hour minimum (Portal to Portal)
Field Tech	Hourly	LBFIELST	LBFIELST	4 hour minimum (Portal to Portal)
Driver-operator	Hourly	LBDRIVST	LBDRIVST	4 hour minimum (Portal to Portal)
Field Chemist, Straight Time	Hourly	LBCHEMST	LBCHEMST	4 hour minimum (Portal to Portal)
Field Chemist, Over Time	Hourly	LBCHEMOT		\$
Project Manager, Straight Time	Hourly	LBPROJMST	LBPROJMS	4 hour minimum (Portal to Portal)
Supplies:				
Analytical Test: pH	Each	LAB1001	LAB1001	
Analytical Test: Flash Point	Each	LAB3036	LAB3036	
Analysis - TCLP Semi-Volatiles	Each	LAB3047	LAB3047	
Analysis - TCLP Volatiles	Each	LAB3048	LAB3048	
Analytical Test: RCRA Metal TCLP	Each	LAB3051	LAB3051	
1.5 Quart Black Container (C)	Each	SP1.5QTRB	SP15QTRB	
12 gal black, hinged lid	Each	SP12BLKHI	SP12BKHI	
18 gal black, sliding lid	Each	SP18BLKSL	SP18BKSL	
2 gallon, black	Each	SP2GLBLK	SP2GLBLK	
8 gal black, hinged lid	Each	SP8BLKHIN	SP8BLKHN	
8 gal black, sliding lid	Each	SP8BLKSLI	SP8BLKSL	
8 gal liners clear	Each	SP8LNERCL	SP8LNRCL	
Pallet	Each	SPALLET	SPALLET	
Box, DOT E 9168	Each	SPBX9168	SPBX9168	
Box, DOT E 9168 PIH	Each	SPBX916P	SPBX916P	
Box (4 foot) Fluorescent Lamp Box	Each	SPBXBUB4	SPBXBUB4	
Box (8 foot) Fluorescent Lamp Box	Each	SPBXBUB8	SPBXBUB8	
Container, (4 Foot) Fluorescent Lamp Container	Each	SPBXBUC4	SPBXBUC4	
Container, (8 Foot) Fluorescent Lamp		appripries	appripries	
Container	Each	SPBXBUC8	SPBXBUC8	
Cubic Yard Box	Each	SPBXCYB	SPBXCYB	
Box, New Galaxy waste boxes	Each	SPBXGALX	SPBXGALX	
Box, Triwall Cardboard Box, Non-DOT	Each	SPBXTRI	SPBXTRI	
Drum, Fiber, 5 gallon, New, Closed Top	Each	SPDF05NC	SPDF05NC	
Drum, Fiber, 5 gallon, New, Open Top	Each	SPDF05NO	SPDF05NO	
Drum, Fiber, 5 gallon, Recon, Closed Top	Each	SPDF05UC	SPDF05UC	
Drum, Fiber, 5 gallon, Recon, Open Top	Each	SPDF05UO	SPDF05UO	
Drum, 15 gallon, RX	Each	SPDF15NC	SPDF15NC	
Drum, Fiber, 15 gallon, New, Open Top	Each	SPDF15NO	SPDF15NO	
Drum, Fiber, 15 gallon, Recon, Open Top	Each	SPDF15UO	SPDF15UO	
Drum, Fiber, 30 gallon, New, Closed Top	Each	SPDF30NC	SPDF30NC	
Drum, Fiber/Poly, 30 gallon, New, Open Top	Each	SPDF30NO	SPDF30NO	
Drum, Fiber, 30 gallon, Recon, Open Top	Each	SPDF30UO	SPDF30UO	
Drum, Fiber, 55 gallon, New, Closed Top	Each	SPDF55NC	SPDF55NC	
Drum, Fiber, 55 gallon, New, Open Top	Each	SPDF55NO	SPDF55NO	
Drum, Fiber, 55 gallon, Recon, Open Top	Each	SPDF55UO	SPDF55UO	
Poly Overpack - 85 gallon	Each	SPDF85NO	SPDF85NO	
Drum, Metal, 5 gallon, New, Closed Top	Each	SPDM05NC	SPDM05NC	
Steel Drum - 5 gallon	Each	SPDM05NO	SPDM05NO	
Drum, Metal, 15 gallon, New, Closed Top	Each	SPDM15NC	SPDM15NC	
Drum, Metal, 15 gallon, New, Open Top	Each	SPDM15NO	SPDM15NO	
Drum, Metal, 30 gallon, New, Closed Top	Each	SPDM30NC	SPDM30NC	
Drum, Metal, 30 gallon, New, Open Top	Each	SPDM30NO	SPDM30NO	
Drum, Metal, 55 gallon, New, Closed Top	Each	SPDM55NC	SPDM55NC	
Drum, Metal, 55 gallon, New, Open Top	Each	SPDM55NO	SPDM55NO	

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Steel Overpack - 85 gallon	Each	SPDM85NO	SPDM85NO	
Drum, Poly, 5 gallon, New, Closed Top	Each	SPDP05NC	SPDP05NC	
Poly Drum - 5 gallon	Each	SPDP05NO	SPDP05NO	
Drum, Poly, 5 gallon, New, Open Top, Color	Each	SPDP05OC	SPDP05OC	
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UC	SPDP05UC	
Drum, Poly, 5 gallon, Recon, Closed Top	Each	SPDP05UO	SPDP05UO	
Drum, 10 gallon	Each	SPDP10NO	SPDP10NO	
Drum, 15 gallon	Each	SPDP15NC	SPDP15NC	
Drum, Poly, 15 gallon, New, Open Top	Each	SPDP15NO	SPDP15NO	
Drum, Poly, 15 gallon, Recon, Open Top	Each	SPDP15UO	SPDP15UO	
Drum, Poly, 20 gallon, New, Open Top	Each	SPDP20NO	SPDP20NO	
Drum, Poly, 20 gallon, Recon, Closed Top	Each	SPDP20UC	SPDP20NC	
Drum, Poly, 30 gallon, New, Closed Top	Each	SPDP30NC	SPDP30NC	
Drum, Poly, 30 gallon, New, Open Top	Each	SPDP30NO	SPDP30NO	
Drum, Poly, 30 gallon, Recon, Closed Top	Each	SPDP30UC	SPDP30UC	
Drum, Poly, 30 gallon, Recon, Open Top	Each	SPDP30UO	SPDP30UO	
Drum, Poly, 55 gallon, New, Closed Top	Each	SPDP55NC	SPDP55NC	
Drum, Poly, 55 gallon, New, Open Top	Each	SPDP55NO	SPDP55NO	
Drum, Poly, 55 gallon, Recon, Closed Top	Each	SPDP55UC	SPDP55UC	
Drum, Poly, 55 gallon, Recon, Open Top	Each	SPDP55UO	SPDP55UO	
Labels	Each	SPLABEL	SPLABEL	
Lab packer, 05 gallon	Each	SPLABPK05	SPLBPK05	
Lab packer, 10 gallon	Each	SPLABPK10	SPLBPK10	
Lab packer, 20 gallon	Each	SPLABPK20	SPLBPK20	
Lab packer, 30 gallon	Each	SPLABPK30	SPLBPK30	
Lab packer, 55 gallon	Each	SPLABPK55	SPLBPK55	
Liner, Liner for Cubic Yard Box	Each	SPLINECYB	SPLINECYB	
Liner, Drum, 2 mil	Each	SPLINED	SPLINED	
Poly Sheeting - roll	Each	SPLINELUG	SPLINLUG	
Personal Protective Equip (Lvl D)	Each	SPPED	SPPED	
Spill Pads - bale	Each	SPSORAL	SPSORAL	
Tote, 330 Plastic, New	Each	SPTOT330N	SPTOT330	
Vermiculite - bag	Each	SPVERM	SPVERM	

Minimums and Conversions

Williams and Conversions								
Non-Specified Container Conversions		Conversion Table Notes						
Container Size	Conversion	•						
	•							

Per Pound Standard Minimums Non-Standard Minimums

	Common Containers ¹	Lab Pack Containers ²	Light Weight Containers ³		
Container (Gal)		Minimums		Container Min.	Process Code
Tote (<300 gal)	1950 lbs.				
1. Excludes Lab l	Pack and Light V	Weight items			
2. Includes: LF06 WAT16	5, STAB06-6, se	eries of codes for	· INC14, INC15 &		
3. Includes: AF17	7, INC01, INC02	2, INC16			
4. All other conta	iner sizes are ca	se by case (CBC)		

Please Note: The greater of the disposal minimum or error container will be charged unless quoted otherwise

Ancillary Charges	Item Code	UOM	Price
Profiling Fees			
<24 Hour URGENT Profile Fee	ADMPRORU	Each	
Off Spec & Discrepancy Fees			
Rejection Fee	ADMREJECT	Each	
Manifest Discrepancy/Paperwork Error	ADMMAN	Each	
Off Spec/Discrepant – Storage Fee	ADMSTOR	Day	
Transportation, Labor, and Other Fees			
e-Manifest Administration Fee (per manifest)	EMANFSTF	Each	
Minimum Invoice Amount		Per Invoice	
Scheduled Pickup Cancellation	ADMCAN	Each	
Repacking/Overpacking Fee	ADMREPK	Each	
Overpack Handling Fee	ADMOVPK	Each	
Technical Lab Pack Review "Flat Rate Fee - The flat fee criteria:			
(1.) Excel submitted inventories;	ADTECHDAM	Eb	
(2.) Maximum of 500 inventory items;	ADTECHRVW	Each	
(3.) <5% of items with Trade Names"			

- 1. The disposal pricing as listed above is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- 2. For a complete list of process code specifications, visit:

https://www.cleanearthinc.com/sites/default/files/Process-Specifications.pdf

- 3. A minimum charge of applies to the invoice.
- I. Transportation, labor and equipment is portal to portal, and requires a four-hour minimum unless otherwise specified.
- 5. Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15-minute increments.
- 6. All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy. https://www.cleanearthinc.com/energy-and-insurance-fees/

Assumptions

Standard Pricing Conditions:

- > This section and the terms and conditions apply to this quote unless superseded by a service agreement.
- ➤ Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.
- > Pricing is based on the volume assumptions provided. Stericycle reserves the right to adjust pricing if waste quantity differs from what was provided.

- ➤ A minimum charge of applies to all invoices.
- > Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.
- ➤ Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.
- All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National monthly average price for diesel fuel as published by the Department of Energy.
 - > E-Manifest Fee's will be applied
- ➤ In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our control such as extraordinary or unexpected increases in disposal costs, regulatory changes, economic changes, war, etc.

Waste Specific Conditions

➤ Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipt condition.



General Disposal Terms and Conditions

- > Bulk waste is typically defined as tanker or roll-off loads.
- > Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.
- > Electronic profiling is included in the price. Paper profiles will be charged at \$50 each.
- Unless otherwise specified, prices quoted do not include the following:
 - o Radioactive Waste
 - o Biohazard or Infectious Waste
 - Explosives of any type
 - o Liquid or free mercury
 - Isocyanates
 - Reactive materials (metals, solids, liquids)

Hazardous Waste Service Locations

Cust & Site #	Pricing Structure	Name	Address	City	St	Zip	Frequency	EPA ID#
New	Hospital	Haz/Las Vegas UMC	1800 W Charleston Boulevard	Las Vegas	NV	89102	OnCall	

Hours of Operation: 24/7 Phone Number: 702-765-7930

Attachment B Waste Acceptance Policy

Regulated Medical Waste Acceptance Policy

Stericycle policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to certify that the packaging and documentation of transported regulated medical waste complies with DOT regulations regarding waste classification, packaging, labeling and shipping documentation. To ensure that neither Stericycle nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Please contact your local representative for further information or email customercare@stericycle.com.

REGULATED MEDICAL WASTE

Stericycle accepts medical waste generated in a broad range of medical, diagnostic, therapeutic and research activities. The term "medical waste" includes biohazardous, biomedical, infectious or regulated medical waste as defined under federal, state or local laws, rules, regulations and guidelines. Except as defined by specific state regulations, this excludes RCRA hazardous waste pharmaceuticals, all DEA scheduled drugs including "controlled substances, bulk chemotherapy, waste containing mercury or other heavy metals, batteries of any type, cauterizers, non-infectious dental waste, chemicals such as solvents, reagents, corrosives or ignitable materials classified as hazardous waste under Federal and State EPA Regulations. In addition, Stericycle cannot accept bulk liquids, radioactive materials, or complete human remains (including heads, full torsos and fetuses). Stericycle cannot accept these excluded materials packaged as regulated medical waste. All lab wastes or materials which contain or have the potential to contain infectious substances arising from those agents listed under 42 CFR Part 73 (HHS), 7 CFR Part 331 (USDA-Plant Protection and Quarantine), and 9 CFR Part 121 (USDA-Veterinary Services) are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. Separate protocol and packaging requirements apply for the disposal of non-hazardous pharmaceuticals. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please contact your local representative for details and packaging specifications.

Un-dispensed from DEA Registrant

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for properly segregating, packaging and labeling of regulated medical waste. Proper segregation and packaging reduces the potential for accidental release of the contents and exposure to employees and the general public. DOT regulations require (49 CFR 173.197) that all packages of regulated medical waste be prepared for transport in containers meeting the following requirements: 1) rigid; 2) leak resistant; 3) impervious to moisture; 4) of sufficient strength to prevent tearing or bursting under normal conditions of use and handling; 5) sealed to prevent leakage during transport; and 6) puncture resistant for sharps. All regulated medical waste must be accompanied by a properly completed shipping document (See 49 CFR 172.202).

MANAGEMENT OF NON-CONFORMING WASTE

As required by regulation and company policy, Stericycle employees may refuse containers that are non-conforming because of their contents or are improperly packaged, leaking, damaged or likely to create a risk of exposure to employees or the general public. Any waste found to be non-conforming to this Waste Acceptance Policy identified in route to, or at a Stericycle location, may be returned to the generator for proper packaging and disposal, or may be rerouted for appropriate destruction; this may include improperly marked regulated medical waste which should have been identified for incineration (i.e. pathological, chemotherapy or non-hazardous pharmaceuticals). Proper segregation and packaging is essential to ensure compliant and safe handling, collection, transportation and treatment of regulated medical waste.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps Means any object contaminated with a pathogen or that may become
 contaminated with a pathogen through handling or during transportation and also
 capable of cutting or penetrating skin or a packaging material. Sharps includes needles,
 syringes, scalpels, broken glass, culture slides, culture dishes, broken capillary tubes,
 broken rigid plastic, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste or (Bio) Medical Waste Means a waste
 or reusable material derived from the medical treatment of an animal or human, which
 includes diagnosis and immunization, or from biomedical research, which includes
 the production and testing of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Trace Chemotherapy Contaminated Waste RCRA Empty drug vials, syringes and needles, spill kits, IV tubing and bags, contaminated gloves and gowns, and related materials as defined in applicable laws, rules, regulations or guidelines.
- Pathological Waste Human or animal body parts, organs, tissues and surgical specimen (decanted of formaldehyde, formalin or other preservatives as required per hazardous waste rules).
- Non-RCRA Pharmaceuticals Must be characterized and certified as non-RCRA hazardous material by the generator. Excludes all DEA scheduled drugs, including controlled substances.*
- California Only Solidified Suction Canisters Suction canisters that have been injected with solidifier materials to control liquids or suction canisters made of high heat resistant plastics such as polysulfone.

OTHER REGULATED MEDICAL WASTES NOT ACCEPTED AS REGULATED MEDICAL WASTE BY STERICYCLE

- Untreated Category A Infectious Substances
- Complete Human Remains (including heads, full torsos, and fetuses)
- · Bulk Chemotherapy Waste
- Mercury-Containing Dental Waste Non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings and empty amalgam capsules
- Any Mercury Containing Material or Devices Any mercury thermometers, Sphygmomanometers, lab or medical devices
- RCRA Hazardous Pharmaceutical Waste and all DEA Federal and State Controlled Substances*
- Chemicals Formaldehyde, formalin, acids, alcohol, waste oil, solvents, reagents, fixer developer, fluorescein
- Compressed Gas Cylinders, Canisters, Inhalers and Aerosol Cans
- Hazardous or Universal Waste any other waste determined by Federal or State EPA regulations including but not limited to batteries, bulbs, heavy metals, etc.
- Radioactive Waste Any container with a radioactivity level that exceeds regulatory or permitted limits; leadcontaining materials

*Consult Stericycle Representative for specific requirements

Additional waste acceptance policies may apply based on state or permit specific requirements. Hazardous waste transportation services may be offered in certain geographical locations, under separate contract. Please refer to your local Stericycle Representative for additional information and options for possible hazardous waste handling. For additional information on container and labeling requirements contact our Stericycle Customer Service Department at customercare@stericycle.com

We protect what matters.

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CsRx Program Waste Acceptance Policy

INTRODUCTION

Stericycle requires compliance with all applicable regulations regarding the collection, transportation and treatment of pharmaceutical waste. The purpose of this policy is to summarize the minimum requirements for preparing your controlled substance wastage for collection, transportation and disposal through Stericycle's CsRx® program.

DEFINITIONS

Controlled Substance Waste: Stericycle accepts controlled substance waste from an institutional practitioner generated after the controlled substance has been administered to a patient on behalf of a registrant at the registrant's location; this material is also known as controlled substance wastage.

Non-RCRA (**Non-Hazardous**) **Controlled Substance Waste:** Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampoule or solid controlled substance waste such as patches, pills, tablets or capsules. Wastes must be characterized and certified as non-hazardous (i.e. is not specifically listed or does not exhibit hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations) by the generator.

RCRA (Hazardous) Controlled Substance Waste: Means a liquid controlled substance waste that has been expunged from a syringe, vial or ampule or solid controlled substance waste such as patches, pills, tablets or capsules. Theses wastes are hazardous waste due to being listed and/or exhibiting hazardous characteristics (ignitable, corrosive, reactive, toxic) specified by EPA/RCRA regulations. All hazardous controlled substance waste must be managed & disposed of as hazardous waste pharmaceuticals. DISPOSAL PROCEDURES

Disposal of Non-Hazardous Controlled Substance Waste: In most states, non-hazardous controlled substance waste may be sent through the Commercial Common Carrier for disposal.

In the following states, this material cannot be shipped via a common carrier and/or managed as non-hazardous controlled substance waste: Delaware, Illinois, Louisiana, Maine, Minnesota, North Dakota, New Hampshire, New Jersey, New Mexico, Rhode Island, and Washington. Follow instructions in next section, "Disposal of Hazardous Controlled Substance Waste" for management of non-hazardous controlled substance waste in these states.

Disposal of Hazardous Controlled Substance Waste: This material is prohibited from shipping via common carrier and requires a hazardous waste transporter and hazardous waste manifest for pickup and disposal. Non-hazardous controlled substance waste may also be collected with hazardous controlled substance waste; this type of program is referred to as "over-classification". All containers must be labeled as hazardous waste in both satellite accumulation areas (SAA) and central accumulation areas (CAA). The CsRx container must be disposed onsite with other hazardous waste pharmaceuticals. PROHIBITED WASTE

The following wastes are prohibited from being disposed in a CsRx container. In the event of such an occurrence, additional charges may apply to the customer and/or customer may be asked to pick up their waste from the Stericycle facility. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

- · Controlled Substances that are still part of registrant inventory
- Controlled Substances from ultimate users* (take-back program waste)
- · Controlled Substances that are a Schedule I substance (i.e. Illicit drugs and contraband found on patients)
- Chemical Wastes (Hazardous and Non-hazardous) Examples include but are not limited to acids, bases, alcohols, waste oil, solvents, reagents, fixers, developers, cleaning agents, and heavy metals.
- Regulated Medical Waste: Including sharps waste as defined by DOT, OSHA and/or State regulations
- Radioactive Waste

MANAGEMENT OF NON-HAZARDOUS CONTROLLED SUBSTANCE WASTE CONTAINERS DAMAGED IN SHIPMENT As required by regulation and by company policy, Commercial Common Carrier services reserve the right and may refuse transport of any containers that appear to be damaged, leaking, or improperly packaged as these containers could create a risk of exposure to employees or the public.

Any damaged packages identified in route to or at a Commercial Common Carrier location may be returned to the generator for proper packaging or disposal.

Stericycle or customer may be required to pick-up damaged packages from a Commercial Common Carrier facility or a Stericycle facility.

In the event of such an occurrence additional charges may apply to the customer. Proper segregation and packaging are essential to ensure compliant and safe handling, collection, transportation and treatment of controlled substance waste.

*An ultimate user is defined by the Controlled Substances Act as a "person who has lawfully obtained, and who possesses, a controlled substance for his own use or for the use of a member of his household or for an animal owned by him or by a member of his household." 21 U.S.C. 802(27).

Weprotectwhatmatters.

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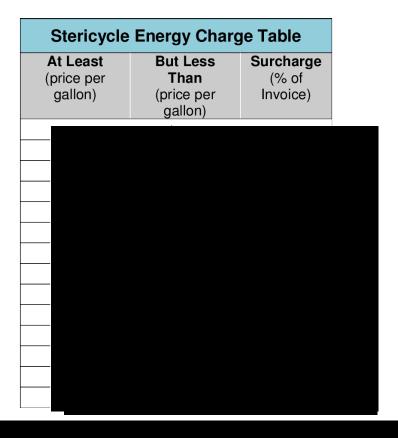


ATTACHMENT C - Per Invoice Energy Charge

Percent of Invoice Fuel Surcharge

Stericycle uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first business day of each month. The surcharge will be based on the National U.S. Average 'On Highway' Diesel Fuel Price reported by the U.S. Department of Energy for the prior month to the adjustment. The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is

The prices on these indexes are published by the U.S. Dept. of Energy and Stericycle is not responsible for the information provided.



Stericycle reserves the right to update or modify the fuel table without prior notice

Attachment D - Customer Respiratory Protection Policy



Updated June 2021



Customer Respiratory Protection Policy

This policy applies to U.S.-based Stericycle customers who require Stericycle employees, including in-service technicians, to wear customer-issued respirators when present at the customer's facility.

"Respirator" as used in this policy refers to any device or face covering that is considered a "respirator" by the U.S. Occupational Safety and Health Administration (OSHA) for purposes of its Respiratory Protection standard (29 C.F.R. 1910.134).

When a customer requires Stericycle employees to wear customer-issued respirators, such customer shall, in accordance with 29 C.F.R. 1910.134:

- 1. Establish and implement a written, work-site specific respiratory protection program that covers contractors and visitors in addition to employees, a copy of which must be made available to Stericycle upon request.
- 2. Select and provide an appropriate respirator based on the hazards to which the Stericycle employee will be exposed.
- 3. Conduct a fit test on each Stericycle employee using the same make, model, style and size of respirator that will be provided.
- 4. Prepare, and retain for at least one (1) year from the date of test, a record of the fit tests administered to Stericycle employees, including: (A) the name of the employee tested; (B) the type of fit test performed; (C) the specific make, model, style and size of respirator tested; (D) the date of the test; and (E) the test results.
- 5. Provide a copy of the record referenced in item (4), above, to the Stericycle employee immediately following the test.

In accordance with 29 C.F.R. 1910.134, Stericycle trains in-service technicians on respiratory protection and conducts medical evaluations to confirm their ability to use a respirator. Stericycle employees who believe that their safety has been compromised in any way have, and will exercise, stop work authority.



February 14th, 2024

Emelia Allen
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Integrated Waste Streams.

Dear Ms. Allen:

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

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

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

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



The above-described process was followed with respect to the Integrated Waste Streams. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Stericycle, Daniels Health, Clean Harbors, Trilogy, and Curtis Bay Medical Waste in January of 2024. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs

Sr. Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
 - In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business	Business Entity Type (Please select one)												
☐ Sole Proprietor	rship 🗆	Partnership		imited Liability	\boxtimes	Corporation	☐ Tru:	st	☐ Non-Profit Organization		☐ Other		
Business	Business Designation Group (Please select all that apply)												
□МВЕ	MBE WBE		☐ SBE			☐ PBE			☐ VET	□DVET		☐ ESB	
Minority Business Enterprise Women-Owned Business Enterprise				Small Business Enterprise		Physically Challenged Business Enterprise			Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business	
Number of Clark County Nevada Residents					En	nployed: 4	3						
Corporate	e/Business	Entity Name:	Ster	Stericycle, Inc.									
(Include o	d.b.a., if ap	plicable)											
Street Ad	ddress:		235	5 Waukegan Roa	ad			We	bsite: www.stericycle.c	om			
City, State	te and Zip (Code:	Ban	nockburn, IL 600	15			PO Em	C Name:				
Telephon	ne No:		866	-783-7422					No:				
•		t Address:		0 N Commerce S	Stree	t			bsite:				
(If differe	ent from ab	ove)											
City, Sta	te and Zip	Code:	Nort	h Las Vegas, NV	V 89030			Loc	Local Fax No:				
Local Tel	lephone No) :							Local POC Name: Email:				
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 ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the app Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statute close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professi Full Name Title					nds to the applicant and evised Statutes, includin	the lang but oration	ndowner(s). not limited to priva	te corporations, I Slicly Traded					
This secti	This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No												
		al members, partne appointed/elected o			invol	lved in the busir	ness entit	y, a l	University Medical Center	r of So	uthern Nevada full	-time	
_ Y	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.													
				Jennifer Th	omas								
Busines	Business Development Director				_	2/15/2024 Date							

DISCLOSURE OF RELATIONSHIP

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

	NAME OF UMC*	RELATIONSHIP TO	UMC*				
NAME OF BUSINESS OWNER/PRINCIPAL	EMPLOYEE/OFFICIAL AND JOB TITLE	UMC* EMPLOYEE/OFFICIAL	EMPLOYEE'S/OFFICIAL'S DEPARTMENT				
OWNER TRINGINAL	AND COD TITLE	EIIII EOTEE/OTTIOIAE	DEI AITIMEITI				
* UMC employee means an	employee of University Medica	al Center of Southern Nevada					
"Consanguinity" is a relations	ship by blood. "Affinity" is a re	lationship by marriage.					
"To the second degree of c follows:	onsanguinity" applies to the	candidate's first and second	degree of blood relatives as				
Spouse – Registered	d Domestic Partners – Childrei	n – Parents – In-laws (first deg	ree)				
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)				
For UMC Use Only:							
If any Disclosure of Relationship is r	noted above, please complete the follo	owing:					
☐ Yes ☐ No Is the UMC emplo	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 Representat	tive						

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Agreement for Contractor Services with T Evans RNFA, 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 Agreement with T Evans RNFA, LLC for Cardiovascular Operating Room First Assist Services; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000702100 Funded Pgm/Grant: N/A

Description: Contractor Services

Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services Term: 02/23/2024 – 02/22/2027 with a 3-month extension option

Amount: NTE \$3,700,000.00

Out Clause: 15 days for convenience

BACKGROUND:

On February 22, 2023, the Governing Board approved an agreement with T Evans RNFA, LLC ("T Evans") to provide, upon Hospital's option, the services of individual Cardiovascular Thoracic (CVT) Registered Nurse First Assist (RNFA) professionals, to perform services that fall within their scope of practice, including but not limited to, endoscopic vessel harvesting, training and proctoring. The agreement was for a one (1) year term.

This is a request for a new Agreement with T Evans to continue providing these same services through the use of RNFA professionals. UMC will compensate T Evans a NTE amount \$3,700,000.00 for three (3) additional years from February 23, 2024 through February 22, 2027, with the option to extend up to an additional three (3) months. 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 extension options and amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

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

Cleared for Agenda February 28, 2024

Agenda Item#

22

T Evans is coordinating with the Department of Business License in obtaining a Clark County vendor registration.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR CONTRACTOR SERVICES

T EVANS RNFA, LLC NAME OF FIRM Lucretia Evans, Business Manager DESIGNATED CONTACT, NAME AND TITLE (Please type or print) 2249 Lauren Drive Las Vegas, NV 89134 ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE (281) 964-5933 (AREA CODE) AND TELEPHONE NUMBER tevansrnfa@gmail.com E-MAIL ADDRESS

Page 686 of 853

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement (the "Agreement") is made and entered into as of February 23, 2024 (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 T Evans RNFA, LLC (hereinafter referred to as "CONTRACTOR"), for Contractor services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, CONTRACTOR has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$3,700,000 as further described herein; and

WHEREAS, CONTRACTOR 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 CONTRACTOR agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain CONTRACTOR for the period from Effective Date through February 22, 2027 ("Term"). During this period, CONTRACTOR 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

- HOSPITAL agrees to pay CONTRACTOR for the performance of services described in the Scope of Work (Exhibit A) for the fixed not-to-exceed fee of \$3,700,000. It is expressly understood that the entire Scope of Work defined in Exhibit A will be requested by HOSPITAL and be completed by CONTRACTOR.
- 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 CONTRACTOR 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 CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONTRACTOR 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, CONTRACTOR will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
- 4. HOSPITAL shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR's negligence, resulting from or arising out of errors or omissions in CONTRACTOR's work products, which have not been previously paid to CONTRACTOR.
- HOSPITAL shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
- 6. 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 CONTRACTOR.

SECTION III: SCOPE OF WORK

Services to be performed by CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by CONTRACTOR 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 CONTRACTOR shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF CONTRACTOR

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR 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, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment and compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. CONTRACTOR will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Contracted Non-Employee Requirements policy, and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon CONTRACTOR request. CONTRACTOR must either register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities or CONTRACTOR may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. CONTRACTOR'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.
- C. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of a

services furnished by CONTRACTOR. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.

SECTION VI: SUBCONTRACTS

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

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Agreement and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Janet David-Lustina, Director or Interim Director of Peri-Operative Service, telephone number (702) 888-2574 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 CONTRACTOR 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 CONTRACTOR. It is understood that HOSPITAL's representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR.

SECTION VIII: TERMINATION

A. Termination

1. <u>Termination for Cause</u>

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

- a. not less than ten (10) calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.
- 2. <u>Termination for Convenience</u>
 - a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after CONTRACTOR 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 CONTRACTOR 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.

SECTION IX: INSURANCE

CONTRACTOR shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference.

CONTRACTOR shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION X: 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:

TO HOSPITAL: University Medical Center of Southern Nevada

Attn: Contracts Management 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO CONTRACTOR: T Evans RNFA, LLC

Attn: Lucretia Evans 2249 Lauren Drive Las Vegas, NV 89134

SECTION XI: MISCELLANEOUS

A. Amendments

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

B. 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.

C. <u>Assignment</u>

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

D. 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.

E. Clark County Business License / Registration

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

F. Governing Law / Venue

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

G. Non-Excluded Healthcare Provider.

Provider represents and warrants to Hospital that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Provider represents and warrants to Hospital that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Provider or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

H. HIPAA

Both parties hereto agree to comply with all applicable provisions of Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time ("HIPAA"). In handling Protected Health Information ("PHI") as defined by applicable federal regulation, CONTRACTOR will be instructed to follow guidelines set by HOSPITAL, the covered entity, and immediately be required to execute confidentiality or HIPAA Compliance Agreements.

I. Public Funds / Non-Discrimination

CONTRACTOR acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in breach of the Agreement, terminate the Agreement, and designate CONTRACTOR as non-responsible.

J. Public Records

CONTRACTOR 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 CONTRACTOR has claimed to be confidential and proprietary, HOSPITAL will immediately notify CONTRACTOR of such demand and CONTRACTOR shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. CONTRACTOR shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of CONTRACTOR document in HOSPITAL's custody and control in which CONTRACTOR claims to be confidential and proprietary.

K. Publicity

Neither HOSPITAL nor CONTRACTOR 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

L. Indemnity

CONTRACTOR 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 CONTRACTOR or the employees or agents of CONTRACTOR in the performance of this Agreement.

M. Independent Contractor

CONTRACTOR acknowledges that it shall not, under any circumstances, be considered an employee of the HOSPITAL, and that CONTRACTOR 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 CONTRACTOR.

CONTRACTOR shall assume no liability or legal obligation for any damages, losses, claims, legal actions or legal proceedings, or any attorneys' fees caused by the negligence, errors, omissions, reckless or intentional misconduct of the HOSPITAL and its employees, officers, agents of other subcontractors hired or contracted by the HOSPITAL in the performance of this Agreement.

N. Insurance

Each party will maintain, throughout the Term, the types of insurance customary and appropriate, in the amount necessary to cover its obligations and responsibilities under this agreement or as required by Nevada law.

O. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:

MASON VAN HOUWELING
Chief Expectative Officer

CONTRACTOR:

By:

THADEUS EVANS DATE

EXHIBIT A CVOR FA SCOPE OF WORK

WORK TO BE PERFOMRED:

- A. CONTRACTOR will provide, upon Hospital's option, the services of individual Cardiovascular Operating Room First Assist professionals, who will perform the function(s) and role(s) that falls within the scope of practice of a CVOR FA including but not limited to endoscopic vessel harvesting, first assisting, hands on training, and proctoring as needed to cover Hospital's Operating Room Department Heart Program. Monday Sunday with on-call rotation based on department operational practice. CONTRACTOR will provide 100% call coverage for First Assistants.
- B. Endoscopic vessel harvesting, first assisting, hands on training, and proctoring as needed in the Cardiothoracic Operating Room as requested.

PRICING:

A. Description

- Cost per CVOR FA not-to-exceed \$33,333.00 monthly. This includes moving, travel, housing, utilities, car rental, professional liability insurance, Nevada licensing fees, and other expenses incurred by CONTRACTOR. CVOR FA consist of credentialed First Assist and any new FA's with an education of RNFA and above.
- Cost per CVOR CSFA credentialed after February 23, 2024, not-to-exceed \$29,166.00 monthly. This includes
 moving, travel, housing, utilities, car rental, professional liability insurance, Nevada licensing fees, and other
 expenses incurred by CONTRACTOR.
- 3. 1.5% increase effective February 24, 2025 for CVOR FA and CVOR CSFA.
- 4. Total Cost not-to-exceed 3,700,000.00 for the term of the Agreement.

EXHIBIT B CVOR FA INSURANCE REQUIREMENTS

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

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

- P. <u>Insurance Form Instructions</u>: The following information <u>must</u> be filled in by CONTRACTOR's Insurance CONTRACTOR representative:
 - 1. Insurance Broker's name, complete address, phone and fax numbers.
 - 2. CONTRACTOR's name, complete address, phone and fax numbers.
 - 3. Insurance CONTRACTOR's Best Key Rating
 - 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products Completed Operations Aggregate (\$2,000,000)
 - 5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit
 - 6. Worker's Compensation: The CONTRACTOR shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
 - 7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 - 8. Description: RNFA (8285) (must be identified on the initial insurance form and each renewal form).
 - 9. Certificate Holder:

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

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

A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/13/2024

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).

th	is certificate does not confer rights t	o the	: cert	ificate holder in lieu of su). <u> </u>	<u> </u>			
	DUCER				CONTAI NAME:						
	BERK					o, Ext): 844-47	72-0967		FAX (A/C, No):	203-	654-3613
	D. Box 113247 amford, CT 06911				E-MAIL ADDRE	custon		biBERK.com	(, a.c., 11c).		
30	minora, Ci 00311					INS		DING COVERAGE			NAIC#
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	Valle RRIVE EEC				INSURE	RC:					
	49 Lauren Drive				INSURE	RD:					
Las	s Vegas, NV 89134-5530				INSURE	RE:					
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	X OTHER:							COMBINED SINGLE	LINALT	\$	
	AUTOMOBILE LIABILITY							(Ea accident)		\$	
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	DED RETENTION\$	-						AGGREGATE		\$	
	WORKERS COMPENSATION	+						PER STATUTE	OTH- ER	Ψ	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE		\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA I		\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POI	ICY LIMIT	\$	
	Professional Liability (Errors &							Per Occurr	ence/		
	Omissions): Claims-Made							Aggreg			
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	4CORD) 101, Additional Remarks Schedul	e, may b	e attached if more	e space is require	ed)			
CF	RTIFICATE HOLDER				CANC	ELLATION					
ТЕ	Evans RNFA II C							ESCRIBED POLICE			

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2249 Lauren Drive

Las Vegas, NV 89134-5530



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 02/13/2024

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.

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext): (844) 472-0967 FAX (A/C, No): (203)	654-3613
BIBERK	E-MAIL ADDRESS: salessupport@biberk.com	
P.O. Box 113247	PRODUCER CUSTOMER ID:	
Stamford, CT 06911	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURER A: Berkshire Hathaway Direct Insurance Compai	621111
	INSURER B:	
T Evans RNFA LLC 2249 Lauren Drive	INSURER C:	
Las Vegas, NV 89134-5530	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location: 1800 west charlstonLas Vegas, NV 89102 Bldg #001: Medical Offices (Office) - 6398101

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.

R ₹	TYPE OF IN	SURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
Х	PROPERTY					BUILDING	\$	
C	AUSES OF LOSS	DEDUCTIBLES				PERSONAL PROPERTY	\$	(
	BASIC	BUILDING 250	N9BP659300	02/14/2024	02/14/2025	BUSINESS INCOME	\$	
	BROAD	CONTENTS	_			EXTRA EXPENSE	\$	
Χ	SPECIAL	3 0011121110				RENTAL VALUE	\$	
	EARTHQUAKE					BLANKET BUILDING	\$ n/a	
	WIND					BLANKET PERS PROP	\$ n/a	
	FLOOD					BLANKET BLDG & PP	\$ n/a	
							\$	
							\$	
	INLAND MARINE		TYPE OF POLICY				\$	
C	AUSES OF LOSS						\$	
	NAMED PERILS		POLICY NUMBER				\$	
							\$	
	CRIME						\$	
T	PE OF POLICY						\$	
							\$	
	BOILER & MACH						\$	
	EQUI MENT DI	LARDOWN					\$	
							\$	
							\$	

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* ALS up to 12 months.

CERTIFICATE HOLDER	CANCELLATION
T Evans RNFA LLC 2249 Lauren Drive	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Las Vegas, NV 89134-5530	AUTHORIZED REPRESENTATIVE Pateul Europa

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Client # 988031

MEMORANDUM OF INS	SURANCE			Date Issued 02/15	/2024			
Producer AMBA CA Insurance License #01969 P.O. Box 14554 Des Moines, IA 50306 1-800-375-2764	562		This memorandum is issued as a matter of information only and confers no rights upon the holder. This memorandum does not amend, extend or alter—the coverages afforded by the Certificate listed below. Company Affording Coverage					
Insured			Liberty Insurance U					
Thadeus J Evans 3126 East Lake Crescen Kingwood, TX 77339	ıt Drive							
This is to certify that the Cerwithstanding any requirement, issued or may pertain, the insusuch Certificate. The limits shour The Memorandum of Insurance is successfully paid in full.	, term or condition of any rrance afforded by the Cert own may have been reduce	contract or other of tificate described he d by paid claims.	locument with respect rein is subject to all the	to which this memore terms, exclusions an	randum may be ad conditions of			
Type of Insurance	Certificate Number	Effective Date	Expiration Date Limits					
Professional Liability Nurse Self Emp RN Excluding Obstetrical	AHY-1077860103	02/01/2024	02/01/2025	Per Incident/ Occurrence	\$2,000,000			
				Annual Aggregate	14,000,000			
PROOF OF INSURANCE								
Memorandum Holder: PROOF OF COVERAGE	E ONLY		Should the above of before the expiration will endeavor to man Memorandum Holder mail such notice shated of any kind upor representatives. Authorized Representations	date thereof, the is ail 30 days writter ramed to the left II impose no obligan the company,	suing company notice to the t, but failure to tion or liability			
			Stephen Mille Stephen Mil	er				

AMBA In CA dba Assn. Member Benefits & Insurance Agency. Proliability.com

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Ty	rpe (Please selec	ct one)								
Sole Proprietorship	artnership	Limite Compa	d Liability any	Corporation	Trust	Non-Profit Organization		Other		
Business Designa	tion Group (Plea	se select	t all that apply	')						
MBE	WBE	s	BE	PBE		VET	DVI	ET	ESB	
Minority Business Enterprise	Women-Owned Business	1	mall Business nterprise	Physically Ch Business Ent	CONTRACTOR OF THE PROPERTY.	Veteran Owned Business	Disabled Veteran Owned Business Emerging Sr Business			
							Name of the State			
Number of Cl	ark County N	levada	Residents	Employed:					no en	
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Corporate/Busine	ss Entity Name:	T EVAI	NS RNFA, LLC							
(Include d.b.a., if a	pplicable)									
Street Address:		3126 E	E. LAKE CRES	CENT DR.	v	Vebsite: N/A			ndahan permanan	
City, State and Zip	Code:	KINGV	NOOD, TX 773	39		OC Name: LUCRET			na ana ana ana ana ana ana ana ana ana	
Telephone No:		(281) 9	964-5933		F	ax No: N/A				
				^ -		Valanitas NVA				
Nevada Local Stre		/500 F	PINTO BLUFF	51.	ACCOUNTS OF THE PARTY OF THE PA	Vebsite: N/A			перавично	
(If different from a					- and a second				1	
City, State and Zi	o Code:		EGAS, NV 891	131		ocal Fax No:			land and the second sec	
Local Telephone I	(281) 964-5933				L	Local POC Name: LUCRETIA EVANS				
All entities with the	exception of public	cly-traded	and non-profit o	organizations, musi		mail: <u>TEVANSRNEA</u> nes of individuals holdi			5%) ownership or	
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DISCLOSURE OF RELATIONSHIP

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

Authorized Department Representative

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
`			
"Consanguinity" is a relationsl "To the second degree of co follows:			d degree of blood relatives as
 Spouse – Registered 	Domestic Partners – Childre	n – Parents – In-laws (first de	egree)
 Brothers/Sisters – Ha 	lf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents -	In-laws (second degree)
For UMC Use Only:			
If any Disclosure of Relationship is no	oted above, please complete the folio	owing:	
Yes No is the UMC employee(s)	noted above involved in the contract	ting/selection process for this partic	ular agenda item?
	noted above involved in any way wi	th the business in performance of the	ne contract?
Notes/Comments:			
Signature	on the state of th		

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Addendum, Ordering Document, and Purchaser Agreement with ICU Medical Sales, Inc. and Smiths Medical ASD, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Agreements with ICU Medical Sales, Inc. and Smiths Medical ASD, Inc. for Infusion Pumps and related products; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000705000 Funded Pgm/Grant: N/A

Description: Infusion Pumps

Bid/RFP/CBE: NRS 450.525 & NRS 450.530 - GPO

Term: 84 months from the Ordering Document 1Effective Date

Amount: \$8,476,887.20

Out Clause: Budget Act and Fiscal Fund Out; Termination without Cause upon payment of fee

BACKGROUND:

This request is to enter into a new Addendum and Transaction Documents, including Ordering Document #1, Ordering Document #2, Place Equipment Agreement, and Purchaser Agreement (collectively the "Agreement") between ICU Medical Sales, Inc. and Smiths Medical ASD, Inc. (collectively "ICU") and University Medical Center of Southern Nevada ("UMC") for infusion pumps and related products. This purchase is necessary due to patient safety concerns and will eliminate human factors with UMC's current gravity-driven pumps. Based upon current usage, UMC will compensate ICU in the amount of \$8,476,887.20 for seven (7) years from the effective date. This Agreement has an estimated Tier Supply Cost Savings of \$992,964.31 annually, and an estimated Capital Equipment Cost Savings of \$1,465,900.00. Total estimated Cost Savings over the life of the Agreement is \$8,416,650.17.

There is an estimated Return on Investment/Charge Capture with interoperability with Plum 360 from automated capture of precise, to the second, start/stop times and pauses for infusions. This provides a significant revenue opportunity where infusion is billable (e.g. in areas like ED and outpatient infusion clinics). Please see table below:

Cleared for Agenda February 28, 2024

Agenda Item#

23

		F	ive-Year Outloo	k					
	Year 1		Year 2		Year 3	Year 4	Year 5	Fiv	e-Year Total
Potential Financial Impact by Module									
Reimbursement	\$ 1,103,540	\$	1,103,540	\$	1,103,540	\$ 1,103,540	\$ 1,103,540	\$	5,517,700
Reimbursement - CMS	\$ 668,865	\$	668,865	\$	668,865	\$ 668,865	\$ 668,865	\$	3,344,327
Reimbursement - Private and Others	\$ 434,675	\$	434,675	\$	434,675	\$ 434,675	\$ 434,675	\$	2,173,373
Net Impact of Reimbursement Enhancement	\$ 1,103,540	\$	1,103,540	\$	1,103,540	\$ 1,103,540	\$ 1,103,540	\$	5,517,700

^{**}Per Definitive Healthcare the following key assumptions were made: 95,220 ED patients/year; 38.1% CMS; 10% receiving only hydration; 30% receiving infusions; 50% >90 minutes duration; and assuming 50% of the time the billable infusions are completely and accurately coded.

There is a provision allowing for early termination of all agreements with payment of a termination fee based upon the year of termination (years 1-7) ranging from \$2,945,730.00 in the second year to \$517,190.00 in the seventh year. There is a provision allowing for early termination with payment of a termination fee based upon the year of termination (years 1-7) ranging from \$1,678,080.00 in the second year to \$303,600.00 in the seventh year if UMC continues to purchase Additional Related Disposable. Additional Related Disposables are not proprietary.

There is also a provision to upgrade the equipment once available pursuant to an HPG agreement at a total cost not to exceed \$3,132,150.00.

These Agreements are being entered into pursuant to UMC's Agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

UMC's Director of Materials Management has reviewed and recommends approval of the Agreements. The Agreements have been approved as to form by UMC's Office of General Counsel.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

ADDENDUM

This Addendum ("Addendum") to the below listed agreements, is effective as of the Transaction Effective Date, and is 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, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, ("Purchaser"), on the one hand, and **ICU Medical Sales, Inc.** ("Sales"), having its principal place of business at 951 Calle Amanecer, San Clemente, CA 92673, and **Smiths Medical ASD, Inc.**, having its principal place of business at 6000 Nathan Lane North, Minneapolis, MN 55442, ("ASD," and together with Sales, "Vendor"), on the other hand. Purchaser and Vendor are referred to herein as the "Parties." Defined terms used but not defined herein shall have the meanings ascribed to them in the HPG Agreements and the Transaction Documents.

WHEREAS, Vendor and Health Trust Purchasing Group, LLP have entered into certain agreements listed on Exhibit A (the "HPG Agreements") associated with the Transactions defined below and contemplated by the Parties and the Parties are concurrently herewith entering into certain additional agreements identified on Exhibit A and which govern such Transactions, (collectively "Transaction Documents"); and

WHEREAS, Purchaser wishes to purchase certain Equipment, Devices, Vendor Software, and Accessories from Vendor ("Transactions"), each as defined in the HPG Agreements and the Transaction Documents, and such purchases will be made pursuant to the Transaction Documents; and

WHEREAS, Purchaser and Vendor wish to amend and supplement the Transaction Documents in certain respects as provided in this Addendum.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Purchaser and Vendor hereby agree as follows:

Notwithstanding anything to the contrary in the Transaction Documents or the HPG Agreements the following shall control and supersede any provision to the contrary as it relates specifically to the Transactions:

1. Effective Date.

- a. The Transaction Documents, including this Addendum, will be effective from the date of last signature below ("Transaction Effective Date") and the term of the Transaction Documents shall continue for a period of 84 months from the Ordering Document Effective Date for Ordering Document #1, unless earlier terminated in accordance with the provisions herein.
- b. All recurring payments in the Transaction Documents commence on the Ordering Document Effective Date for Ordering Document #1.
- c. Purchase commitments under the Placed Equipment Agreement (1119) and the Purchaser Agreement (7679) commence on the Ordering Document Effective Date for Ordering Document #1.
- d. The date of one-time payments and annual fees shall be thirty (30) days from the date of invoice.
- 2. <u>Governing Law</u>. The Transactions and Transaction Documents shall be governed by and construed in accordance with the laws of the State of Nevada, without reference to its conflict of laws principles.

- 3. <u>Indemnification</u>. Any and all indemnifications, shall be qualified with the following: "to the extent authorized by Nevada law."
- 4. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under the Transaction Documents between the Parties shall not exceed those monies appropriated and approved by Purchaser for the then current fiscal year under the Local Government Budget Act. The Transaction Documents shall terminate and Participant's obligations under each shall be extinguished at the end of any of Purchaser's fiscal years in which Purchaser'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 the Agreement. Purchaser agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to the Transaction Documents, and further UMC agrees to request budget approval annually. In the event this Section is invoked, the affected Transaction Document(s) will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve Purchaser of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated, nor any liability which has accrued prior to the effective date of such termination. Upon termination under this Section, for every Equipment or Device purchased pursuant to the Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices to which Vendor retains title, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor.
- Liquidated Damages. All references to liquidated damages shall not be applied to the Transactions.
 The Parties expressly agree that Section 7 of this Addendum shall not be interpreted to be affected by this Section 5.
- 6. Public Records Act. Vendor acknowledges that Purchaser is public county-owned Purchaser which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its contracts are public documents available to copying and inspection by the public. If Purchaser receives a demand for the disclosure of any information related to the Agreement which Vendor has claimed to be confidential and proprietary, such as Vendor's pricing, programs, services, business practices or procedures, Purchaser will immediately notify Vendor of such demand and Vendor shall promptly notify Purchaser of its objection to disclosing such information and request that Purchaser provide a redacted version of the public record sought or seek injunctive relief in a Nevada court. In the absence of such notification or a subsequent protective order by a Nevada court with jurisdiction over Purchaser not to release the requested information, it will be released without any further obligation or liability to Purchaser.

7. Termination Without Cause.

After purchaser without cause prior written notice and payment of the termination fees set forth herein. Should termination without cause occur in the middle of an Agreement Year, the termination fees shall be adjusted proportionately based on the units and dollars purchased during the Agreement Year. As used herein, termination "without cause" means a termination by Purchaser that is not expressly permitted by the terms of the Transaction Documents or HPG Agreements.

7.1 Ordering Document #1 – Full Termination Without Cause

With respect to Ordering Document #1 and its associated Transaction Documents, in the event Purchaser terminates without cause such Transaction Documents prior to the expiration of its Term, then for every Equipment or Device placed pursuant to such Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices

to which Vendor retains title pursuant to the Transaction Documents, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor. In addition to enforcing Purchaser's obligations in the preceding sentence, as Vendor's sole and exclusive remedy for such termination, and as a termination fee, and not as a penalty, Purchaser shall pay to Vendor the termination fees

7.2 Ordering Document #1 – Partial Termination Without Cause

With respect to Ordering Document #1 and its associated Transaction Documents, in the event Purchaser terminates the Equipment and Software products on the Ordering Document #1 and the Placed Equipment Agreement without cause (but continues to purchase Additional Related Disposables) prior to the expiration of its Term, then for every Equipment or Device placed pursuant to such Transaction Documents, Purchaser shall immediately (i) deliver possession to Vendor of all such Equipment or Devices to which Vendor retains title pursuant to the Transaction Documents, (ii) cease using the applicable Vendor Software and Documentation for all such Equipment or Devices and (iii) promptly certify to Vendor in writing that all copies (in any form or media) of the Vendor Software and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Vendor. In addition to enforcing Purchaser's obligations in the preceding sentence, as Vendor's sole and exclusive remedy for such termination, and as a termination fee, and not as a penalty, Purchaser shall pay to Vendor the termination fees

- 7.3 The parties agree that termination fees and other obligations set forth in Section 7 of this Addendum constitute a reasonable pre-estimate of such damages ICU Medical will suffer as a result of the envisaged circumstances; and are to be assessed as termination fees and not as a penalty.
- 8. <u>Upgraded Equipment</u>. Once the Plum Duo and LifeShield (the "Upgraded Equipment") is made available pursuant to an HPG Agreement, Vendor shall notify Purchaser and Purchaser shall be entitled to purchase the Upgraded Equipment upon the following terms:
 - a. The price for the Upgraded Equipment shall be the price set forth in the HPG Agreement and not to exceed the budgetary quote dated January 29, 2024, and attached hereto as Exhibit B.
 - c. Upon execution of an Order Form and Purchaser's payment of the Upgraded Equipment, the termination fees set forth in Section 7.1 and 7.2 above as it relates to the Equipment placed on the Ordering Document #1 and the Placed Equipment Agreement as defined in Section 7 shall be deemed satisfied. For sake of clarity, Purchaser will be required to meet the Additional Related Disposables for the Upgraded Equipment as defined in the Placed Equipment Agreement.

- d. The Purchase of the Upgraded Equipment shall be documented by an Order Form which shall be subject to the terms and conditions of this Addendum, the Transaction Document (to the extent applicable) and the applicable HPG Agreement except as modified in this Section 8.
- 9. <u>Conflicts.</u> To the extent of any conflict between this Addendum and any HPG Agreement or Transaction Document, the terms of this Addendum shall control.
- 10. <u>Assignment.</u> Vendor is expressly permitted to assign this Addendum and any or all Transaction Documents in whole or in part (including assignment of the right to receive payment) between Sales and ASD by providing notice to Purchaser and assumption of obligations by ASD.
- 11. <u>Notices</u>. All notices required under this Addendum, the transaction Documents and the HPG Agreements must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, or by hand delivery, and directed to the appropriate party as follows:

To Purchaser University Medical Center of Southern Nevada

Attn: Legal Department

1800 West Charleston Boulevard

Las Vegas, Nevada 89102

To Vendor: ICU Medical Sales, Inc.

Smiths Medical ASD, Inc. 951 Calle Amanecer San Clemente, CA 92673 Attn: General Counsel

Except as expressly amended and supplemented by this Addendum, the HPG Agreements and Transaction Documents shall remain in full force and effect.

For information purposes only, the potential liability for termination fees is \$2,945,730.00.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have executed this Addendum on the dates set forth below.

ICU Medical Sales, Inc.	University Medical Center of Southern Nevada
Signature:	Signature:
Printed Name: Richard Nevin	Printed Name: Mason Van Houweling
Title: Vice President, Contracting	Title: Chief Executive Officer
Date:	Date:
Smiths Medical ASD, Inc.	
Signature:	
Printed Name: Richard Nevin	
Title: Vice President, Contracting	
Doto	

Exhibit A

<u>HPG Agreements</u> (as amended from time to time)

- Purchasing Agreement (HPG-1119), effective October 15, 2016
- Amended & Restated Purchasing Agreement (HPG-7679), effective February 1,2018
- Purchasing Agreement (HPG-39581), effective September 1, 2022
- Purchasing Agreement (HPG-908), effective January 1, 2024
- Purchasing Agreement (HPG-1351), effective January 1, 2022

<u>The Transaction Documents</u> (as amended from time to time)

- This Addendum
- Ordering Document #1 (Placed Equipment for Plum 360TM), including its Information Security Exhibit, Hardware Minimum Acceptable Service Level Agreement, On Premises Software Terms and Conditions Exhibit, and Statement of Work (if applicable)
- Ordering Document #2 (Purchase Summary of CADD & MedfusionTM), including its Information Security Exhibit, On Premises Software Terms and Conditions Exhibit, and Statement of Work (if applicable)
- Placed Equipment Agreement (1119)
- Purchaser Agreement (7679), effective February 1, 2024
- Letter to Confirm the Removal of Install Base Records

Exhibit B



UMC of Southern Nevada Las Vegas, NV 89102 HealthTrust January 29, 2024

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Part Number	Description	Unit Price	Quantity	Extended Total
40002	Plum Duo™ Infusion Pump			
		Hardware Total		

Implementation Services

Part Number	Description	Unit Price	Quantity	Extended Total
17587	LifeShield™ Essential Software Implementation (per pump)		1	
17590	LifeShield™ IV EHR Interoperability Implementation (per pump)		1	

Annual Software User Fees

Part Number	Description	Unit Price	Quantity	Extended Total
17800	LifeShield™ Essential Annual Software Fee* (per pump)			
17802	LifeShield™ IV EHR User Fee** (per pump)			
17803	Additional Data Storage Fee			
		Annual Soft	ware User Fees Total:	

Year 1 Initial Purchase

Hardware Implementation Services Fees (1st Year) Annual Software User Fees (1st Year)	Description	Year 1 Initial Purchase	Annual Software User Fees	Extended Total
	Hardware			
Annual Software User Fees (1st Year)	Implementation Services Fees (1st Year)			
	Annual Software User Fees (1st Year)			
Subtotal: \$3,132,150.	Subtotal:			\$3,132,150.00

^{***}The ICU Medical Software Annual User Fees, Disposables, Consumables (if applicable), and Extended Services are subject to annual price increases.

This is a Non-Binding Price Quote. Price Quotes are valid for thirty (30) days unless otherwise specified in writing. A binding contract only exists after execution of a written agreement between ICU Medical and Customer.

This Price Quote is valid only for the ICU Medical Product purchase as defined herein. Any changes to the number and type of devices, servers, facilities, drug libraries, or orther products will require adjustment to the prices quoted.

ICU Medical Implementation fees, Interoperability fees and/or Professional Services Implementation fees that are not included in this Price Quote require an updated and/or additional Price Quote.

All information contained in this quote is strictly confidential. Customer and its affiliates will not disclose the terms of this quote to any party without ICU Medical's prior written consent.

For device upgrades Customer may be required to properly pack and return current ICU Medical devices. Additional terms shall apply.

Prepared by: MT



PURCHASER:	University Medical Center of Southern Nevada	ADDRESS:	1800 W Charleston Blvd.
REPRESENTATIVE:	Kelly Daniels		Las Vegas, NV 89102
ENDOR:	ICU Medical Sales, Inc		
AGREEMENT NO.:	#1119	PHONE:	702-207-8337
ORDER NO.:	n/a	FAX:	n/a
RDERING OCUMENT FFECTIVE DATE:	First Day of the month following shipment of Devices	EMAIL:	Kelly.Daniels@umcsn.com
ND DATE:	Eighty-Four (84) months from the Ordering Document Effective Date	ORDERING DOCUMENT TERM	Eighty-Four (84) Months

Document Effective Date") and incorporates by reference and is governed by the terms and conditions of the Purchasing Agreement having the Agreement Number set forth above (the "Agreement"), by and between HealthTrust Purchasing Group, L.P., ("HealthTrust"), and the Vendor identified above ("Vendor"). All capitalized terms not defined herein or in an Exhibit attached hereto have the meaning set forth in the Agreement. Purchaser, as a Participant to the Agreement, may order Products and Services from Vendor by executing and delivering this Ordering Document, including any completed Order Forms and Statements of Work, to Vendor.1

PRODUCTS & SERVICES

The Purchaser may use this Ordering Document to order and purchase any or all of the Products and Services identified herein by filling out the attached order forms ("Order Forms") and related Statements of Work. Purchaser may order Products and Services on its own behalf or on behalf of a current Affiliate. Purchaser shall be responsible for its Affiliates' compliance with this Ordering Document (including any terms incorporated by reference) and shall pay in accordance with this Ordering Document for any Products and Services to be provided to Affiliate(s) hereunder. Purchaser must specify the Products and Services that Purchaser wishes to purchase from Vendor by completing the applicable "Section" of the attached Order Forms for such Products and Services. Any Professional Services ordered hereunder will require Purchaser and Vendor to enter into a Statement of Work substantially in the form attached to this Ordering Document.

- Products. Products ordered or purchased under this Ordering Document may include, without limitation, (a) On-Premise / Install Based Software; and (b) Equipment.
- Services. Services ordered or purchased under this Ordering Document may include, but are not limited to, (a) SaaS Services, (b) Professional Services which include, without limitation, any Installation and Configuration Services, and (c) Support and Maintenance Services.
 - NOTE: Terms governing Support and Maintenance Services are set forth in the Appendices to the Exh bit applicable to the particular type of Product or Service. The Fees for Support and Maintenance Services are set forth in Exhibit A to the Agreement.

ORDERING INSTRUCTIONS

In order to correctly place orders for Products and Services using this Ordering Document, Purchaser and Vendor must complete as applicable:

- Order Forms. Specify the Products and/or Services for order or purchase by completing the Order Forms applicable to such Products and Services on the following page. In each Order Form (other than the Professional Services Order Form) you must specify whether Professional Services are required by writing 'Yes' or 'No' in the Professional Services column.
- Statements of Work. For any Products and Services requiring Professional Services, identify and describe such Professional Services Section E: Professional Services of this Order Form and complete a Statement of Work for such Professional Services as required by the Professional Services Exhibit to the Agreement.
- Delivery. Deliver the executed Ordering Documents including completed Order Forms and any applicable Statements of Work.

Upon Vendor's receipt of this Ordering Document, properly executed by Purchaser, this Ordering Document including any Order Forms and Statements of Work becomes legally binding unless rejected by Vendor for any of the following reasons: (1) Purchaser Representative identified above does not have the authority to bind Purchaser to this Ordering Document, (2) changes have been made to this Ordering Document (other than completion of the Ordering Document information and the signature block), or (3) the requested information or signature is incomplete or does not match Vendor's records or the rest of this Ordering Document.

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Ordering Document to be executed by their duly authorized representatives.

[PURCHASER]	[VENDOR]
Signature	Signature
Mason Von Houweling	Richard Nevin
Printed Name	Printed Name

¹ HealthTrust must approve in writing and in advance any changes made to this Ordering Document.



Chief Operating Officer

\/D		Cantra	
٧P	-	Contra	acung

Date	Date

Title

ORDER FORM

Title

Complete any applicable Order Forms for Products and Services. In each Order Form (other than the Professional Services Order Form) indicate <u>only</u> whether or not such Professional Services are required by writing 'Yes' or 'No' in the Professional Services Column. If Professional Services are required in connection with such Product or Service, you must (a) complete Section E: Professional Services of this Order Form; (b) identify the Product or Service that requires such Professional Service in the "Equipment/Software" column. You must then complete the attached Form of Statement of Work to complete an order for any Professional Service.

SECTION A. ON BREM	OF / INOTAL	L DAGED 00	ETWARE ORD						
SECTION A: ON PREMI			FIWARE ORD	ER					
Vendor Software:	ICU Medical								
Description:	IV medicatio	n management p	olatform that can	help reduce me	dication e	rrors, ii	mprove qua	ality of care, streamline	workflows
	and maximiz	e revenue captu	re.						
Designated Site(s):	1800 W Cha	rleston Blvd.							
	Las Vegas, N	Vegas, NV 89102							
Purchaser Affiliates:	none	• /							
Delivery Method:	Included with Section E Professional Services								
Professional Services: Software Installation and Co			nfiguration Service	es [Y/N]:	Fees:	See	applicable	Statement of Work	
Software Maintenance and Support Services [Y/N]:		ices [Y/N]:			Fees:				
License(s):	CPU	Server	Site	Enterprise	Deskt	ор	User	Concurrent User	MIPS
	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A
Quantity:	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A
							·		·
Total License Fees:	N/A								

Acknowledgement: By completing Section A of this Order Form for On-Premise/Install Based Software and signing the Ordering Document, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the On-Premise / Install Based Software Master Terms Exhibit and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

SECTION A(ii): Annual User Fee Table				
Description	Annual	Device	Extended Price	Monthly Installment
	User Fee	Quantity		Amount
Annual MedNet™ Fee:		1,139		
Annual EHR Interface Fee		1,139		
Annual ICU Data Analytics Service Fee		1		
Additional Server Fee	None	0	n/a	n/a

SECTION B:	EQUIPMENT PURCHASE					
Equipment	Description	Quantity	Designated Site(s):	Professional Services [Y/N] (fees in applicable Statement of Work)	Market Price Per Device	Purchase Price Per Device
General Infusion Device	Plum 360™ Device (Item # 30010)	1,139	University Medical Center of Southern Nevada 1800 W Charleston Blvd. Las Vegas, NV 89102	Y		Per Placed Equipment Agreement



Purchaser At	ffiliates:					
SaaS Service	Description	Usage & Restrictions	Local Software [Y/N]	Professional Service [Y/N]	Market Price	SaaS Subscription Fees
	[Institutional Requirements, if applicable]	N/A	N/A	N/A	N/A	N/A
Remote Hosting	N/A	N/A	N/A	N/A	N/A	N/A
Annual MedNet™ Fee (if hosted by Vendor)	N/A	N/A	N/A	N/A	N/A	N/A

Acknowledgement: By completing Section C of this Order Form for SaaS Services and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the SaaS Service Software Master Terms and Conditions Exhibit and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

Term: Ordering Document Term.

SECTION D: DEVICE EXTENDED SERVICES

Comprehensive Device Extended Service Table (as Defined in Exhibit A)

	Extended Service Programs				
Device Description	Category I	Category II	Category III		
Device Description	Annual per Device	Annual per Device	Annual per Device		
	Fee	Fee	Fee		
Plum 360™ Device		n/a	n/a		

Vendor offers a category 1 option for Device extended service beyond the Vendor warranty for Devices ("Service Hub Option"). Beginning upon either (i) the Effective Date or (ii) the day after the expiration of the Vendor warranty for Devices, whichever is later and for the remaining Term, Customer shall pay Vendor, the applicable Service Hub Option at the pricing set forth herein. This category covers the repair of Infusion Pump that fails to function in accordance with operating specifications in the Product Documentation. Replacement batteries are not included in the Service Hub Option. Devices requiring service shall be packed securely and shipped freight pre-paid by Customer at Customer's expense to Vendor's service facility (currently located at 4455 Atherton Drive, Salt Lake City, UT 84123). Customer agrees to clean and decontaminate all Devices prior to Vendor personnel repairing the Devices. Vendor shall repair or replace Infusion Pump, at Vendor's sole discretion, and ship freight pre-paid, to Customer within approximately five (5) business days from receipt of Devices from Customer. In the event of a replacement, the parties shall update, among others, all relevant records containing the serial number of the replaced Infusion Pump.

Device Re-Entry Fee Table (if applicable)

Number of Devices	Device Description
N/A	N/A

Acknowledgement: By completing Section D of this Order Form for Comprehensive Device Extended Service and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Hardware MASL and (b) the Information Security Exhibit, each of which are attached hereto and incorporated herein by reference.

SECTION E: PROFESSIONAL SERVICES					
Type of Professional Services	Description	Designated Site(s):	Equipment/Software	Market Price	Fees
ICU Medical MedNet™	See attached Statement of	1800 W Charleston Blvd	Plum 360™		see
Premium Implementation Fee	Work	Las Vegas, NV 89102			attached
ICU Medical MedNet™ IV EHR	See attached Statement of	1800 W Charleston Blvd	Plum 360™		Statement
Initial Implementation Fee	Work	Las Vegas, NV 89102			of
					Work
			TOTAL:		

Acknowledgement: By completing Section E of this Order Form for Professional Services, the applicable Statement(s) of Work and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of this Agreement and any attached Statement of Work.

Total minumum seven year value of the #1119 Ordering Document = \$2,704,416

^{**}Specify the Software or Equipment purchased under this Ordering Document which requires Professional Services.



Additional Ordering Document Terms and Conditions

- (a) Invoicing, Payment, and Shipping Terms.
- (i) Payment terms are Net 30 days paid by EFT from the date of invoice. Products are shipped F.O.B. Origin (freight prepaid and absorb). Vendor shall remain responsible for replacing, at Vendor's sole expense, any Products lost or damaged in transit and, provided that Vendor has timely shipped replacement Products to the applicable Purchaser, shall be entitled to retain the proceeds of any damage-in-transit insurance claim.
 - (ii) Upon the first shipment of Devices, Vendor shall invoice Purchaser for the Devices and for any applicable Accessories.
- (b) Disclosure / Government Reporting. The purchase prices under this Ordering Document (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320a-7b(b)(3)(A). In addition, any value provided to the Purchaser under the warranties set forth in this Ordering Document shall be provided in accordance with the provisions of the federal anti-kickback statute warranty safe harbor regulation (42 CFR Section 1001.952(g)). Purchaser shall properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Purchaser for the items to which the discount applies. Further, Purchaser shall retain invoices and other price documentation and make them available to federal or state officials upon request.

(c) Annual User Fees.

(i) ICU Medical MedNet™ Annual Subscription Fees. Subject to the terms and conditions of this Ordering Document, Vendor hereby grants to Purchaser a non-exclusive, nontransferable, irrevocable (except upon termination of this Ordering Document) license use the Vendor Medical MedNet™ Medication Management Products listed in Section B (the "ICU Medical MedNet™ Product") in accordance with the terms and conditions herein and as set forth in the applicable Exh bit solely during each annual period for which Purchaser has paid Vendor the nonrefundable Annual Subscription Fee which shall be invoiced as provided in the Agreement (each such annual period an "Annual Subscription Period"). The initial Annual Subscription Period will commence on the Ordering Document Effective Date and will terminate 1 year thereafter. Thereafter, the Annual Subscription Period shall automatically renew for successive annual periods through the Ordering Document Term or termination. For all subsequent Annual Subscription Periods, Purchaser shall pay the Annual Subscription Fee. This Annual Subscription Fee shall support the Devices set forth in Section B. If Purchaser adds any additional servers and/or acquires any additional Devices, the Annual Subscription Fee

The ICU Medical MedNet™ Product is only authorized for use at the

applicable Purchaser site(s) identified herein.

- (ii) ICU Medical MedNet™ EHR Interface Annual User Fees. In consideration for access to ICU Medical MedNet™ IV clinical integration function that provides an interface with Purchaser's current electronic health records system ("EHR") to allow Auto-Programming with Auto-Documentation (automated programming of order settings on the Devices with automated EHR documentation of infusion activity) OR Medication ID Programming with Auto-Documentation (automated programming of only the identity of ordered medication and concentration on the Devices with automated EHR documentation of infusion activity) OR Auto-Documentation Only (automated EHR documentation of infusion activity) (the "EHR Interface"), Purchaser agrees to pay Vendor the nonrefundable annual fee specified in Section E ("EHR Interface Annual User Fee"). Purchaser agrees not to access or attempt access of the EHR Interface through any manner other than by paying the EHR Interface Annual User Fee. Purchaser shall pay the EHR Interface Annual User Fee for each successive ICU Medical MedNet™ Annual Use Period during the Ordering Document Term. The EHR Interface is only authorized for use at the sites identified herein. Any additional sites added shall require the EHR Interface Annual User Fee to be updated to reflect the then current number of systems and sites utilizing the EHR Interface. Vendor may suspend the services related to, or at its discretion terminate access to the EHR Interface if Purchaser breaches any material term or condition provided in this Ordering Document, including without limitation, failure to pay the EHR Interface Annual User Fee, and such breach is not remedied within 60 days after written notice of the breach.
- (d) Implementation Fees. The ICU Medical MedNet™ Implementation Fee listed in Section E covers

 (collectively the "ICU Medical MedNet™ Implementation Services"). If Purchaser has chosen to implement the ICU Medical MedNet™ Product at different times and/or at multiple sites and/or for multiple Device types, then each individual ICU Medical MedNet™ Implementation Fee listed in Section

In such an event, if Vendor and Purchaser mutually agree to have Vendor perform any of the remaining ICU Medical MedNet™ Implementation Services, then Vendor shall charge Purchaser, based on Vendor's then current standard time and material rates, for those remaining ICU Medical MedNet™ Implementation Services after the performance thereof. In the event that Purchaser is migrating current Vendor devices to new Vendor Technology then the data migration of log files, bio-medical information and infusion pump data is not included in this service but may be available under a separate agreement for an additional fee.

EHR Integration Fees. ICU Medical MedNet™ EHR Integration Implementation Fee. The ICU Medical MedNet™ EHR Integration Implementation Fee listed in this Section E covers

(collectively the "ICU Medical MedNet™ EHR Integration Implementation Services will be limited to Purchaser understands and agrees that if Purchaser requests ICU to provide, and ICU agrees to provide, any additional ICU Medical MedNet™ EHR Integration Implementation Services, including with respect to any Purchaser units other than then ICU shall charge Purchaser Vendor's then current standard time and material rates for any and all additional services. Upon notification by Purchaser that Purchaser is ready to initiate the ICU Medical MedNet™ EHR Integration implementation, Vendor shall provide a Statement of Work ("SOW") that reviews the project scope, goals, methodology, roles and responsibilities, milestones, and deliverables.

(f) Data Analytics Fee. Vendor shall provide Purchaser with evaluation and trending of associated outcomes and monthly scorecards of Purchaser's ICU Medical MedNet™ data ("ICU Data Analytics Service"). In order to obtain the ICU Medical Data Analytics Service, Purchaser must pay the nonrefundable annual ICU Data Analytics Service Fee, as specified in SECTION B(ii): Annual User Fee upon shipment of Devices. THE VENDOR DATA ANALYTICS SERVICE FEE SHALL BE AUTOMATICALLY RENEWED FOR EACH SUCCESSIVE ANNUAL USE PERIOD UNLESS TERMINATED BY PURCHASER BY PROVIDING WRITTEN NOTICE TO VENDOR AT LEAST 60 DAYS PRIOR TO THE END OF THE THEN CURRENT ANNUAL USE PERIOD. Vendor shall



provide ICU Data Analytics Service for the servers and sites set forth herein. If Purchaser increases the servers or sites, then any ICU Data Analytics Server Fee shall immediately and automatically be increased to reflect the then current number of servers or sites Purchaser is utilizing. Purchaser must allow Vendor to remotely access the Server(s) via a restricted virtual private network as needed in order for Vendor to provide the ICU Data Analytics Service.

FORM OF STATEMENT OF WORK

This Statement of Work (this "Statement of Work") dated as of the Effective Date of the Ordering Document (the "Statement of Work Effective Date"), between University Medical Center of Southern Nevada, with its principal place of business located at 1800 W Charleston Blvd., Las Vegas, NV 89102, for the benefit of itself, and its Affiliates (collectively "Purchaser"), and ICU Medical Sales, Inc., a business entity with offices located at 275 N. Field Drive Lake Forest, IL 60045 ("Vendor"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Professional Services Attachment (the "Professional Services Attachment"). This Statement of Work is made and issued in connection with any Professional Services ordered or purchased by Purchaser under the Ordering Documents as specified in the applicable Order Forms.

Pursuant to the terms of the Professional Services Attachment and the Purchasing Agreement between HealthTrust Purchasing Group, L.P., and Vendor with an Agreement No. 1119 ("Agreement"), which are incorporated herein by reference, and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. GENERAL TERMS

- 1.1 This Statement of Work applies solely to the University Medical Center of Southern Nevada with the Professional Services to be performed primarily at the 1800 W Charleston Blvd., Las Vegas, NV 89102. This Statement of Work is under the Professional Services Attachment and the Agreement and is subject to all terms and conditions of each of the foregoing. In the event of any conflict between the terms of this Statement of Work and any terms of the Professional Services Attachment or the Agreement, the Agreement, or the Professional Services Attachments terms, as applicable shall control. Notwithstanding the foregoing, if a provision of this Statement of Work specifically references a provision in the Agreement and provides that the provision of this Statement of Work shall either amend such provision or control in the event of a conflict, then such provision in this Statement of Work shall control with respect to the Professional Services under this Statement of Work.
- 1.2 The term of this Statement of Work ("Statement of Work Term") shall commence on the Statement of Work Effective Date and shall expire upon the later of (i) Purchaser's Acceptance (defined below) of all Professional Services under this Statement of Work.
- 1.3 This Statement of Work may be executed in any number of counterparts by the parties hereto and delivered in person or by facsimile transmission or electronic mail, each of which, when so executed and delivered, shall be deemed an original, but such counterparts shall together constitute but one and the same Statement of Work.

2. SCHEDULE OF PROFESSIONAL SERVICES TO BE PROVIDED

2.1 Listed below are descriptions and/or specifications of the Professional Services to be performed and the Milestones (which shall include, without limitation, source code and system and user documentation for any software Deliverable, if applicable) to be delivered to Purchaser under this Statement of Work. Also included in the descriptions below are the completion and Acceptance Criteria/metrics for the Professional Services and Deliverables under this Statement of Work (the "Acceptance").

Deliverables and Dates

Deliverable or Task Description	Delivery Date	Acceptance Criteria	Milestone
Vendor will have a kick off	Vendor and Purchaser will	Refer to Section 3 of the	Milestone timelines will be
meeting after Ordering	mutually agree upon a	General Terms	determined by the parties
Document signature to	delivery date after the creation		during the kick off meeting an
determine deliverable	of the drug I brary (and as per		as per the Statement of Work
timelines	the Statement of Work)		

2.2 Listed below is the name and address of a Project Manager for each of Purchaser and Vendor.

Purchaser Project Manager Vendor Project Manager Name: Purchaser Project Manager to be determined by Name: Vendor Project Manager to be determined University Medical Center of Southern Nevada upon execution of the Ordering Document upon execution of the Ordering Doc To be determined based on above To be determined based on above Address: Address: To be determined based on above To be determined based on above Telephone: To be determined based on above_ Telephone: To be determined based on above_ Fax: n/a Fax: n/a To be determined based on above_ To be determined based on above E-mail: E-mail:

- 2.3 All Professional Services performed pursuant to this Statement of Work shall be performed at either the fixed price set forth below or the time and materials basis with labor rates and materials prices set forth below. This Statement of Work will not exceed the amount specified below without prior written approval of the Parties. Purchaser will pay the undisputed amounts of invoices in accordance with the Agreement.
 - · As identified in Section E
- 2.4 Any item not specifically provided in this Statement of Work is considered out of scope. Purchaser may at any time request a modification to the Professional Services by providing Vendor with written details of the modification. Vendor shall determine in good faith whether such modifications are commercially and technically feasible, and, if such modifications are commercially and technically feasible, Vendor shall submit a change request to this Statement of Work that includes the modifications along with an estimate of the fees for such modifications. If Vendor and Purchaser both execute such change request, then the modifications to the Professional Services will be performed either at the fixed fee set forth in the change order, or on a time and material basis. For the sake of clarity, no modifications shall be valid unless and until a change request has been signed by both Vendor and Purchaser.
- 2.5 Listed below are the detailed functional and technical specifications and standards for all Professional Services and Deliverables, including, without limitation, test plans, test scripts and quality standards, and the methodology to be used by Vendor in performing under this Statement of Work.
 - See Outline of Respons bilities



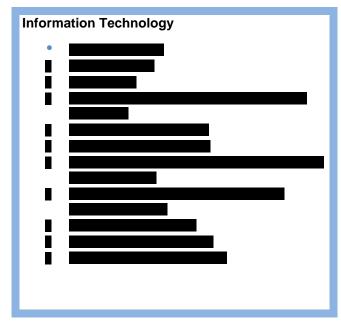
- 2.6 Listed below are the Documentation standards that the Vendor will follow with respect to the Professional Services and the Deliverables under this Statement of Work.
 - See Outline of Respons bilities
- 2.7 Listed below are specific responsibilities and roles that Vendor shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Professional Services.
 - · See Outline of Respons bilities
- 2.8 Listed below are specific responsibilities and roles that Purchaser shall perform, including, without limitation, the procurement of any special equipment or materials for use in performance of the Professional Services.

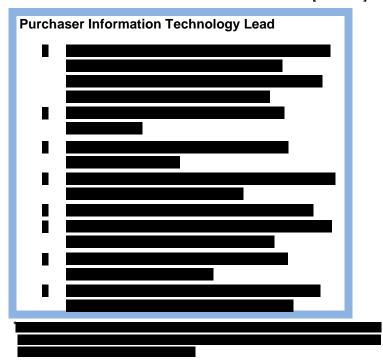
OUTLINE OF RESPONSIBILITIES





Project Manager





Vendor
Outline of Services and Responsibilities



Purchaser
Outline of Responsibilities











Clinical Education / Go-Live days

Clinical Education: Go-Live Support:

2.9 Listed below are additional terms and conditions that shall govern this Statement of Work (e.g., software maintenance, data conversion, and training provisions).

2.10 Purchaser shall allow Vendor to remotely access the server(s) via a restricted virtual private network to: (i) install Updates, (ii) provide the ICU Medical MedNet™ Safewatch™ Services, (iii) if purchased for a separate fee, Data Analytics Services, and (iv) diagnose and resolve ICU Medical MedNet™ Product errors. Purchaser shall provide reasonable assistance to ICU to allow ICU to perform such actions through such remote access. If Purchaser is unable to provide remote access to the server(s) via a restricted virtual private network or if ICU determines that such remote access is not adequate to install Updates, then Vendor shall charge Purchaser for on-site installation of Updates. Purchaser shall provide, without charge, physical access to premises, equipment, and user data as and when requested by Vendor as part of the Update installation or error diagnosis or correction. Failure to provide such remote or on-site access may prohibit effective action by Vendor and accordingly Vendor shall not be liable for failure to provide Maintenance and Support Services, including providing Updates. If the Purchaser agrees to on-site support for error diagnosis and/or correction, but it is later determined by ICU that the error was not caused by a defect in the ICU Medical MedNet™ Product, Purchaser shall pay for ICU's on-site support at Vendor's consulting rates, plus Vendor's reasonable out-of-pocket expenses Listed below is the Vendor Personnel that will perform Professional Services under this Statement of Work.

- Vendor Personnel will be determined upon signature of the Ordering Document
- 2.11 Listed below are the fees for this Statement of Work.
 - As identified in Section E
 - Listed below is the schedule for completion of this Statement of Work. [to be completed upon execution of the Ordering Dec]—Both parties will
 mutually agree upon a schedule for completion of the Statement of Work during the kick off call, which occurs after the signature of the Ordering
 Document

3.			

4. WINDING DOWN

4.1 Listed below are the steps Vendor will take to assist Purchaser in taking over the Professional Services, or in transitioning such work to another vendor, in the event of termination of the Statement of Work.

•

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their duly authorized representatives.

[PURCHASER]	[Vendor]
Signature	Signature
Mason Von Houweling	Richard Nevin
Printed Name	Printed Name
Chief Operating Officer	VP -Contracting
Title	Title

Date

Date

Exhibit K

Ordering Document

PURCHASER:	University Medical Center of Southern Nevada	ADDRESS:	1800 W Charleston Blvd
REPRESENTATIVE:	Kelly Daniels		Las Vegas, NV 89102
VENDOR:	Smiths Medical ASD, Inc.	_	
AGREEMENT NO.:	HPG-1351	PHONE:	702-207-8337
ORDER NO.:	Quotes SP 231202-000054, SP 231208-002517	FAX:	
EFFECTIVE DATE:	12.11.2023	EMAIL:	Kelly.Daniels@umcsn.com

AGREEMENT

This Ordering Document having the Order Number set forth above (this "Ordering Document"), incorporates by reference and is governed by the terms and conditions of the Purchasing Agreement having the Agreement Number set forth above (the "Agreement"), by and between HealthTrust Purchasing Group, L.P., ("HealthTrust"), and the Vendor identified above ("Vendor"). All capitalized terms not defined herein have the meaning set forth in the Agreement. Purchaser, as a Participant to the Agreement, may order Products and Services from Vendor by executing and delivering this Ordering Document, including any completed Order Forms and Statements of Work, to Vendor.¹

PRODUCTS & SERVICES

The Purchaser may use this Ordering Document to order and purchase any or all of the Products and Services identified herein by filling out the attached order forms ("**Order Forms**") and related Statements of Work, if applicable. Purchaser must specify the Products and Services that Purchaser wishes to purchase from Vendor by completing the applicable "Section" of the attached Order Forms for such Products and Services. Any Professional Services ordered hereunder except IT Implementation Services, Product User Training, and Biomedical Product Maintenance Training as defined in Appendices 1, 2, and 3 of the Professional Services Exhibit, will require Purchaser and Vendor to enter into a Statement of Work substantially in the form attached to this Ordering Document.

Products. Products ordered or purchased under this Ordering Document may include, without limitation, (a) <u>On-Premise / Install Based Software</u>; and (b) <u>Equipment</u>.

Services. Services ordered or purchase under this Ordering Document may include, but are not limited to, (a) IT Implementation Services, Product User Training, and Biomedical Product Maintenance Training, and (b) <u>Professional Services</u>, and (c) <u>Support and Maintenance Services</u>.

NOTE: Terms governing IT Implementation Services, Product User Training, Biomedical Product Maintenance Training, and Support and Maintenance Services are set forth in the Appendices to the Exhibit applicable to the particular type of Product or Service. The Fees for Support and Maintenance Services are set forth in **Exhibit A** to the Agreement.

ORDERING INSTRUCTIONS

In order to correctly place orders for Products and Services using this Ordering Document, Purchaser and Vendor must: 1.

Order Forms. Specify the Products and/or Services for order or purchase by completing the Order Forms applicable to such Products and Services on the following page. In each Order Form (other than the Professional Services Order Form) you must specify whether Professional Services are required by writing 'Yes' or 'No' in the Professional Services column.

Statements of Work. For any Professional Services requiring a Statement of Work, identify and describe such Professional Services in the Professional Services Order Form and complete a Statement of Work for such Professional Services as required by the Professional Services Attachment to the Agreement.
 3.

Delivery. Deliver the executed Ordering Documents including completed Order Forms, Vendor Quotation, Purchase Order (referencing Vendor Quotation Number) and any applicable Statements of Work to Vendor via email at: DublinCES@icumed.com (or such other email address as specified by Vendor) or to your applicable Vendor sales representative.

SIGNATURES

¹ HealthTrust must approve in writing and in advance any changes made to this Ordering Document.

Upon Vendor's receipt of this Ordering Document, properly executed by Purchaser, this Ordering Document including any Order Forms and Statements of Work becomes legally binding when countersigned by Vendor.

IN WITNESS WHEREOF, Purchaser and Vendor have caused this Ordering Document to be executed by their duly authorized representatives.

.....

....

[PURCHASER]		[VENDOR]	[VENDOR]	
Signature	Mason Von Houweling	Signature	Richard Nevin	
Printed Name	Chief Operating Officer	Printed Name	VP - Contracting	
Title		Title		
Date		Date		

ORDER FORM

Complete any applicable Order Forms for Products and Services. Each Order Form (other than the Professional Services Order Form) requires you to specify whether Professional Services are required in connection with the Product or Service by writing 'Yes' or 'No' in the Professional Services column. In each Order Form (other than the Professional Services Order Form) indicate only whether or not such Professional Services are required by writing 'Yes' or 'No' in the Professional Services Column. If Professional Services are required in connection with such Product or Service, you must (a) complete the Professional Services Order Form at the bottom of this page; (b) identify the Product or Service that requires such Professional Service in the "Equipment/Software" column. You must then complete the attached Form of Statement of Work to complete an order for any Professional Service.

Description: Annual Software License Subscription, PharmGuard™ Connect						
	Annual Software License Subscription, PharmGuard™ Connect					
Designated Site(s): 1800 W Charleston Blvd, Las Vegas, NV 89102	1800 W Charleston Blvd, Las Vegas, NV 89102					
Professional Services: Software Installation and Configuration Services [Y/N]: Y Fees: See Section C						
Software Maintenance and Support Services [Y/N]: Included under Attachment Fees: N/A	N/A					
PUMP Server Site Enterprise Desktop Term (7 years)	petual					
Y Y N N Y	N					
Quantity: 260 1 1 N/A N/A 260 N	V/A					
License Fee:						
Total License Fees:						
Vendor Software: 22-0094-01 – Annual Software License Subscription, PharmGuard™ Bridge Connect						
Description: Annual Software License Subscription, PharmGuard™ Bridge Connect (for 38 Customer-owned Medfusion™ 4000 Syringe Pumps)						
Designated Site(s): 1800 W Charleston Blvd, Las Vegas, NV 89102						
Professional Services: Software Installation and Configuration Services [Y/N]: Y Fees: See Section C						
Software Maintenance and Support Services [Y/N]: Included under Attachment Fees: N/A						
PUMP Server Site Enterprise Desktop Term (7 years)	petual					
	N					
Quantity: 38 1 1 N/A N/A 38 N	V/A					
License Fee: N/A N/A						
Total License Fees:						
Vendor Software: TBD - Annual Software License Subscription, PharmGuard™ Auto Documentation*						
Description: Annual Software License Subscription, PharmGuard™ Auto Documentation*	Annual Software License Subscription, PharmGuard™ Auto Documentation*					
Designated Site(s): 1800 W Charleston Blvd, Las Vegas, NV 89102	1800 W Charleston Blvd, Las Vegas, NV 89102					
Professional Services: Software Installation and Configuration Services [Y/N]: Y Fees: See Section C	Software Installation and Configuration Services [Y/N]: Y Fees: See Section C					

Software Maintenance and Support Services [Y/N]:		Included under Attachment		Fees:	N/A		
License(s):	PUMP	Server	Site	Enterprise	Desktop	Term (5 years)	Perpetual
	Y	N	Y	N	N	Y	N
Quantity:	298	N/A	1	N/A	N/A	298	N/A
License Fee:		N/A		N/A	N/A		
Total License Fees:							

*Vendor is committed to supporting auto-documentation ("Auto-Documentation Features") under this Ordering Document if and when such Auto-Documentation Features have been validated by Customer's third-party electronic medical records vendor. At such time, Vendor will notify Customer of the availability of the PharmGuard™ Auto Documentation and Interoperability Software with Auto Documentation Implementation Services for purchase by Customer at the prices provided in this Ordering Document.

SECTION B:	EQUIPMENT PURCHASE					
Equipment	Description	Quantity	Designated Site(s):	Professional Services [Y/N]	List Price	Purchase Price
4000-0106-01	Medfusion™ 4000 Syringe Pump, v1.6	161	1800 W Charleston Blvd, Las Vegas, NV 89102	Y		
21-2111-0402-51	CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	99	1800 W Charleston Blvd, Las Vegas, NV 89102	Y		
				TOTAL:		

Acknowledgement: By completing Section B of this Order Form for Equipment Purchase and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Equipment Purchase Exhibit; (b) the Information Security Exhibit; and (c) the Component Interoperability and Security Exhibit, each of which are attached hereto. Purchaser and Vendor further acknowledge that, for the purposes of this Section B and pursuant to the terms of the Equipment Purchase Exhibit, any Equipment Maintenance and Support Services are considered Professional Services subject to the Professional Services Exhibit and require a separate Statement of Work.

SECTION B(i): ACCESSORY PURCHASE					
Related Equipment	Accessory	Quantity	List Price	Purchase Price	Total Price
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-0270-25 - AC Adapter w Power Cord	99			
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-6120-24 - Lockable Pole Mount Bracket	99			
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-2188-25 - CADD-Solis™ Lockbox, Clear	99			
CADD-Solis™ Ambulatory Infusion Pump, v4, Grey	21-2131-01 - Wireless Communication Module	99			. ,
Medfusion™ 4000 Syringe Pump, v1.6	3000CAL - Medfusion™ Cal bration Kit	1			
Medfusion™ 4000 Syringe Pump, v1.6	22-1050-51 - Rotating Pole Clamp	161			. ,
			Acce	ssory Total:	

Type of Professional Services	Description	Designated Site(s):	Equipment/Software**	Fees
Connect Software Implementation Services		Las Vegas, NV 89102 ´	CADD-Solis™/Medfusion™ 4000/PharmGuard™ Connect/PharmGuard™ Bridge Connect	
nteroperability Software with Auto Documentation mplementation Services	See attached Statement of Work		CADD-Solis™/Medfusion™ 4000/PharmGuard™ Auto Documentation	

Acknowledgement: by completing Section D of this Order Form for Professional Services, the applicable Statement(s) of Work and signing the Ordering Documents, Purchaser and Vendor acknowledge and agree that they are bound by the terms and conditions of: (a) the Professional Services Exhibit; (b) the Information Security Exhibit; and (c) the Component Interoperability and Security Exhibit, each of which are attached hereto.

Term: [7 years]

Termination Rights Purchaser may terminate a Statement of Work: (a) for material breach upon written notice of material breach if such breach is not cured within thirty (30) days; (b) as set forth in the Statement of Work; and (c) in the event Vendor fails to meet its duties, obligations, milestones, implementation schedules, or respons bilities described in the applicable Statement of Work three (3) or more times within a three (3) month period.

^{**}Specify the Software or Equipment purchased under this Ordering Document which requires Professional Services.

HealthTrust Purchasing Group, L.P. Purchasing Agreement No. HPG-_1119

Vendor: ICU Medical Sales Inc. Effective Date: November 1, 2018

Exhibit K

Placed Equipment Agreement Form

Attached is a Placed Equipment Agreement form. The provisions of this Purchasing Agreement shall be deemed incorporated into any Placed Equipment Agreement that may be executed and delivered by a Purchaser and Vendor under this Agreement, and such Placed Equipment Agreement shall be subject to the terms and conditions of this Purchasing Agreement. In the event of a conflict, the terms of the Purchasing Agreement shall control.

(see attached)

HealthTrust Purchasing Group, L.P. Purchasing Agreement No. HPG-1119 Vendor: ICU Medical Sales Inc.

Effective Date: November 1, 2018

Placed Equipment Agreement

This Placed Equipment Agreement ("Agreement") dated the , of 2024 ("Effective Date") is made by and between University Medical Center of Southern Nevada, having an address at 1800 W Charleston Blvd., Las Vegas, NV 89102 ("Purchaser"), and ICU Medical Sales, Inc., with an address at 951 Calle Amanecer, San Clemente, CA 92673 ("Vendor"). This Agreement is subject to the Purchasing Agreement between HealthTrust Purchasing Group, L.P. ("HPG") and Vendor for ICU Medical Sales, Inc. (Agreement Number HPG-1119), dated October 15, 2016 ("Purchasing Agreement"), the terms and conditions of which are expressly incorporated herein. Capitalized terms not otherwise defined in the Purchasing Agreement may be further defined below. In the event of a conflict between the terms of this Agreement and the Purchasing Agreement, the terms of the Purchasing Agreement will control.

- **1. Equipment**. Vendor shall provide the reusable medical devices/equipment listed on Attachment 1 attached to this Agreement ("**Equipment**") for Purchaser's use in accordance with the terms and conditions set forth in this Agreement. Purchaser shall be solely responsible for the cost of delivery and, if applicable, installation of the Equipment. Equipment is also a Product under the Purchasing Agreement. Equipment provided for Purchaser's use under this Agreement is intended to meet the anticipated needs of Purchaser in serving its patients. The annual value of the use of the Equipment and services provided under this Agreement is shown on Attachment 1. Purchaser promptly will advise Vendor of any material change in its anticipated needs for the Equipment.
- **2. Related Disposables**. The Equipment is being provided solely for use in connection with the respective Vendor products manufactured by or for Vendor and sold by Vendor (as more fully described in Attachment 1, "**Related Disposables**"). Related Disposables are also Products under the Purchasing Agreement. Further, Related Disposables are solely for use in connection with the Equipment. Purchaser shall purchase the volume commitment of Related Disposables, as described in Attachment 1, from Vendor pursuant to the terms of the Purchasing Agreement.
 - (a) Additional Related Disposables Shortfall. If Purchaser does not purchase the Annual Additional Related Disposables (as more fully described in Attachment 1, "Additional Related Disposables") in an Agreement Year (defined as each twelve (12) month period starting on the Ordering Document Effective Date and continuing for each twelve (12) month period thereafter for the Ordering Document Term, "Agreement Year"), then Vendor shall provide written notice to Purchaser. Purchaser shall have thirty (30) days from the date of the notice to request Vendor to ship and invoice Purchaser for the volume of Additional Related Disposables equivalent to the difference between Purchaser's Annual Related Additional Disposable Target and Purchaser's actual purchases (net of credits and returns) (the "Shortfall") for such Agreement Year. If after such thirty (30) days Purchaser has not submitted a request to Vendor to ship and invoice for the Shortfall, Vendor will invoice Purchaser for the Shortfall. In the event that Vendor is unable to supply an Additional Related Disposable under this Agreement,

Vendor shall appropriately reduce the Annual Related Additional Disposable Target, with no penalty.

- 3. Discount. Purchaser will not be invoiced a rental or other charge for use of the Equipment or for services related to the Equipment except as otherwise specified in the Ordering Document. During the term of this Agreement, Vendor agrees to ship the Equipment shown on Attachment 1, under the heading "Placed Capital Equipment", in increments mutually agreed upon by Purchaser and Vendor. The value of the annual use of the Equipment and the provision of service constitutes a "discount or other reduction in price" under 42 U.S.C. §1320a-7b(b)(3)(A) and under 42 C.F.R. §1001.954(h). The parties acknowledge that it is their intent to establish an arrangement regarding the Equipment, services and the Related Disposables that complies with 42 C.F.R. §1001.954(h), with such goods and services being reimbursed by the same Federal health care program using the same methodology, with the reduced charge being fully disclosed to the Federal health care program and accurately reflected where appropriate, and as appropriate, to the reimbursement methodology. Following each contract year, and upon Purchaser's request, Vendor shall provide a reconciliation statement to Purchaser documenting the discount or other reduction in price provided and its application to the purchase prices of Related Disposables purchased during the contract year, with the allocation of the additional discount or other reduction in price representing Purchaser's cost of Equipment usage and service. Purchaser acknowledges that a full description of the discount is set forth in this Agreement and will not be reported in each invoice. All transactions with Vendor in connection with this Agreement are made in good faith on the basis of arms-length negotiation. The parties shall comply with all applicable laws in connection with this Agreement and the use of the Equipment, including, without limitation, the provisions of the federal anti-kickback statute, 42 U.S.C. 1320a-7b(b), and all applicable related regulations. Vendor's invoices and reconciliation statements will provide sufficient information to support Purchaser's calculation and report of its net costs. Further, upon request, Vendor will provide all additional necessary information to Purchaser regarding the Equipment and this Agreement. Vendor will refrain from doing anything that would impede Purchaser from meeting its obligations to report any such discount.
- 4. **Purchase Target**. In order to support the placement of Equipment in the quantity set forth in Attachment 1, Purchaser acknowledges that Vendor expects Purchaser to purchase a commercially reasonable minimum aggregate volume of Related Disposables in the amount shown on Attachment 1 as the "Annual Related Disposable Commitment". In the event that, contrary to the parties' intent, the aggregate annual purchases of the Related Disposables is insufficient to meet the Annual Related Disposable Commitment pursuant to this Agreement, Purchaser may, at its sole discretion: (i) purchase additional specified quantities of Related Disposables to apply only to such reconciled period sufficient to render the placement of Equipment as a commercially reasonable arrangement; or (ii) request Vendor to invoice Purchaser a dollar value equal to the annual use value of the Equipment to apply only to such reconciled period sufficient to render the placement of Equipment as a commercially reasonable arrangement, (iii) or cause to be removed a specified quantity of Equipment from Purchaser's facility, and amend Attachment 1 accordingly, such that the remaining Equipment placed with Purchaser pursuant to this Agreement is a commercially reasonable arrangement. In the event of items (i) to (iii) in this Section 4, above (or as may otherwise be agreed to by Vendor and Purchaser), Vendor shall provide a reconciliation statement to Purchaser documenting any adjustment in the discount or other reduction in price representing Purchaser's cost of Equipment and Related Disposables At the end of the term of this Agreement and as long as the Purchaser has met Annual Related Disposable Commitment pursuant to this Agreement, then Purchaser may purchase the Equipment at its residual value

or return the Devices to Vendor in accordance with the Hardware MASL. For clarification purposes, the residual value is based upon straight line depreciation.

5.	Term; Termination . This Agreement will commence on the Effective Date and continue for
	a period of eighty-four (84) months (the "Term") unless sooner terminated as provided in this
	Section 5. This Agreement may be terminated by a party as a result of a material breach upon
	written notice provided that such material breach is not cured within the
	. Upon such termination for material breach, Purchaser shall either purchase
	the Equipment, at the residual value pursuant to Section 8, or return to Vendor, at breaching
	party's expense, all Equipment to which Vendor retains title. If Vendor terminates due to
	Customer's material breach, in addition to any other remedies Vendor may have under this
	Contract or at law, Purchaser shall pay to Vendor a reconditioning fee of
	per each device/quantity of Equipment placed under this Agreement.
	No credits or refunds will be issued to Purchaser for any amounts paid to Vendor for any
	Equipment returned as a result of material breach by Purchaser pursuant to this section.
	. Termination shall not relieve either party of any
	liability which has accrued prior to the effective date of such termination.

- **6. Title.** Title to the Equipment remains with Vendor and does not pass to Purchaser, and Purchaser will not have an ownership interest in the Equipment, unless the Equipment is purchased by Purchaser as provided herein. Purchaser shall receive the benefit of any Product warranties on the Equipment in the event Purchaser purchases the Equipment. In no event shall Purchaser transfer or sell the Equipment. Purchaser will keep the Equipment free from all encumbrances. Purchaser will provide and sign reasonably requested documents to Vendor necessary to maintain its interest in the Equipment.
- 7. Custody and Care. The servicing of the Equipment will be consistent with the manufacturer's requirements and recommendations and in accordance with the Hardware MASL. Purchaser is liable for any loss of Equipment prior to making it available for pick-up by Vendor unless such loss was caused by the negligence or willful misconduct of Vendor. The maximum obligation for Purchaser in the event Purchaser was responsible for the loss of the equipment shall be the residual value of the Equipment at the time of loss. Purchaser will be charged for all damage to Equipment caused by the negligence or willful misconduct of Purchaser. Purchaser shall not move the Equipment from Purchaser's facility, without permission from Vendor. Purchaser shall not make any unauthorized modifications, alterations or additions to the Equipment. Purchaser shall notify Vendor promptly of any lost or damaged Equipment. Vendor may inspect all or part of the Equipment at any time with reasonable written notice to Purchaser and during normal business hours.
- **8. Option to Purchase.** At any time during the term of this Agreement, Purchaser has the option of purchasing any or all of the Equipment at a price not greater than the residual value price of such Equipment as of the date Purchaser exercises such option (provided the closing of any such purchase occurs subsequent to Purchaser exercising such option). This Agreement shall be modified to reflect any purchase of Equipment, including termination of this Agreement in the event Purchaser purchases all of the Equipment.
- **9. Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same Agreement. Any facsimile or pdf copy of the signature of an authorized signatory of any party hereto shall constitute a legal, valid, and binding execution hereof by such party.

- **10. Modifications**. No changes, modifications, or waivers of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party. Emails, including emails that have an electronic "signature block" identifying sender, do not constitute a signed instrument for purposes of this Section 10.
- 11. Severability. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 12. Waiver. The failure on the part of any party to exercise or enforce any rights conferred upon it hereunder shall not be deemed to be a waiver of any such rights nor operate to bar the exercise or enforcement thereof at any time or times thereafter.
- **13. Additional Terms**. The terms and conditions set forth in <u>Attachment 1</u> attached to this Agreement are incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties execute this Agreement by their duly authorized officers.

University Medical Center of Southern Nevada		ICU Medical Sales, I	nc.
Signature	Date	Signature	Date
Mason Von Houweling		Richard Nev	vin
Name (printed)		Name (printed)	
Chief Operating Officer		VP - C	Contracting
Title		Title	

Attachment 1 Placed Equipment Agreement

List of Equipment and Related Disposables

Placed Equipment and Services

1. Equipment/Material #	2. Description	3. Quantity
30010	Plum 360™ Infusion Pump	1,139

Related Disposables

Related Disposables are solely for use in connection with the Equipment. Pricing for the Related Disposables are based on the prices for same contained in the Purchasing Agreement.

Contract Year	Product/Model Number	Description	Annual Volume Commitment	Total disposable price
1	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
2	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
3	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
4	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
5	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
6	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		
7	14687-28	Primary PLUM Set, CLAVE Secondary Port, CLAVE Y-Site, Secure Lock, 103 Inch		

^{*} In addition to, and on an annual basis, Purchaser also commits to purchase in the aggregate a minimum of the following requirements:

in category Infusion Sets, Extension and Secondary Non-Dedicated, and Infusion Needleless Products and Accessories from HPG

Additional Related Disposables

Contract Year	Product/Model Number	Description	Annual Dollar Commitment	Total disposable price
1 through 7	Various	Infusion Needleless Products, Infusion Sets (non-dedicated Products under HealthTrust 7679 Agreement, PIVC Products under HealthTrust 780 and HealthTrust K39581	I	As per HealthTrust 7679, 780 and K39581

Total minimum seven year total of the #1119 Placed Equipment Agreement = \$9,397,132

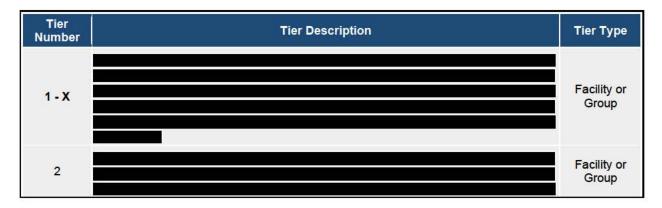
Exhibit DD-2 PURCHASER AGREEMENT

THIS PURCHASER AGREEMENT (the "Agreement") is made this 1st day of February, 2024 (the "Commencement Date"), by and between UMC of Southern Nevada ("Purchaser"), and ICU Medical Sales, Inc., a Delaware corporation, with a place of business at 951 Calle Amanecer, San Clemente, CA 92673 ("Vendor"). This Agreement is entered into in connection with that certain Amended and Restated Purchasing Agreement, HPG-7679, dated February 1, 2018, between HealthTrust Purchasing Group, L.P. ("HealthTrust") and Vendor ("Purchasing Agreement"). The provisions of the Purchasing Agreement are incorporated into this Agreement. This Agreement shall be subject to and governed by the terms and conditions of the Purchasing Agreement, except as may otherwise be provided in this Agreement. In the event of a conflict between the terms of the Purchasing Agreement and this Agreement, the terms of the Purchasing Agreement shall control. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchasing Agreement. In consideration of the foregoing provisions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Vendor agree as follows:

- <u>eLOC</u>. This Agreement is entered into in connection with Purchaser's selection and commitment to a minimum purchasing requirement of Products pursuant to an eLOC completed and submitted by Purchaser. The applicable eLOC completed and submitted by Purchaser is incorporated into this Agreement.
- 2. <u>Tiers; Interpretation</u>. For purposes of this Agreement, "Group" means at least two healthcare provider locations/facilities owned or controlled by a Participant. The healthcare provider locations/facilities in the Group are listed in Schedule 1 attached to this Agreement. For purposes of this Agreement, "Facility" means a single healthcare provider location/facility owned or controlled by a Purchaser.

For purposes of this Agreement, to the extent the context requires, references herein to Group, shall be construed to mean the Group, in the aggregate, and the entity executing this Agreement on behalf of such Group has the legal ability and authority to enter into this Agreement for and on behalf of itself and such Group.

TIER OPTIONS:



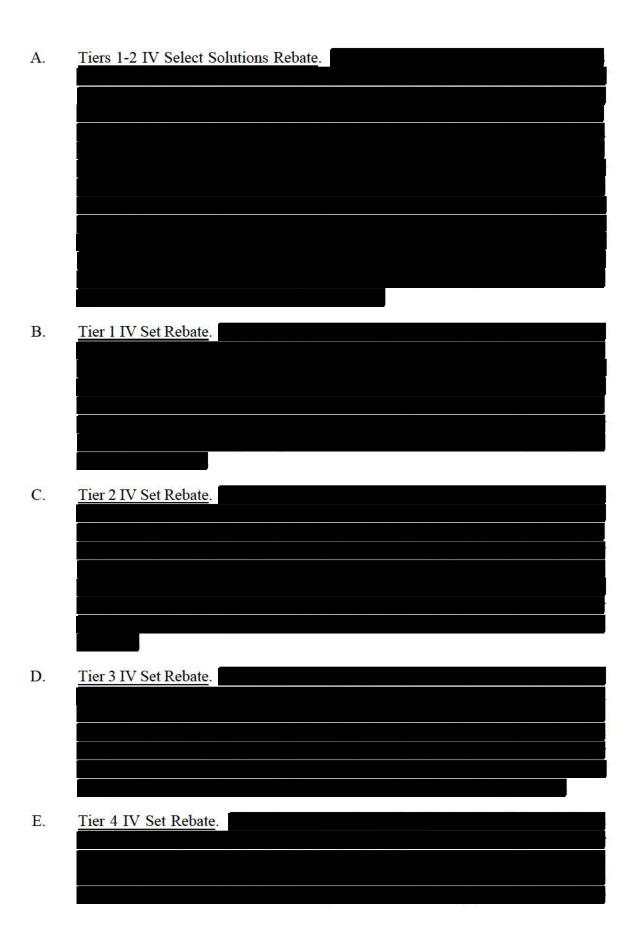


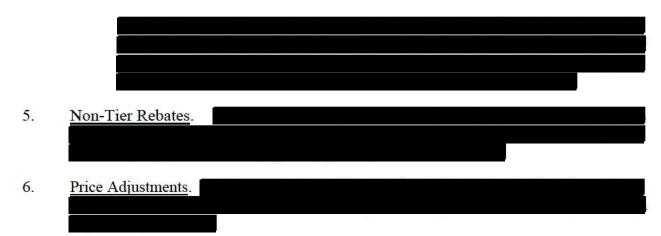
Product Category	Sub Category
Infusion Solutions	Infusion Solutions, Irrigation
Infusion Solutions	Infusion Solutions, IV Nutritional Products
Infusion Solutions	Infusion Solutions, Parenteral
Infusion Solutions	Infusion Solutions, Partial Fill Diluent Container, Non-Drug
Infusion Solutions	Infusion Solutions, Vial Systems
Infusion Sets	Infusion Sets, Extension and Secondary (Non-Dedicated)
Infusion Sets	Infusion Sets, Gravity (Non-Dedicated)
Infusion Sets	Infusion Sets, Primary, Dedicated
Infusion Sets	Infusion Sets, Specialty (Non-Dedicated)
Infusion Sets	Irrigation Sets (Non-Dedicated)
Infusion Needleless Products and Accessories	Infusion Needleless Products and Accessories

3. <u>Pricing.</u> Exhibit A to the Purchasing Agreement sets forth the Product pricing.

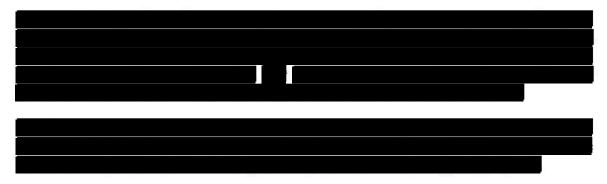
Tier Rebates.

Rebates. Vendor shall pay Rebates in the form of an EFT following the end of month subject to Vendor's verification of Purchaser's purchases based on purchases of Products and/or Services by Purchasers in the amounts stated in Exhibit AA, if any. If a percentage is listed, then the Rebate shall be determined by multiplying the stated percentage by the dollar amount actually paid by the Purchaser for Products and Services purchased under this Agreement, excluding any added freight charges, taxes, any Distributor markup (if applicable), and net of any refunds or credits on Product returns. Rebates shall be paid to HealthTrust for payment by HealthTrust to Purchasers. The payment of Rebates is intended to be in compliance with the exception to the Medicaid and Medicare Anti-Kickback Statute set forth at 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations set forth in 42 C.F.R. § 1001.952(h).





Price Adjustment Date	TheA	djustments 1	Price Adjustmer	ıt
	Tier 1	Tier 2	Tier 3 - 4	Tier 5
January 1, 2024				
January 1, 2025				
January 1, 2026				
January 1, 2027				- E



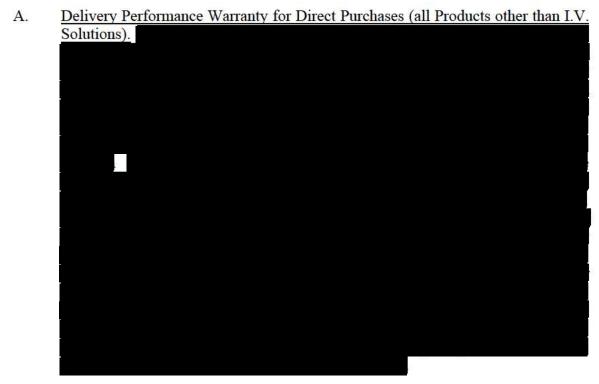
- 7. <u>Term of Agreement</u>. The term ("Term") of this Agreement is eighty four (84) months, commencing on the Commencement Date and expiring eighty four (84) months thereafter (the "Expiration Date")
- 8. Reviews. In the event Purchaser selects Tiers 1 or 2, on a quarterly basis during the Term, Purchaser and Vendor will review Purchaser's historical volumes by month (based on the same in the previous year) for all IV Solutions Products, by product category and catalog number for the upcoming quarter and whether Purchaser anticipates a purchase volume increase in a particular month in excess of of the total purchase volume of that same month the previous year or a purchase volume increase in a particular month in excess of increase of the amount purchased by Purchaser for an individual catalog number that same month the previous year (a "Material Volume Increase"). Purchaser will use commercially reasonable efforts to notify and provide to Vendor's

Account Executive an Excel spreadsheet with the following detail: (i) the anticipated requested ship date of the Material Volume Increase(s) and (ii) estimate of the expected volume increase by product category and catalog number (a "Material Volume Increase Forecast"). Unless Purchaser has timely provided such information, Vendor shall not be required to accept any orders from Purchaser for Products which constitute a Material Volume Increase. If Purchaser has provided the Material Volume Increase Forecast,

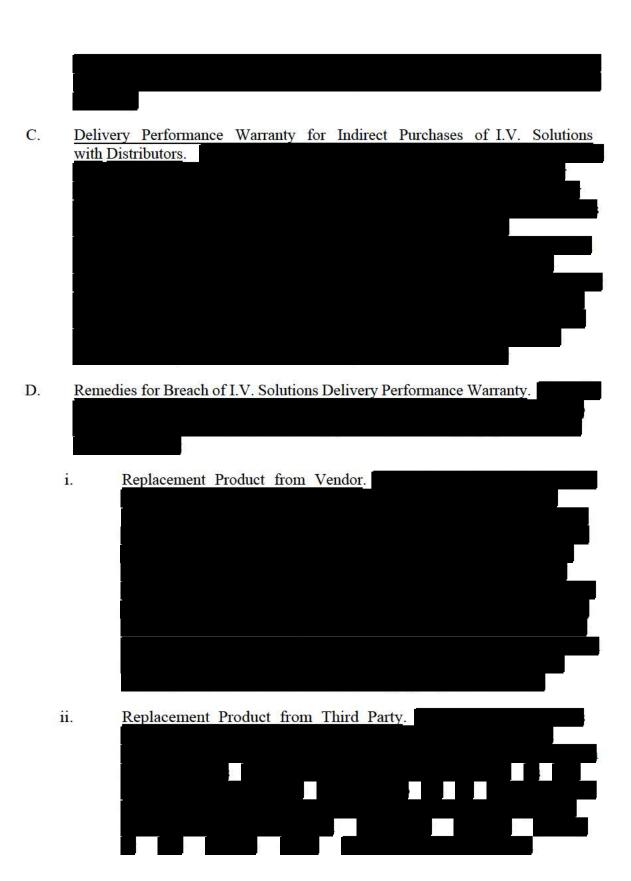


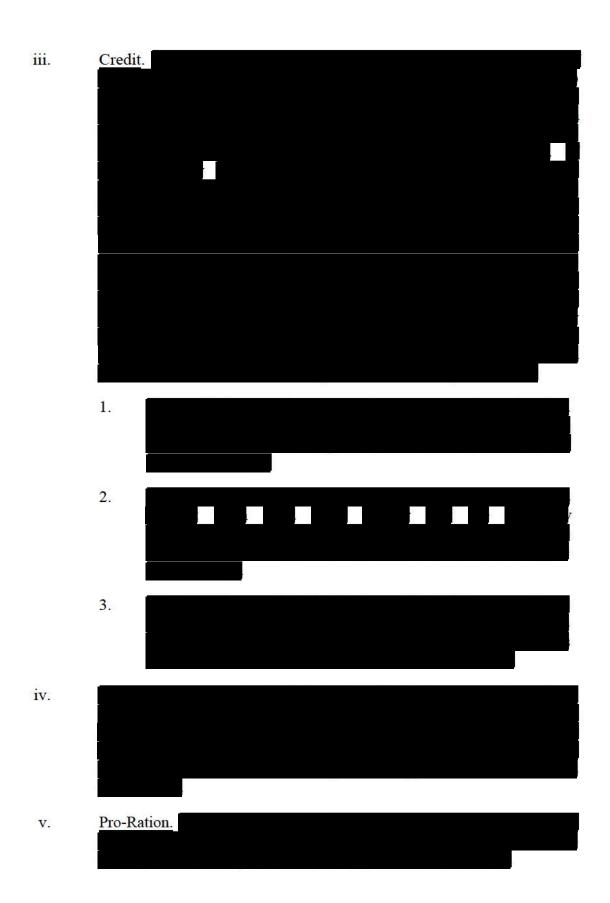
Increase or over the Material Volume Increase and accepted by Vendor upon receiving the Material Volume Increase Forecast shall be subject to Section 7 of this Agreement.

9. Vendor Delivery Performance; Cancellation



B. Delivery Performance Warranty for Direct Purchases of I.V. Solutions.





	V1.	Termination for F1S.
	vii.	No Breach of Award or Commitment.
	viii.	Cancellation of Orders.
10.	Business Co	ontinuity Plan; Force Majeure.
10.	Business Co	ontinuity Tran, Torce Waleure.

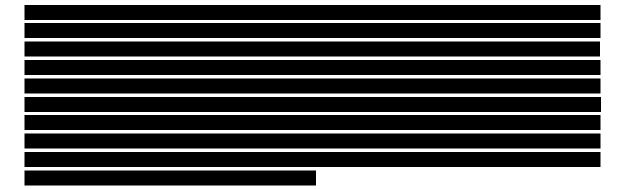
11. <u>Compliance</u>.

Effective as of the Commencement Date and continuing each year thereafter for the Term, Purchaser hereby commits that it shall purchase from Vendor the percentage requirements set forth in the Tier selected by Purchaser. After an annual review (described herein below), if it is determined that Purchaser failed to achieve its percentage requirements for the year subject to such annual review, pricing for Products within Purchaser's selected Tier the following year of the Term shall be at Tier 5 (access), provided that if Purchaser achieves its percentage requirements in such following year, pricing at the Tier selected by Purchaser shall be reinstated at the beginning of the following year.

Notwithstanding anything to the contrary contained herein, in the event Purchaser selects Tiers 3 or 4, Purchaser shall have the right to terminate such election at any time without cause and in such event, Purchaser shall be eligible to purchase Products at the prices set forth in Tier 5.

Quarterly Business Review. At the end of each quarter of the Term, Vendor and Purchaser shall conduct a quarterly business review. The content communicated during the quarterly business reviews shall consist of Vendor's most recent contract year data annualized to project annual performance by Purchaser with respect to its percentage requirements. Such review shall include Purchaser providing reasonable forecasts, including purchasing patterns ahead of the annual review (described herein below).

Annual Review. At the end of each year of the Term, Vendor and Purchaser shall conduct an annual business review. This Annual Review may be combined with Purchaser's corresponding Quarterly Business Review. Upon Vendor's request, Purchaser shall provide to Vendor reasonable information and data necessary to validate Vendor's data regarding whether Purchaser has achieved its percentage requirements in Purchaser's selected Tier.



12. <u>Status of This Agreement in the Event Purchaser Ceases to be a HealthTrust Participant</u>. If Purchaser ceases to be a Participant of HealthTrust during the term of this Agreement, Purchaser shall not thereafter be allowed to purchase Products and/or Services under the Purchasing Agreement and this Agreement, and Vendor reserves the right to require that

- (i) Purchaser shall remain obligated to Vendor to fulfill its Commitment; and (ii) Vendor's then-current standard terms and conditions of sale and pricing shall apply to any purchases required under such Commitment (unless otherwise agreed by Vendor and Purchaser in writing.
- 13. <u>Termination</u>. Vendor and Purchaser each shall have the right to terminate any of their respective obligations under the Purchasing Agreement and this Purchaser Agreement (and eLOC) as to the other for Cause, which is not cured within following receipt of written notice thereof specifying the Cause. If HealthTrust terminates the Purchasing Agreement without Cause, this Purchaser Agreement (and eLOC) shall survive the termination of the Purchasing Agreement.
- 14. <u>Disclosure</u>. The purchase prices under this Agreement (including the value of any discounts, rebates, or other price concessions) are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the federal anti-kickback statute 42 U.S.C. Section 1320a-7b(b)(3)(A). Purchaser shall properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Purchaser for the items to which the discount applies. Further, Purchaser shall retain invoices and other price documentation and make them available to federal or state officials upon request.

15.	Governing Law. This Agreement and any claim, controversy or dispute arising under crelated to this Agreement shall be governed by and construed in accordance with the
16.	Assignment.

Signatures on following page

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by the signatures of their duly authorized representatives.

Purchaser: University Medical Center of Southern Nevada ICU Medical Sales, Inc.

Purchaser Signee: Vendor Signee:

Purchaser Signee Name: Mason Von Houweling Vendor Signee Name: Richard Nevin

Purchaser Signee Title: Chief Operating Officer Vendor Signee Title: VP - Contracting

Purchaser Signee Signature Date: Vendor Signee Signature Date:

Schedule 1 <u>List of Healthcare Providers of Group (Tier 1, 2, 3, or 4)</u>

GPOID	Facility Name	Address	Contact Person	Phone Number
	UMC of Southern 1800 W Charleston Blvd, Las Nevada Vegas NV 89102			

Schedule 8

Exhibit L

Statement of Work

Comprehensive Implementation Services for Smiths Medical ASD, Inc. ("Vendor") Infusion Pumps

University Medical Center of Southern Nevada ("Customer")

Created By: Vendor Date: 12/11/2023

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after Customer purchases Vendor infusion pumps.

1.0 Project Goals:

The primary objective of this project is to train and support Customer nurses, pharmacists, and other clinical, technical, and clinical engineering personnel to optimize the use of Vendor infusion pumps with Medication Safety Software.

2.0 Project Scope:

The scope of this project will consist of:

- Vendor infusion pumps as defined in the contract and Statement of Work Addendum
- Providing support to install and train on Medication Safety Software for drug library development and use by Customer
- · Configuring and testing devices for wireless communication on Customer network
- Deploying drug library to all devices prior to go live
- · Education and go live support as agreed upon mutually between Vendor and Customer
- Post go live support

This implementation is projected to take as defined by the Project Methodology and the Roles and Responsibilities. Any changes to this plan will be considered a scope change and will have a Change Order filled out with the associated fees.

3.0 Project Methodology & Process:

The project will be split into six distinct phases in order to successfully implement the Vendor pumps into the hospital. The project phases are:

Phase One: Initial Engagement
 Phase Two: Discovery & Planning
 Phase Three: Building & Developing
 Phase Four: Staging & Validation
 Phase Five: Education & Go Live
 Phase Six: Project Closure

^{***}Please see appendix for Implementation Process overview

3.1 Phase One: Initial Engagement

Key activities:

- Complete Customer engagement call
 - Introduce Vendor and Customer project leads
 - Discuss project scope and draft timeline
- Plan for kick off meeting
- Identify appropriate implementation project team members
- Initiate Statement of Work Addendum
- Ship test pumps and software

3.2 Phase Two: Discovery & Planning

Key activities:

- Complete kickoff meeting
 - Confirm project scope
 - o Finalize project timeline
- Install Medication Safety Software
- Complete Medication Safety Software training
- Clinical Discovery
- Present and discuss customizable pump options and configurations
- IT Discovery
- Finalize, approve and sign off on Statement of Work Addendum

3.3 Phase Three: Building & Developing

Key activities:

- Customer provides server built to Vendor specifications
- Vendor remotely installs and configures the PharmGuard® Infusion Management System
- Configure and test pump wireless configuration
- Test the bidirectional communication between the pumps and the server
- Customer builds drug library
- Vendor pharmacist conducts a technical review of the drug library
- Develop agreed upon end-user education schedule and plan
- Review and amend clinical workflows, orders sets, policies and procedures
- Determine final disposables
- Finalize disposable ordering and rollout plan

3.4 Phase Four: Staging & Validation

Key Activities:

- Ship remaining devices
- Vendor to complete the following on devices:
 - Unbox and charge
 - o Perform functional testing per preventative maintenance procedure in the technical manual
 - Configure pumps for wireless communication
 - o Ensure each pump can receive a drug library
- Provide server training to Customer IT, Biomed and Pharmacy
- Customer to complete clinical validation of all settings and entries entered in drug library
- Finalize drug library and deploy to all pumps in preparation for education/go live

3.5 Phase Five: Education & Go Live

Key activities:

- Vendor provides clinical end user training on infusion devices and safety software
 - o Training requirements:
 - Training held in a classroom setting with a maximum of 15 participants
 - Classroom will be reserved for the consecutive days of end-user training
 - Number of education blocks/classes is provided in the contract (and SOW Addendum).
 - Customer to provide necessary disposables for training
 - Customer responsible for training room set up prior to the first education block
- Go live team to deploy devices to clinical areas for go live
- Go live support provided as agreed upon between Customer and Vendor

3.6 Phase Six: Project Closure

Key activities:

- Complete post implementation call
- remote support provided from Vendor to Customer team
- Implementation services and associated service fees will be billed (once go live occurs, this will be deemed as accepted implementation services)
- Schedule PharmGuard® server reports training
- Complete project closure meeting
 - o Customer satisfaction survey sent out
 - o Final project documentation provided to Customer
- Transition Customer support to Vendor Account Manager

4.0 Vendor Roles and Responsibilities:

Vendor Project Owner (Sales Lead)

•

Vendor Program Manager

Vendor Clinical Project Manager

•

•	
•	
•	

Vendor IT Implementation Specialist

Vendor Pharmacist

Vendor Education Consultant

Vendor Onsite Engineering Support

- 5.0 Customer Roles & Responsibilities

Hospital Executive Sponsor

•

Hospital Project Manager

Clinical/Nursing Lead/Education Coordinator

Product Procurement, Supply Chain

•

Maintenance Lead (Bio-Med/Clinical Engineering)

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IT L	.ead
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•	
•	
Dru	ıg Library Lead
•	
•	
•	
•	
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•	

Data Gathering/Reporting Lead

•

6.0 Milestones and Deliverables Dates (Dates to be filled in with SOW Addendum)

Phase	Milestone	Date of Completion
1	Project Engagement/Engagement Meeting	TBD
2	Shipment & delivery of pre-implementation devices & software	1
2	Medication Safety Software installation	
2	Project kick off meeting	
2	Clinical discovery	
2	Medication Safety Software training	
2	Pump options presentation	
3	Customer provides server built to Vendor specifications in preparation for PharmGuard® Infusion Management Suite installation. Provide Vendor with access and necessary privileges for installation	
3	Statement of Work Addendum signature	
3	Vendor installs PharmGuard® Infusion Management Suite onto Customer server	
3	Pump and network connectivity confirmed between Customer and Vendor	
3	Vendor provides PharmGuard® Technical Training	
3	Finalize Tubing SKUs	
3	Drug library submitted for technical review	
4	Delivery of remaining devices	
4	Devices unboxed, checked in and labeled per Customer procedure	
4	Drug library updated for validation	
4	Drug library validation session	
4	Drug library finalized & provided to Vendor prior to education start	
4	Confirm tubing onsite for go live	
4	Onsite IT/Biomed visit (if contracted)	
4	Final drug library pushed to all pumps	
5	Clinical end user education (see schedule in appendix)	
5	Go live	
6	Go live debrief	
6	Trade in devices shipped to Vendor (if applicable)	
6	Project closure meeting	
6	PharmGuard® Infusion Management Suite Reports Training (2-3 months post go live)	

7.0 Communications Plan:

Kickoff Meeting: This is a collaborative meeting between Vendor and Customer stakeholders that outlines scope of project, confirms project resources, discusses proposed dates for deliverables and key milestones, and provides an implementation plan for key activities during the implementation process. Shortly after the kick off meeting, the goal will be to finalize the implementation timeline and Statement of Work Addendum.

Weekly Calls with Issues Log: This weekly call between Vendor project team and Customer project team is an opportunity to review and manage project progress, prepare for upcoming milestones, and discuss any project risks or issues. There will be a call agenda sent prior to the call and Minutes with documented issues/action items will be distributed to project team after the call.

Site Visit Reports: Any time a resource from Vendor comes onsite to Customer site, Vendor will provide a site visit report detailing who was there, who participated, what tasks were completed, and any associated documentation

Customer Satisfaction Survey: This survey is conducted after the go live of the devices to address Vendor delivery of services.

Project Closure Meeting: This meeting will be post go live and will review the previously defined implementation goals, how implementation went, any lessons learned and Vendor support structure for Customer moving forward. Final project documentation will be provided and Customer satisfaction survey will be sent out to project team.

8.0 Assumptions

The successful implementation of these devices and software require resources from multiple disciplines to partner and collaborate on this project with the following assumptions:

- Both parties are entering into this agreement in good faith and will provide the necessary resources
- Customer personnel are available for Vendor onsite visits and to attend weekly team calls
- Vendor will deliver products, software and training per the agreed upon timeline
- If unexpected project delays or conflicts arise, this information needs to be shared between Vendor project manager and Customer project lead in a timely manner so that a remediation plan can be put in place.
- The Executive Sponsors serve as escalation points for conflict resolution

9.0 Change Orders

If there are any requested changes to the project plan, these changes must be communicated to the Customer Project Lead and Vendor Project Lead (Program Manager or Clinical Project Manager) so they can be reviewed and actions can be taken.

If the changes are Customer driven, due to changes in resource availability, inability to secure the server and other equipment in a timely manner, or inability to complete tasks as assigned, a Change Order form will need to be completed outlining the tasks involved and associated costs to make the change.

If the changes are Vendor driven due to unavailability of resource, inability to delivery equipment, or inability to complete tasks as assigned, a Change Order form will need to be completed outlining the causes of the delays and planned resolution to Customer.

10.0 Project Acceptance

Signatures:

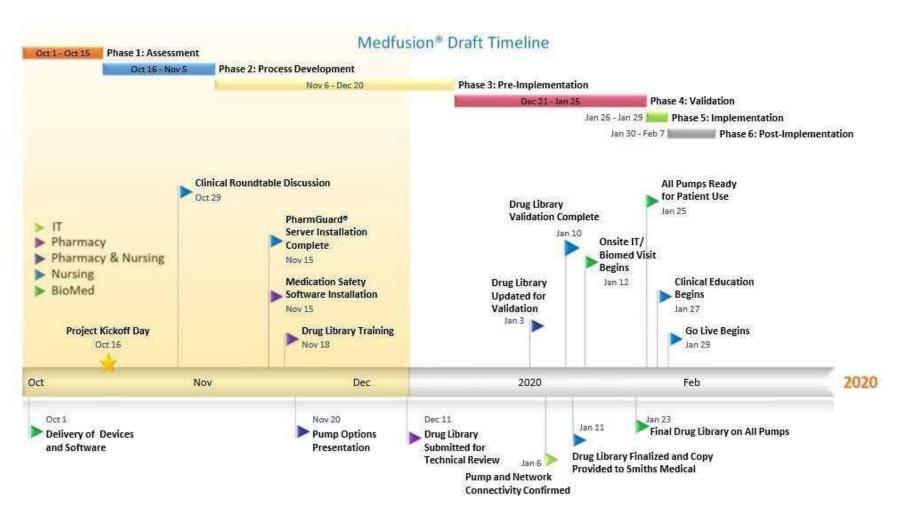
CUSTOMER NAME Printed:	Vendor Name Printed: Richard Nevin, on behalf of Smiths Medical ASD, Inc.
CUSTOMER NAME Signature:	Vendor Signature:
CUSTOMER NAME Title:	Vendor Title: VP- Contracting
Date:	Date:

Vendor Implementation Process

Smiths Medical Infusion Systems Implementation Process

	Phase 0		Phase 1		Phase 2		Phase 3		Phase 4	Phase 5		Phase 6
	Pre-Purchase	1	nitial Engagement	Dis	scovery & Planning	Bu	ilding & Developing	S	taging & Validation	Education & Go Live		Project Closure
0.1a	Product demonstration and presentation	1.1	Initiate PSA and receive purchase order	2.1	Install Medication Safety Software	3.1	Install PharmGuard® server software	4.1	Deliver, stage, and configure pumps (onsite)	5.1 Clinical end-user education	6.1	Conduct project team post- implementation call
0.1b	Respond to RFI/RFP	1.2	Complete statement of work documentation	2.2	Deliver Pre-Implementation (validation) devices and accessories	3.2	Define, test, and verify wireless parameters and connectivity	4.2	Verify pump connectivity and library deployment	5.2 Go live	6.2	Collect customer feedback
0.2	Customer IS / IT assessment and questionnaire	1.3	Internal team kick off	2.3	Convene project kickoff day	3.3	Build and Review library	4.3	Clinical validation		6.3	Confirm services rendered
0.3	Infusion systems assessment	1.4	Customer Engagement Meeting	2.4	Clinical Discovery	3.4	Review and amend clinical workflows, order sets, policies, and procedures	4.4	Finalize and approve medication library		6.4	Conduct Pharmguard server reports training
	Simulation or human-use evaluations	1.5	Determine MSS and pump shipment logistics	2.5	Develop and approve implementation plan	3.5	Develop clinical end-user education plan	4.5	Finalize clinical end-user education plan		6.5	Conduct project closure meeting
						3.6	Finalize disposable product type(s) & quantities	4.6	Final library deployment		6.6	Monitor Performance
						3.7	Finalize ordering and stocking plan for disposables				6.7	Confirm receipt of trade-in devices
						3.8	Complete Technical Review of Drug Library					

Appendix B: Project Timeline (Example)



Appendix C: Education & Go live schedule

Statement of Work

Appendix D: Change Order

If change(s) to project dates, timeframes, or tasks, a Change Order must be completed. It will outline the changes in the scope of work, new timelines, and any expenses as agreed upon on in the Agreement between Vendor and Customer. All changes will be computed on a time and materials fee schedule as agreed upon by the two parties listed below.

Project		Date	Requestor	Vendor Representative			
Nature of Proposed Changes (i.e. change in dates, deliverables, scope)							
Reason for Change							
Impact of Change to Schedule of Activities, Key Deliverables							
(i.e. change of dates, deliverables, other items)							
Impact of Change to Pricing Materials and Travel Expenses Include Here							
Other Impacts							
Purchase Order for Changes							

Signatures:

			(1)	∕endor
Name	Signature	Date	Approved	Rejected

(2) CUSTOMER NAME Project Manager

Name Signature Date Approved Rejected



To Whom It May Concern:

Per our records, the 4 *(four)* Smiths Medical ASD, Inc. Infusion Pumps with serial numbers below have been retired, lost, stolen, or otherwise removed from our inventory. By signing this document, we agree to allow Smiths Medical ASD, Inc. to remove these pumps from our Installed Base records. We understand and agree that any pumps removed from our Installed Base records will no longer be eligible for service, repair, updates, or upgrades.

Customer Name: <u>University Medical Center of Southe</u>	rn Nevada
Customer Address: 1800 W Charleston Blvd, Las Vega	as, NV 89102
Signature:	
Date:	
Title:	
Printed Name:	_

System Item	Item Description	Serial
		Number
21-2111-0100-51	PUMP KIT, CADD-SOLIS, MODEL 2110, CE ENGLISH 1/EA	1013438
21-2111-0100-51	PUMP KIT, CADD-SOLIS, MODEL 2110, CE ENGLISH 1/EA	1013439
21-2111-0100-51	PUMP KIT, CADD-SOLIS, MODEL 2110, CE ENGLISH 1/EA	1013440
21-2111-0100-51	PUMP KIT, CADD-SOLIS, MODEL 2110, CE ENGLISH 1/EA	1013441

Information Security Exhibit

This Information Security Exhibit (this "IS Exhibit"), is attached to and incorporated into the Purchasing Agreement (the "Agreement"), by and between HealthTrust and Vendor. This IS Exhibit sets forth HealthTrust's required information security policies and procedures with respect to Vendor's provision of any Products and Services to all Purchasers. In the event of a conflict between the Agreement and this Exhibit, the Agreement shall control. Terms used in this IS Exhibit but not otherwise defined in this IS Exhibit will have the meaning set forth in the Agreement and any other applicable exhibits.

administrative, forth in this IS	d agree that technologies and practice, physical, technical, and organizate Exhibit may be subject to progress abcontractors may, in some cases measures to the subject to progress to the subject to progress and practice.	ional measures and contro

NETWORK ACCESS. In addition to any requirements set forth in the Agreement, Vendor's access to Purchaser's Network is subject to the Purchaser's security and operational requirements as provided by Purchaser to Vendor. If granted access to Purchaser's Network, Vendor and Vendor Personnel shall only access those portions of the Network, application or data which they are expressly authorized by Purchaser to access, even if the technical controls in the Network, system or application do not prevent Vendor or Vendor Personnel from greater access. Notwithstanding the foregoing, Purchaser shall have in place reasonable and appropriate controls to prevent unauthorized access. Vendor shall impose reasonable sanctions against any Vendor Personnel who attempt to bypass security controls.

3 NETWORK ACCESS REMOVAL. Notwithstanding anything to the contrary in the Agreement or other agreement between Purchaser and Vendor, Purchaser in its sole discretion may refuse to grant Vendor or any Vendor Personnel access to Purchaser's Network or Confidential Information; Purchaser may at any time remove Network access from Vendor or any Vendor Personnel, without prior notice. In the event Purchaser withholds Vendor access other than in the event of Vendor's or Vendor Personnel's breach of this IS Exhibit, Purchaser shall be solely responsible for any outcome arising from Vendor's inability to access Purchaser's Network. Vendor shall make commercially reasonable efforts to replace Vendor Personnel within a reasonable period of time following any removal of access by Purchaser. Should Purchaser withhold Vendor access other than in the event of Vendor's or Vendor Personnel's breach of this IS Exhibit, Vendor shall not be responsible or liable for failure to perform the Services when no Vendor Personnel have access to Purchaser's Network.

4. VIRUS PROTECTION.

4.1	Equipment, Vendor Software and Local Software. With respect to any Products and/or Services which will be installed on and reside on Purchaser's Network, including, without limitation any Equipment, Vendor Software or Local Software installed on Purchaser's Network,

Maintenance of Anti-Virus Software – On-Premise. The maintenance of the Anti-virus Software, including keeping current software updates and virus signature files, shall be the sole responsibility of the Purchaser for On-Premise Services. To ensure clarity, the Anti-Virus Software maintained by Purchaser for On-Premise Services must be updated at significantly frequent intervals necessary to maintain, at a minimum, current industry standard signature files and software updates.

43	Maintenance of Anti-Virus Software – SaaS Services.

5. SECURITY STANDARDS.

5.1 Backups and Segregation

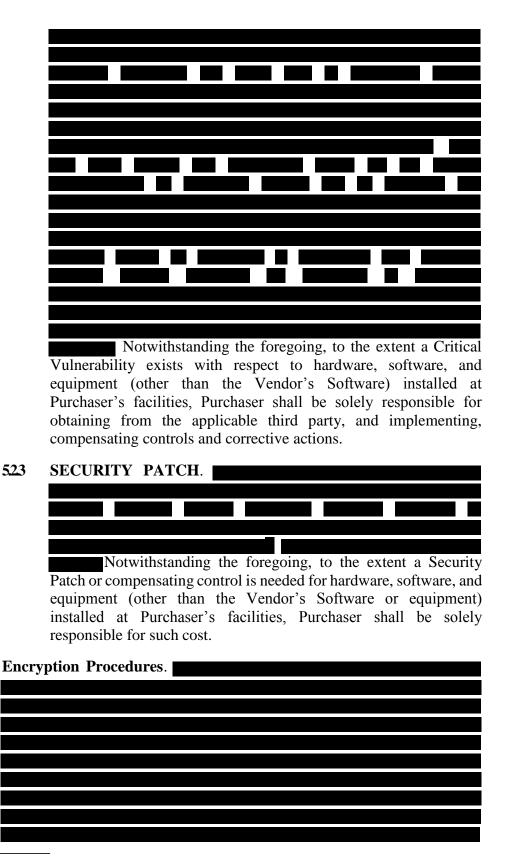
5.1.1 On-Premise. Purchaser shall be responsible for the management

and ongoing maintenance of its system backups and all Purchaser Data shall be logically segregated from other data in accordance with the Purchaser's applicable policies and procedures.

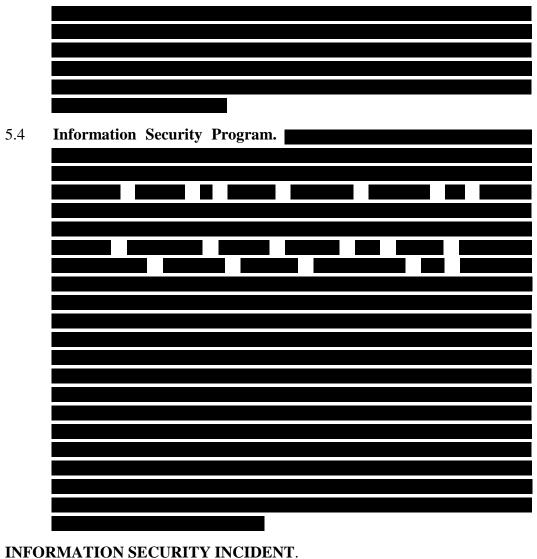
5.1.2 SaaS Services. Vendor shall be responsible for the management and ongoing maintenance of its system backups and all Purchaser Data shall be logically segregated from other customer data.

521	Vulnerability Reports.
	Notification, Compensating Controls, and Corrective A Vendor will send notification to HealthTru security@healthtrustpg.com pursuant to Section 19.12 Agreement

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5.3



6.

Notification and Response.

Page **5** of **14**

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62 Security Incident Contact Person. Vendor shall promptly designate a contact person for HealthTrust and each Purchaser to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (a) act as a liaison to communicate between Vendor and HealthTrust and between Vendor and Purchaser regarding the Information Security Incident (including providing information requested by HealthTrust and/or Purchaser); (b) perform the reporting obligations of Vendor; and (c) develop a mitigation strategy to remedy or mitigate any damage to Purchaser Network, Purchaser infrastructure, Purchaser Data, Products, Services or Vendor Network(s) that may result from the Information Security Incident.

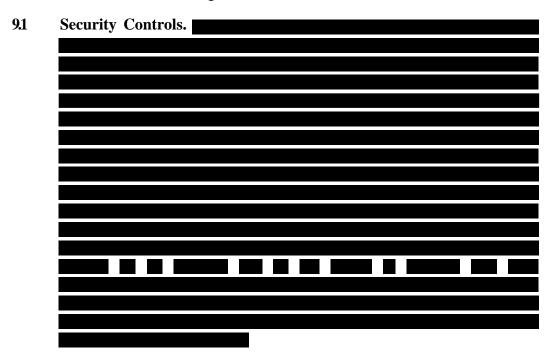
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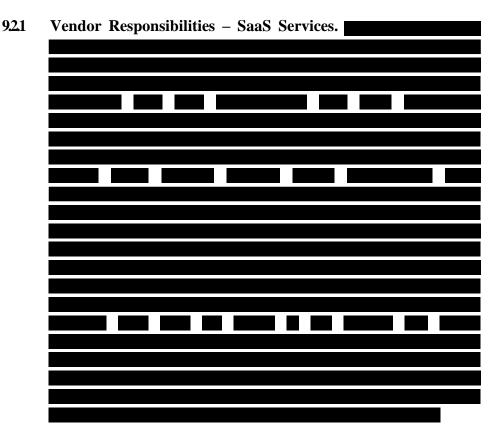
	64	Termination.
7.	VEND	OOR PERSONNEL.
	7.1	Vendor Personnel.
	7.2	Vendor Personnel Confidentiality.
	73	Termination of Vendor Personnel; Purchaser Revisions to Access Requirements.

8.	SER	VICE.	
	81	Accou	int Usage.
	82	Purch	naser Network Access Requirements.
		8.2.1	
		8.2.2	
			
		823	
		8.2.4	

9. RISK MANAGEMENT REQUIREMENTS.



9.2 End User Credentials.



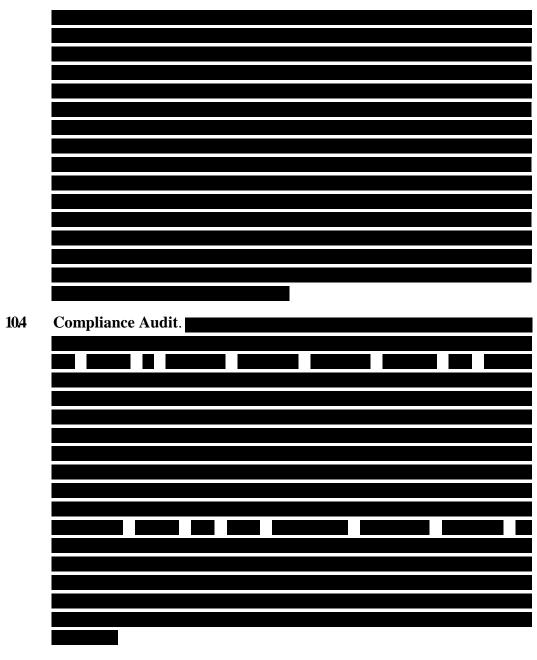
9.2.2	Purchaser Responsibilities.
Agree not de reside author any P In the omiss	tion and Destruction of Purchaser Data. During the term of the ment and as otherwise obligated under the Agreement, Vendor will elete or destroy any Purchaser Data or media on which Purchaser Data without prior authorization from Purchaser. Purchaser hereby trizes Vendor to delete or destroy Purchaser Data in accordance with urchaser document retention policies furnished to Vendor in writing. It event any Purchaser Data is lost or destroyed due to any act or ion of Vendor, including any Information Security Incident, Vendor restore such Purchaser Data using the most recent available back-up.
althTru nTrust (TION SECURITY AUDIT. In addition to any audit rights provided st under the Audit Rights Section of the Agreement, Purchaser, or an external auditing firm selected by HealthTrust which is not a
	Yendor shall have the right to audit Vendor's compliance with this provided in this Section 10.

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10. INFO to He Health compe IS Ext

10.1	Logging.				

Internal Review and Audit Report. Certificates.						
Certificates.	Internal	Review and	d Audit Rep	ort.		
Certificates.						
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	Certifica	tes.				



11. **CYBER RISK AND DATA SECURITY INSURANCE.** Vendor will maintain at its own expense, with such other terms and conditions as reasonably required by Purchaser and/or any applicable Affiliate(s)

12. **DEFINITIONS**.

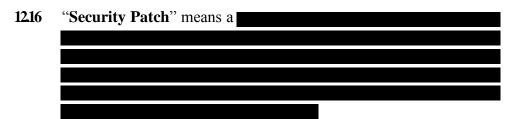
- **121 "Anti-virus Software"** shall be defined as industry-standard software specifically written to prevent the introduction or intrusion of Malicious Software.
- "Audit Log" means a time-based record of system activities to enable the audit, reconstruction, and examination of the sequence of events and/or changes in an

- event, including without limitation, who accessed a system and what operations the person has performed during a given period of time.
- **"Compensating Control"** means a mechanism that is put in place to satisfy the requirement for a security measure that is deemed by Vendor to be too difficult or impractical to implement at the present time.
- **"Corrective Action"** means an action to eliminate the cause of a detected non-conformity or undesirable situation, as defined by the U.S. Food and Drug Administration.
- "Critical Vulnerability" means any Vulnerability with a Common Vulnerability Scoring System Revision 3 ("CVSS(3)") score of 7 or above.
- **"Vulnerability**" means a flaw or weakness in a Product's or system's security procedures, internal controls, design or implementation that could be exercised (accidentally triggered or intentionally exploited) and result in harm or unauthorized access to a system, activity or Purchaser Data.
- **127 "End User"** means an individual that Purchaser permits to use the SaaS Services, which may include, without limitation, employees agents, contractors, consultants, outsourcers, suppliers or other individuals (including third parties), but only in accordance with Section 9.2.2.

128	"Information Security Incident" means:

- **129** "Local Software" means any software provided by Vendor for local installation and use in connection with the SaaS Services.
- "Malicious Software" shall be defined as any type of software or program which is designed to: (a) cause unauthorized access to or intrusion upon; or (b) otherwise disrupt and/or damage, computer equipment, software, and/or data (commonly referred to as a virus, worm, Trojan horse, or spyware)
- **1211** "Network" means a configuration of computers, workstations, and other devices that are inter-connected.
- **1212** "Ordering Documents" means the ordering documents entered into by and between the Purchaser and Vendor for the purchase and order of Products and Services, and includes, without limitation, any Statements of Work, as applicable.

- "Personal Information" means any information relating to an identified or identifiable individual (such as name, postal address, email address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, personal identification number, health or medical information, or any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic or social identity), whether such data is in individual or aggregate form and regardless of the media in which it is contained, that may be (a) disclosed or processed at any time to Vendor by Purchaser or an Affiliate; or (b) derived by Vendor from the information described in (a).
- **12.14** "**Purchaser Data**" means any or all Personal Information that is stored, recorded, processed, created, derived or generated by Vendor for or on behalf of the Purchaser, regardless of the form or media in which such data is held.
- **1215** "**Remote Access**" means the connectivity which enables access from a network outside the Purchaser Network to the perimeter of the Purchaser Network.



- **12.17** "SaaS Services" means the software-as-a-service ("SaaS") services and all software used by Vendor to display and perform the SaaS Services.
- 12.18 "Software" means any and all computer software licensed to Purchaser under applicable Exhibits. The term Software includes, as applicable and without limitation, software provided through or in relation with the SaaS Services, Local Software (as defined in the Software as a Service Terms and Conditions Exhibit, if applicable) and Vendor Software (as defined in the On Premise Software Terms and Conditions Exhibit, if applicable).



February 6th, 2024

Valerie Salerno
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding IV Safety Catheters.

Dear Ms. Salerno:

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

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

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

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



The above-described process was followed with respect to the IV Safety Catheters. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to Smiths Medical, ICU Medical, Bbraun, Retractable Technologies and BD in September of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services



December 13th, 2023

Cole Price
Management Analyst - Contracts
University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102

Re: Request for competitive bidding information regarding Infusion Pumps, Sets, Solutions and Needleless Products.

Dear Mr. Price:

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

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

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

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



The above-described process was followed with respect to the Infusion Pumps, Sets, Solutions and Needleless Products. HealthTrust issued RFPs and received proposals from identified suppliers in the category. Agreements were awarded to BBraun, Baxter, ICU Medical and BD (Alaris) in January of 2022. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

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Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)													
_	Sole prietorship	□F	Partnership		Limited Liability mpany	\boxtimes	Corporation	☐ Tru	ıst	☐ Non-Profit Organization		☐ Other	
Bus	Business Designation Group (Please select all that apply)												
☐ MBE ☐ WBE			□SBE		☐ PBE			□ VET		VET	☐ ESB		
Minority Business Enterprise Women-Owned Business Enterprise		d	Small Business Enterprise		Physically Challenged Business Enterprise		i	Veteran Owned Business	Disabled Veteran Owned Business		Emerging Small Business		
Nu	Number of Clark County Nevada Residents Employed: 3												
			N	101									
			Entity Name:	ICC	J Medical Sales, Ir	nc.							
	et Address:	ар	olicable)	95′	1 Calle Amanecer				We	bsite: https://www.icu	med.	com/	
City	, State and Zi	рC	ode:	Sai	San Clemente, CA 92673			POC Name: William Cloonen / Anne Putnoky Email: william.cloonen@icumed.com / anne.putnoky@icumed.com					
Tele	ephone No:			949-366-2183			Fax	Fax No: 949-366-8368					
Nev	ada Local Str	eet	Address:						We	bsite:			
(If d	lifferent from	abo	ove)										
Cit	y, State and Z	ip (Code:					Local Fax No:					
100	al Telephone	Na						Local POC Name:					
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					led and non-profit on ng before the Board		nizations, must	list the n	ames	of individuals holding mo	ore tha	an five percent (5%	%) ownership or
										Directors in lieu of disends to the applicant and			individuals with
										tevised Statutes, including es, and professional corpo			te corporations,
			Full Name					Title				% Owned ot required for Pub prations/Non-profit	olicly Traded
Not	required – publ	cly	traded corporation	n									
										_			
This 1.	 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 (I	f yes, p	olease note that Un					ern Nevada employee(s), contracts, which are not so			
2.										tic partner, child, parent, i -time employee(s), or app			
	☐ Yes		□ No (I	f yes, p	please complete the	Dis	closure of Relati	onship fo	orm o	n Page 2. If no, please p	rint N/	A on Page 2.)	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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.

Richard Nevin Richard Nevin (Jan 11, 2024 15:03 CST)	On Behalf of ICU Medical Sales, Inc., Richard Nevin				
Signature	Print Name				
VP - Contracting	Jan 11, 2024				
Title	Date				

DISCLOSURE OF RELATIONSHIP

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

Print Name

Authorized Department Representative

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 e	employee of University Medica	l Center of Southern Nevada	
"Consanguinity" is a relations	ship by blood. "Affinity" is a rel	ationship by marriage.	
"To the second degree of of follows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as
Spouse – Registered	l Domestic Partners – Childrer	n – Parents – In-laws (first deg	ree)
Brothers/Sisters – Ha	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)
For UMC Use Only:			
	noted above, please complete the follo	wina:	
	·	ntracting/selection process for this pa	rticular agenda item?
		ay with the business in performance of	-
Notes/Comments:	, , , , , , , , , , , , , , , , , , , ,	ay 2 a a p a p a	
·····-·			
Signature			
9			

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DISCLOSURE OF OWNERSHIP/PRINCIPALS

Busines	ss Entity Ty	oe (Please select	one)	\								
☐ Sole		Partnership		Limited Liability mpany	×	Corporation	☐ Trus	st	☐ Non-Profit Organization		☐ Other	
Busines	ss Designati	on Group (Please	e sel	ect all that apply))							Ţ
□ МВЕ		□WBE		SBE		☐ PBE			□ VET		OVET	☐ ESB
Minority Business Enterprise Women-Owned Business Enterprise				Small Business Enterprise		Physically Challeng Business Enterprise		Veteran Owned Business Disabled Veteran Owned Business		Emerging Small Business		
Numb	er of Cla	rk County Ne	evac	da Residents	E	mployed:	3					
Corpora	ate/Business	s Entity Name:	Sm	iths Medical ASD,	. Ind	C.						
	e d.b.a., if ap			,								
	Address:	•	600	00 Nathan Ln N				We	ebsite: http://www.icu	ımed.	com	
			Ply	mouth, MN 55442				РС	OC Name: William Clo	onan	/ Anne Putnoky	
City, Sta	ate and Zip	Code:						En	nail: william.cloonan@)icum	ed.com	
									anne.putnoky@io	cumed	l.com	
Telepho	one No:		763	3-383-3000Not				Fa	x No:			
Nevada	Local Stree	t Address:						We	ebsite:			
(If differ	rent from ab	ove)										
City, St	tate and Zip	Code:	Loc			Local Fax No:						
						Local POC Name:						
Local 16	elephone No):					Email:					
Publicly- ownershi Entities	r-traded entit ip or financial include all bu	interest. The disclosiness associations	t org	ganizations shall requirement, as app anized under or gov	list olied vern	d to land-use apposed by Title 7 of	plications, the Nevad	exte da F	d Directors in lieu of cends to the applicant and Revised Statutes, includings, and professional corp	I the la	ndowner(s). not limited to priva	
		Full Name	Title			Title				% Owne lot required for Pul orations/Non-profi	olicly Traded	
Not Requ	uired – Public	y Traded Company										
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	,	al members, partne appointed/elected o	,		invo	olved in the busi	ness entity	/, a	University Medical Cente	er of So	outhern Nevada ful	l-time
	Yes								ern Nevada employee(s) contracts, which are not			
									tic partner, child, parent, ll-time employee(s), or ap			
	Yes	□ No (If y	es, p	lease complete the	Dis	sclosure of Relat	ionship for	rm c	on Page 2. If no, please	print N	A on Page 2.)	
		ı	DIS	CLOSURE	C	F OWNE	RSHII	P	PRINCIPALS			
									d accurate. I also undersi land sales, leases or exc			
	Nevin 12, 2024 16:21 C	ST)				Richard Nevin	, on behalf	f of a	Smiths Medical ASD, Inc	i.		
Signature	е					Print Name	_		40.00		-	
VP - Con	ntracting						J	a	ın 12, 20	124	}	
Title						Date			, -			

1

DISCLOSURE OF RELATIONSHIP

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

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT			
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:						
	noted above, please complete the follo	_				
	byee(s) noted above involved in the co		_			
	oyee(s) noted above involved in any w	ay with the business in performance	of the contract?			
Notes/Comments:						
Signature						
Print Name Authorized Department Representa	tive					

SIGNATURE REQUEST: SMITHS MED UMC DISCLOSURE OF OWNERSHIP PRINCIPALS FORM

Final Audit Report 2024-01-12

Created: 2024-01-12

By: Monica Jansen (monica.jansen@icumed.com)

Status: Signed

Transaction ID: CBJCHBCAABAAWQwnO0_c44QnmpfUmUSj-7SKZnZ72m3q

"SIGNATURE REQUEST: SMITHS MED UMC DISCLOSURE OF OWNERSHIP PRINCIPALS FORM" History

- Document created by Monica Jansen (monica.jansen@icumed.com) 2024-01-12 9:49:18 PM GMT- IP address: 67.176.155.46
- Document emailed to richard.neviniii@icumed.com for signature 2024-01-12 9:52:27 PM GMT
- Email viewed by richard.neviniii@icumed.com 2024-01-12 10:20:24 PM GMT- IP address: 104.47.57.254
- Signer richard.neviniii@icumed.com entered name at signing as Richard Nevin 2024-01-12 10:21:14 PM GMT- IP address: 184.59.51.207
- Document e-signed by Richard Nevin (richard.neviniii@icumed.com)

 Signature Date: 2024-01-12 10:21:16 PM GMT Time Source: server- IP address: 184.59.51.207
- Agreement completed.
 2024-01-12 10:21:16 PM GMT

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is made effective the of	
, 2024 (the "Effective Date"), by and among 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 Charles	tor
Boulevard, Las Vegas, Nevada, 89102, ICU Medical Sales, Inc., on behalf of itself and its affiliates and	t
Smiths Medical ASD, Inc., hereinafter referred to collectively 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, on or about the date hereof, the Parties are entering into Transaction Documents (as defined in the Addendum dated on or about the date hereof) whereby Business Associate may provide certain services to Covered Entity (the "Services"), and, pursuant to one or more of such Transaction Documents, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the Transaction Documents are referred to herein as the "Underlying Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the Underlying Agreement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. <u>DEFINITIONS</u>

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" is as defined by HIPAA Rules.

"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. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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, Protected Health Information, Security Incident, and Technical Safeguards.

Terms are defined by HIPAA rules.

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 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. <u>USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION</u>

- (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 an Underlying Agreement between the Parties evidencing their business relationship;
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules); or
 - (iii) for Business Associate's proper management and administration; or
 - (iv) as otherwise expressly permitted in writing by Covered Entity.

- (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 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. <u>SAFEGUARDING PROTECTED HEALTH INFORMATION</u>

- (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 Security Incident. No report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system as allowed by the HIPAA rules, which may include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Business Associate's information systems.
- (b) When a Breach occurs, Business Associate agrees:
 - ((i) To notify Covered Entity's Chief Privacy Officer within 15 business days upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, notify Covered Entity's Chief Privacy Officer and provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

- (ii) To reasonably cooperate with Covered Entity's analysis and determination on whether notification to affected individuals, media, or Secretary of the U.S. Department of Health and Human Services is legally required, and
- V. (iii) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals; provided, however, that the parties shall meet and confer prior to costs being incurred to determine which party is in best position to provide notification to affected individuals.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 solely to the extent required under an applicable HIPAA Rule or pursuant to a valid court order.
 - (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 written 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 in a Designated Record Set to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information in a Designated Record Set electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
 - (iii) To make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to such Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
 - (iv) To account for such 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 30 business days of request from Covered Entity.

VII. TERM AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall continue for the duration of the of the last Underlying Agreement. Notwithstanding anything in this Agreement to the contrary, a Party

shall have the right to terminate this Agreement and the Underlying Agreement immediately upon written notice if it determines that the other Party has violated the HIPAA Rules and such violation is not cured within thirty days of written notice of the violation provided that if the violation is not capable of cure, termination shall be immediate. A Party will notify the other Party of a violation within thirty days of becoming aware of the violation. The Parties agree to work together in good faith to address any such alleged violations. At termination of this Agreement, the Underlying Agreement, or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form, provide a written certification to Covered Entity that such Protected Health Information has been returned or destroyed, and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information not feasible.

VIII. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent via United States Postal Service registered or certified mail, postage prepaid and return recipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To Covered Entity:

Attn: Legal Department University Medical Center of Southern Nevada 1800 West Charleston Boulevard Las Vegas, NV 89102

To Business Associates:

ICU Medical Sales, Inc. / Smiths Medical ASD, Inc. 951 Calle Amanecer San Clemente, CA 92673 Attn: General Counsel

With a copy by email to: notice@icumed.com

IX. <u>MISCELLANEOUS</u>

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein, but only to the extent Business Associates maintains any Protected Health Information on behalf of Covered Entity.

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 30 days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such 30-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:	BUSINESS ASSOCIATE:
Ву:	Ву:
Mason Van Houweling	Name:
Title: CEO	Title:
Date:	Date:
BUSINESS ASSOCIATE:	
Ву:	
Name:	
Title:	
Date:	_

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Agreement with Waxie Sanitary Supply			
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 Waxie Sanitary Supply for Sanitation Materials and Equipment; or take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund

Fund Center: 3000846000 Funded Pgm/Grant: N/A

Description: Sanitation Materials and Equipment Bid/RFP/CBE: NRS 450.525 & 450.530 - GPO

Term: 10/20/23 – 10/19/2028 Amount: NTE \$15,327,414.29 Out Clause: 15 days for Convenience

BACKGROUND:

This request is to enter into a new Agreement with Waxie Sanitary Supply ("Waxie") to provide UMC with janitorial and sanitation supplies to the UMC's main hospital and various offsite clinics, as needed. Waxie will also provide onsite product and service consultations, demonstrations, job/task cleaning direction and training. UMC will compensate Waxie a NTE amount of \$15,327,414.29 for a period of five (5) years, through October 19, 2028. Either party may terminate this Agreement with a 15-day written notice to the other.

The supplies are being purchased pursuant to UMC's Agreement with HealthTrust Purchasing Group ("HPG"). HPG is a Group Purchasing Organization of which UMC is a member. This request is in compliance with NRS 450.525 and NRS 450.530; attached is the bid summary sheet and a sworn statement from an HPG executive verifying that the pricing was obtained through a competitive bid process.

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

Waxie currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their February 21, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda February 28, 2024

Agenda Item#

24

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR WAXIE SANITARY SUPPLY

WAXIE SANITARY SUPPLY

NAME OF FIRM

Nancy Swaggerty

DESIGNATED CONTACT, NAME AND TITLE (Please type or print)

277 S. Pilot Rd.

Las Vegas, NV 89119

ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE

702-545-9541 (AREA CODE) AND TELEPHONE NUMBER

nswaggerty@waxie.com

E-MAIL ADDRESS

AGREEMENT FOR WAXIE SANITARY SUPPLY

This Agreement (the "Agreement") is made and entered into as of October 20th, 2023 (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 WAXIE SANITARY SUPPLY(hereinafter referred to as "COMPANY"), for the purchase and delivery of sanitary supplies (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed <u>\$15,327,414.29</u> 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 a period of five (5) years ("Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Terms of Payments

- 1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the fees set forth on Schedule A not-to-exceed \$15,327,414.29. 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.
- 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.

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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

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

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

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

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. 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. 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, Portia Ealy, telephone number (702) 765-7930 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. <u>Termination for Cause</u>

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

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

2. <u>Termination for Convenience</u>

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

3. <u>Effect of Termination</u>

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that is has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

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

TO HOSPITAL:

University Medical Center of Southern Nevada

Attn: Legal Department 1800 W. Charleston Blvd. Las Vegas, NV 89102

TO COMPANY:

WAXIE Sanitary Supply,

9353 Wayie Way San Diego, CA 92123

SECTION XII: MISCELLANEOUS

A. ADA Requirements

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

B. Amendments

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

C. Assignment

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

D. Audits

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

E. Clark County Business License / Registration

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

F. Complete Agreement

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

G. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in

accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D**.

H. Counterparts

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

I. Covenant

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

J. Covenant Against Contingent Fees

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

K. Exclusion

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

L. Governing Law / Venue

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

M. Gratuities

- 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. <u>Survival of Terms</u>.

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

W. Travel Policy

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

Reimbursement shall only be for the contract personnel.

Transportation:

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

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

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

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

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

- Company's Invoice
 - 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
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Travel expenses shall not exceed \$_0.00 without prior written approval from HOSPITAL.

X. Waiver; Severability

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

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

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:______ DATE
Chief Executive Officer

COMPANY:

WAXIE SANITARY SUPPLY

NAME Eric Fre

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EXHIBIT A WAXIE SANITARY SUPPLY SCOPE OF WORK

University Medical Center (UMC) is requesting services from a qualified and experienced distributor to provide distribution of janitorial and sanitation supplies. The distribution service would provide a diverse and extensive supply of janitorial and sanitation materials and equipment to the University Medical Center main hospital and or various offsite clinics as needed. The distribution representative(s) should be able to provide onsite product and service consultations, demonstrations, job/task cleaning direction and training.

Background

The vendor will provide the following services to University Medical Center (UMC):

- UMC requires a vendor that would provide distribution services to main medical campus at 1800 W. Charleston Las Vegas, NV 89102.
- 2. Vendor should be able to meet the following requirements:
 - a. Have a strong national presence in the janitorial and sanitation supply industry.
 - b. Have a distribution model capable of delivering products nationwide
 - c. Have a demonstrated sales presence.
 - d. Have a full range of products, supplies, and services to meet the demands of a healthcare system

Period of Performance

1. 5 years

Place of Performance

1. 1800 W. Charleston Las Vegas, NV University Medical Center main hospital and various offsite Ambulatory clinics as needed.

Work Requirements

- 1. Usage reports for supply ordering.
- 2. Monthly meeting with Waxie appointed representative.

UMC Responsibilities

- 1. UMC appointed representative will be responsible for ordering and coordination of shipping and receiving of supply orders.
- 2. UMC appointed representative will be responsible for determining supply PAR, and sending orders back to vendor if broken or unusable.

Vendor Responsibilities

- Establish routine ordering plan.
- 2. Procure supply orders and inform UMC appointed representative of delays and or cancelation of goods.

- Coordinate on-site pickup as requested
- 4. Coordinate vendor relationships for purchasing purposes of minor equipment.

Schedule/Milestones

1. Orders will be delivered twice a week on dates selected by UMCV appointed representative.

Acceptance and Performance Criteria

- 1. Deliveries will be received on the east loading dock at the EVS office or UMC appointed represented will identify various location on the main site if delivery area is not available.
- UMC appointed representative will verify shipment, order, and sign off once received.

Compliance with Laws and Policies

- Vendor shall observe and comply with all applicable laws, regulations, ordinances, orders, executive orders and directives (collectively, "Applicable Laws") of any governmental authority with regulatory jurisdiction, including without limitation EPA, TCEQ, DSHS, OSHA and DOT, and shall be in compliance with all applicable registration, license, and permit requirements at all times.
- 2. Vendor shall at all times comply with applicable policies and procedures promulgated by University Medical Center
- 3. Vendor shall obtain, at its own cost, and, prior to the effective date of this Agreement, provide copies to the Institutions of all required governmental permits, approvals, licenses, filings, registrations, and approvals required by federal, state or local laws, regulations or ordinances, to provide the covered services, including but not limited to the handling, transportation, and disposal of covered wastes

		SCHEDULE A
Customer Number 36053	103021	ber Description 9 100 SUPER TOILET BOWL CADDY
36053 36053	103045	WAXIE-GREEN CSL CALCIUM SCALE & LIME REMOVER OF 17/05
36053 36053	103201	D NON ACID BOWL/BATHRM CLNR 61143665-QTS CBC PLUS BOWL CLEANER 61143699-QUARTS
36053 36053	1033400	WAXIE-GREEN SCRUB-EASE II CREME CLEANSER QT 12/CS WAXIE DEFOAMER FOAM DISSIPATOR GL 4/CS
36053 36053	110093 110145	KARAT 16 OZ PET CLEAR CUP MADE IN USA - 20/50 16 OZ FOAM CUPS 1000/CS 16116
36053 36053	160058 160115	MICROBURST 3000 LINEN FRESH AIR FRSHNR 12/CS WAXIE-GREEN SOLSTA 330 SRESH MIST HOURS MISTORICAL AIRS
36053 36053	160471 160474	KLEENLINE ECO CUP MANGO AIR FRESHENER 12/RX 6/CS
36053 36053	170018 170059	WAXIE GERMICIDAL ULTRA BLEACH 1280Z GL 3/CS.
36053 36053	170082	WAXIE SOLSTA 730 HP DISINFECTANT CLEANER 3L 4/CS OXIVIR 1 WIPES 4 X 160CT WIPES 11-IN X 12-IN REFILL
36053 36053	170099 170333	OXIVIR TB ONE STEP DISINFECTANT CLEANER 17X1 OT LIC
36053 36053	180091 180106	PGA SWIFFER DUSTER 360 3FT EXT HANDLE WITH 3 360 REFILLS 6/CS Q852 HYGEN HI PERFORMANCE FLEXI WAND 6 PER CASE
36053	190070 200004	2600 PLASTIC LOBBY DUSTPAN SWIFFER DUSTER REFILLS PGC21459CT 4BX/CS
36053 36053	2050420 2051261	2.5 FT PLASTIC DUAL ANGLE LOBBY UPRIGHT BROOM
36053 36053	2060670 2060673	GROUT AND CREVICE BRUSH RM 9856 WAXIE IRON-STYLE MEDIUM-DUTY SCRUB BRUSH
36053 36053	2066612 260002	WAXIE GROUT LINE BRUSH 12/CS 20IN 3M BLUE CLEANER PAD #5300 20IN 3M BLUE CLEANER PAD #5300
36053 36053	260120 260150	3M 17-IN BLACK THICK STRIP PAD #7:200 3M 20-IN BLACK THICK STRIP PAD #7:200
36053 36053	260217 260220	3M 17-IN BLACK HI-PRO PAD #7300 3M 20-IN BLACK HI-PRO PAD #7300
36053 36053	260660 260670	3M 12-IN 3M RED PAD 3-IN CTR HOLE #5100 3M 13-IN RED PAD #5100 3M 13-IN RED PAD #5100
36053 36053	260790 260820	3M 14-IN RED BUFFER PAD #5100
36053 36053	260850 261350	3M 20-IN RED PAD #5100 3M 20-IN RED PAD #5100 3M 20-IN WHITE SUPER POLISH PAD #4100
36053 36053	261357 261430	3M 27-IN WHITE SUPER POUSH PAD 3M 27-IN WHITE SUPER POUGH PAD
36053 36053	261440	3M 20-IN PINK ERASER FLOOR PADS #3600 3M 27-IN ERASER PAD PINK #3600 3M 27-IN ERASER PAD PINK #3600
36053	261617 261620	3M 17-IN AQUA BURNISH FLOOR PADS 5/CS #3100
36053 36053	261627 261647	3M 27-IN BURNISH AQUA PAD #3100 3M 27-IN BURNISH AQUA PAD #310 3M 20IN SKY BLUE HI-PER- FORMANCE BURNISH RAD 2050 EVER
36053 36053	261649 261713	3M 13-IN TOPLINE AUTOSCRUBBER PAD #5000
36053 36053	261717 261720	3M 17-IN TOPLINE AUTOSCRUBBER PAD #5000 3M 20-IN TOPLINE AUTOSCRUBBER PAD #5000
36053 36053	261722 262030	3M TOPLINE AUTOSCRUBBER PAD 5000 28X14-INCH 10/CS KLEENLINE PRO WHITE 20 IN POLISHING PAD PAD 5/CASE
36053 36053	262032 262033	KLEENLINE PRO BLACK 20 IN STRIPPING PAD 7200WSS 5/CS KLEENLINE PRO BLUE 20 IN CLEANING PAD 5 (CASE
36053 36053	252035 252036	KLEENLINE PRO BLUE 17 IN CLEANING PAD 5/CASE KLEENLINE PRO BLACK 17 IN STRIPPING PAD PAD 5/CASE
36053 36053	252037 262038	KLEENLINE PRO RED 17 IN BUFFING PAD 5/CASE
36053 36053	262039 262112	KLEENLINE PRO WHITE 17 IN POLISHING PAD PAD S/CASE KLEENLINE PRO RED 13 IN BUFFING PAD S/CASE
36053 36053	264135 266033	3M 12 BLUE CLEANER PAD #5300 5/CS 3M SCOTCH-BRITE SQUARE SPP SURFACE PREP PAD 14X20 IN 10/CS
36053 36053	268752	TURESCRUB UTILITY PAD 4.5 IN X 10 IN A/CASE MAROON PADS FOR 20-IN BOOST 14X 20-INCH 10 PER CASE
36053	290078 290470	1 - 1/2 STIFF PUTTY KNIFE BLUE/GRAY 12/BX 18-IN COMBO SQUEEGEE/WASHER HEAVY DUTY 4-IN SCRAPER WITH 48-IN INCH HANDLE
36053 36053	290750 290842	REPLACEMENT BLADES FOR SCRAPER- PACK=6 EACH / EA=SLEEVE OF 10
36053 36053	291110 320046	VERICLEAN FLOURESCENT MARKING SPRAY 6Y10MI
36053 36053	320082 320814	GP FORWARD GENERAL PURPOSE CLEANER GL 4/CS WAXIE W-400 FLOOR STRIPPER GLA/CS
36053 36053	320824 320962	WAXIE BOMBERS FLOOR STRIPPER GL 4/CS POWER FOAM BRAVO STRIPPER 13/33/07
36053 36053	320971 320981	WAXIE EGGE OFF BASEROARD AEROSOL STRIPPER 12-19 OZ 3M TROUBLE SHOOTER 21 OZ AEROSOL
36053 36053	322420 323100	LIFT OFF BASEBOARD STRIPPER 180Z. CAN 12/CS
36053 36053	324044 324054	EMEREL MULTI SURFACE CREME CLEANSER RTU 12X32-OZ WAXIE GROUT RESCUE GROUT REJUVENATOR HD CLEANER GL 4/CS
36053 36053	329136	WAXIE GROUT & TILE MAINTAINER GL 4/CS DL ALPHA HP MULTI-SURFACE DISINFECT CLNR 2.5L 2/CS J-FILL
36053	329250 329284	J-FILL 57 OXIVIR FIVE 16 CONCENTRATED DISINF 2X2.5L J-FILL 66 PROMINENCE HD FLOOR CLEANER 2X2.5L
36053 36053	350146 350153	3M 88N NIAGARA BLUE SCOUR POT & PAN PAD # 19371 3M SCOTCH-BRITE EASY FRASING PAD ADDACT 12/CS
36053 36053	350360 350635	3M 8541 DOODLEBUG BROWN PAD 5/8X 48X/CS
36053 36053	355104 381726	MR. CLEAN MAGIC ERASER 68X/CS 6EA/BX PGC 79009PK 3659-12 PURELL INSTANT HAND SANITIZER 12X12-OZ PUMP BOTTLE
36053 36053	388819 389805	5053-02 PURELL ESA ADV HAND SANITIZED FOAM 1200ML 2/CS
36053 36053	389809 390017	7753-02 PURELL HLTHCARE ES8 ADV HAND SANITIER FOAM 1200 ML 2/CS PROVON FOAMING HANDWASH WITH MOISTURIZERS 1250 ML 4/CS
36053 36053	412215 500390	
36053 36053	500408 500409	BBW #697 WIRE HAMPER STAND WITH FOOT PEDAL 9T75 HIGH SECURITY CLEANING CART BLACK 9T73 RUBBERMAID MICROFIBER JANITOR CART - BLACK
36053 36053	500613 500632	RM EXECUTIVE 8-BUSHEL COLLAPSBL MULTI-STREAM Y, CART DYARLI PAGE
36053 36053	500549 546100028	LOCKING COMPARTMENT FOR 6173 JANITOR CART - YELLOW 6173 - JANITOR CART - BLACK
36053 36053	546100429	FACILIPRO LAZER PHAZER FLOOR FINISH 2GL - 4GL/CS MAXX DUAL ACTION FLOOR CLEANER BRIGHT SPEED 6/640Z
36053	546100433 571079	QC MAXX DUAL ACTION FLOOR CLEANER BRIGHT SPEED 1.3L 2/CS VIPER VENOM 2D 175 RPM 1.5 HP FLOOR MACHINE INCL PAD DRIVER
36053 36053	571096 571119	VIPER VENOM 20 175 RPM 1.5 HP FLOOR MACHINE INCL PAD DRIVER VIPER VENOM 17 FLOOR MACHINE 175 RPM 1.5 HP ADVANCE FM810 XP ORBITAL FLOOR MACHINE
36053 36053	574721 575117	PRO EXTENSION CORD WAVEAU 16/3 SITIN SO ECOT VEH OW
36053 36053	577077 577520	SQUARE SCRUB DOODLE SCRUB DELUXE KIT KLEENLINE PRO 12UE UPRIGHT VAC
36053 36053	577615 578844	ADVANCE ES300 XP SELF CONTAINED CARPET EXTRACTOR BIG MOUTH PAD RETAINER - BUILE
36053 36053	580310 588201	T125 PLUS 6V 240AH TROJAN BATTERY ADV 2.5 GAL SOLUTION TANK FM810XP
36053 36053	588417 630174	MAIN HEPA FILTER FOR MAKITA CORDLESS BACKPACK VACUUM 1/68BL 57# KRAFT GROCERY BAG 12X7X17 500/BD
36053 36053	63030105 630519	LAWN AND LEAF BAG 30 GAL 16x35 KRAFT 50/CT LARGE H.D.KRAFT BAG 16X12X35 50/CS
36053 36053	650078 650133	TRUST MICROFIBER MOP FRAME
36053 36053	650164 650350	KLP ULTRA SORB CUT END MOPHEAD BLUE HEADBAND 12/CS KLP 5 X36 DISPOSABLE DUST MOP
36053 36053	650701	KLP BLUE WONDER JANITOR MOP HEAD 12/CS H246 -GRIPPER CLAMP STYLE 60 IN MOP HANDLE - FIBERGLASS - GRAY
36053	65C868 65C882	SWIFFER REGULAR SWEEPER IMPLEMENT BASE 3/CS RM QUICK CONNECT STRAIGHT EXTEN HANDLES 48-72IN 6/CS
36053 36053 36053	651181 651218	M146 RM GRAY SNAP ON DUST MOP HANDLE 3M 59032W EASY TRAP 5X6 SWEEP AND DUST SHEETS 30FT 8RL/CS
36053	651226 651299	3M EASY SHINE APPLICATOR KIT 55433 - 1 KIT/CS P269 RM 19-IN LOW PROFILE SPIN BONNET
36053 36053	651951 652337	RM EXEC 18 IN PULSE MF FLAT MOP FRAME SINGLE-SIDED BLACK 6/CS RM 17-IN Q560 QUICK CONNECT WET/DRY FRAME EACH 6/CS
36053 36053	652338 655307	RM 58-IN Q750 QUICK CONNECT HANDLE 6/CS 3M 55655W EASY TRAP 5X6 SWEEP AND DUICT SHEETS 135 CT 3DLICE
36053 36053	655324 655325	HYGEN 12 X 12 DISPOSABLE MICROFIBER FLOOR PAD 150/CS
36053 36053	660311 660361	RM HYGEN YELLOW CHARGING BUCKET 3 PER CS 6112-77 RM CAUTION WET FLOOR 25IN SIGN
36053 36053	700315 700813	40X46 INFECTIOUS WASTE LINERS RED 1.3 MIL 200 PER CASE CI PP 30X45 19 MIC BLUE LINER 250/CS
36053 36053	701050 702480	KLEENLINE 33X41 1.3 MIL RED PRINTED ROLL LINER 10/25 CASE
36053 36053	702500 703530	KLEENLINE 30X37 .75 MIL CLEAR CORELESS ROLL LINER 10/25 CASE KLEENLINE 40X48 1.15 MIL CLEAR CORELESS ROLL LINER 10/15 CASE VI EENLINE 40X48 1.15 MIL CLEAR CORELESS ROLL LINER 10/15 CASE
36053 36053	703416 709010	KLEENLINE 40X48 1.15 MIL BLUE FLAT PACK LINER 150 PER CASE HER 40X46 1.3 MIL PRINTED RED ROLL LINER 200/CS
36053 36053	730012	#H1000 CORELESS ROLL HOLDERS 4/CS 2673 - SLIM JIM SWING LID FOR 23 GL WASTE BASKET - BLACK
36053	730013 730053	RM 3540-60 SLIM JIM VENTED 23GL BLACK - 4 PER CASE 1883552 SLIM JIM STEP-ON FRONT STEP BEIGE 1 EA
36053 36053	730148	3520 UNTOUCHABLE HALF ROUND CONTAINER GRAY 4/CS 2957 - 41 QT PLASTIC WASTE BASKET - BLACK
36053 36053	730157 730280	SUM JIM SOL/13G RESIN BEIGE 2543 - 28 OT UL WASTE RASKET - REIGE
36053 36053	730872 733005	RM BRUTE 50 GL BLUE RECYCLE ROLL OUT CONTAINER 2/CS RM SLIM JIM STEP ON RESIN RED
36053 36053	739060	6146 - 23 GL MOBILE STEP ON CONTAINER - BEIGE SHEILA SHINE 10 OZ AEROSOL
36053	751757	SHELLA SHINE 10 OZ AEROSOL PLEDGE LEMON CLEAN FURN POLISH 6/13.8 OZ AEROSOL SHOWA 8814 CHARGUARD GLOVES XL
consiste 2		AND

36053	791219	DURACELL PROCELL C-CELL ALKALINE BATTERIES 12/CTN
36053	850016	23304 PACIFIC BLUE BASIC MULTIFOLD TOWEL BROWN 16X250
36053	850045	KLEENLINE ESSENTIALS 2010 1-PLY WHITE MULTIFOLD TOWEL 16/250
36053	850048	SAFE T GARD SEAT COVER DISPENSER SMOKE 10 PER CASE
36053	850955	19375 COMPACT CORELESS HI-CAP 2-PLY BATH TISSUE 36/1000
36053	851079	56790A COMPACT CORELESS TISSUE VERTICLE 2-ROLL BLACK DISP
36053	851127	18280/01 PREFERENCE WHITE 2-PLY EMBOSSED BATHROOM TISSUE 80X550
36053	851200	59210 JUMBO JR 2-ROLL BATHROOM TISSUE BLACK DISPENSER
36053	851423	13728 PACIFIC BLUE SELECT 2-PLY JUMBO JR BATH TISSUE 8X1000
36053	851433	WAXIE 5096 CLEAN & SOFT 2-PLY FACIAL TISSUE CUBE BOX 36/96
36053	851530	KLEENLINE 041 HALF-FOLD TOILET SEAT COVERS 5000/CASE
36053	851612	47046 PACIFIC BLUE BASIC HALF- FOLD TOILET SEAT COVERS 20/250
36053	851665	110292A TORK ADVANCED HIGH CAPACITY BATH TISSUE 2-PLY 36/1
36053	855001	101293 TORK SOFT XPRESS WHITE MULTIFOLD HAND TOWEL 16/189
36053	855104	26490 PACIFIC BLUE ULTRA WHITE ROLL TOWEL 6 X 1150
36053	855105	26495 PACIFIC BLUE ULTRA BROWN ROLL TOWEL 6X1150
36053	855108	59589 GP PACIFIC BLUE MANUAL ROLL TOWEL DISPENSER BLACK
36053	856004	5665GA COMBO C-FOLD MULTIFOLD BIGFOLD DISPENSER BLACK
36053	856066	290089 TORK ADVANCED MATIC ROLL TOWEL WHITE 6/700
36053	856166	5510282 TORK MATIC BLACK MANUAL ROLL TOWEL DISPENSER
36053	856170	12024402 TORK ADVANCED MINI JUMBO 2-PLY BATH TISSUE 12/751
36053	870114LBL	LABEL - WAXIE LIMELITE
36053	890050	SPRAY BOTTLE - 32 OZ
36053	890057	24 - 32 OZ FLIP TOP CAP
36053	910044	OVER THE SPILL PADS MEDIUM PACKS - 25/PK - 12 PK/CS
36053	910720	EMERGENCY CLEANUP KITS-5/8X
36053	930030	DIAMOND GUARD LVT SEALER & RESTORER GL 2/CS
36053	930244	WAXIE PURE REFLECTION FLOOR FINISH GL 4/CS
36053	931013	VECTRA FLOOR FINISH 5 GAL
36053	931441	SNAPBACK SPRAY BUFF 4X1 GAL
36053	931441LBL	SNAPBACK SPRAY BUFF LABEL



January 2nd, 2024

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

Re: Request for competitive bidding information regarding Distribution – Environmental Services.

Dear Ms. Bledsoe:

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

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

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

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



The above-described process was followed with respect to the Distribution – Environmental Services category. HealthTrust issued RFPs and received proposals from identified suppliers in the Distribution – Environmental Services category. A contract was executed with Staples Business and Network Services in October of 2023. I hope this satisfies your request. Please contact me with any additional questions.

Sincerely,

Craig Dabbs
Account Director, Member Services

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.
 - In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.
- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If YES, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)												
☐ Sole Proprietorship]Partnership	_	imited oility Company	☐ Corporation		☐ Trust		☐ Non-Profit Organization		☐ Other		
Business Designat	Business Designation Group (Please select all that apply)											
□ МВЕ	□ MBE □ WBE		SBE		☐ PBE			☐ VET		OVET	☐ 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 Cla	rk County Ne	evad	a Residents	Ε	mployed:			36				
Corporate/Busines (Include d.b.a., if a	-		WAXIE Enterprises, LLC WAXIE Sanitary Supply									
Street Address:	551104510)		-		ірріў		We	bsite: waxie.co	m			
Officer Address.			9353 Waxie Wa	ay_				T 1				
City, State and Zip	Code:	,	San Diego, CA 92123			POC Name: tracey Joyner tjoyner@waxie.com						
Telephone No:			858-292-8111				Fax	(No: 858-279-60	311			
Nevada Local Stree	et Address:					Website:						
(If different from al	oove)	27	77 Pilot Rd									
City, State and Zip	Code:	La	as Vegas, NV 98	119	9		Local Fax No: 702-545-9599					
Local Telephone N	0.						Loc	cal POC Name: Tra	асеу .	Joyner		
Local Telephone No:			702-263-0663			Email: tjoyner@waxie.com						
Full Name 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												
										ot required for Pub orations/Non-profit		
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 Yes		yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not										
sister, grandchil	sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)? Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)											
I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.												
Signature					Print Name							
Title					Date							

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DISCLOSURE OF RELATIONSHIP

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

	NAME OF 11110#		T 11540#			
NAME OF BUSINESS	NAME OF UMC* EMPLOYEE/OFFICIAL	RELATIONSHIP TO UMC*	UMC* EMPLOYEE'S/OFFICIAL'S			
OWNER/PRINCIPAL	AND JOB TITLE	EMPLOYEE/OFFICIAL	DEPARTMENT			
		,	,			
* UMC employee means an	employee of University Medica	al Center of Southern Nevada				
"Consanguinity" is a relations	ship by blood. "Affinity" is a re	lationship by marriage.				
"To the second degree of collows:	consanguinity" applies to the	candidate's first and second	degree of blood relatives as			
Spouse – Registered	d Domestic Partners – Childre	n – Parents – In-laws (first deg	ree)			
 Brothers/Sisters – Handler 	alf-Brothers/Half-Sisters – Gra	ndchildren – Grandparents – I	n-laws (second degree)			
 Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree) 						
For UMC Use Only:						
-	noted above, please complete the follo	owina:				
		_	articular agenda item?			
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 Representat	tive					

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA GOVERNING BOARD AGENDA ITEM

Issue:	Education – Ethics Training	Back-up:	
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #	

Recommendation:

That the Governing Board receive Ethics training from Ross E. Armstrong Esq., Executive Director of Nevada Commission on Ethics; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive Ethics Training from Ross E. Armstrong, Esq.

Cleared for Agenda February 28, 2024

Agenda Item#



ETHICS LAW BASICS

BOARDS AND COMMISSIONS



STAY ON THE PATH

"A public office is a public trust and shall be held for the sole benefit of the people"

NRS 281A.020



STATUTORY AND REGULATORY AUTHORITY

- Chapter 281A Nevada Revised Statutes Nevada Ethics Law
- Chapter 281A Nevada Administrative Code Ethics Regulations



THE NEVADA ETHICS COMMISSION

- 8-member Commission
- No more than 4 members of the same party
- No more than 4 members from the same county
- At least 4 former public officers or employees
- At least 2 licensed attorneys
- No current public officers / prohibition on being actively involved in political party or campaign

4



THREE MAJOR FUNCTIONS OF THE ETHICS COMMISSION

- I. Education and Outreach about Nevada's Ethics Law
- 2. Provide Advisory Opinions to public officers and employees about Nevada's Ethics Law
- 3. Receive and process Complaints alleging violations of Nevada's Ethics Law



WHO IS COVERED IN THE JURISDICTION OF THE ETHICS COMMISSION?



Nevada Ethics Law

- Public Officers (position in Nevada Constitution, Nevada Law, local government charter or ordinance, or listed in NRS 281A.182)
- Public Employees
- Some cases former public officers/employees

Not Nevada Ethics Law

- Private individuals
- Private business, companies, or organizations
- Public agencies as in "the agency violated the ethics law"
- Judges
- Federal Government Employees
- Volunteers
- Advisory Committees

WHAT TYPES OF CONDUCT FALLS UNDER THE JURISDICTION OF THE ETHICS COMMISSION?

Nevada Ethics Law

- Conduct within the last two years
- Conduct that is expressly prohibited by a statute found in NRS Chapter 281A

Not Nevada Ethics Law

- Conduct older than two years
- Allegations of harassment or other activity covered by Equal Employment Opportunity Commission or Nevada Equal Rights Commission
- Other employment related grievances
- Local or other agency ethics rules that are not found in NRS Chapter 281A

COMMITMENT IN A PRIVATE CAPACITY - NRS 281A.065



Spouse / Domestic Partner



Member of Household



3rd Degree of Consanguinity / Affinity



Employer



Substantial and Continuing Business Relationship



Substantially Similar

9





THE CASE OF JO-JO BEAR



IMPROPER BENEFIT – GOVERNMENT RESOURCES



I. Use of government position

2. Benefit

3. Benefit is for Self or to a Commitment in a Private Capacity or Result of Gift/Loan



IMPROPER BENEFIT - GIFTS





IMPROPER BENEFIT - GIFTS

- No gifts, services, favors, or engagements that "tend improperly to influence a reasonable person to depart from the faithful and impartial discharge of duties" NRS 281A.400(1)
- No salary or compensation from private source for performance of public duties NRS 281.400(4)

Different than financial disclosure requirements administered by the Secretary of State



IMPROPER BENEFIT – GOVERNMENT RESOURCES

- Economic opportunity using public position (NRS 281A.400(1))
- Unwarranted privileges, preferences, exemptions or advantages using position (NRS 281A.400(2))
- Negotiating a contract with self or for others with current agency (NRS 281A.400(3))
- Benefit to self or other using influence over a subordinate (NRS 281A.400(9))
- Honorarium for speaking (NRS 281A.510)
- Contract with government agencies prohibition (NRS 281A.430)





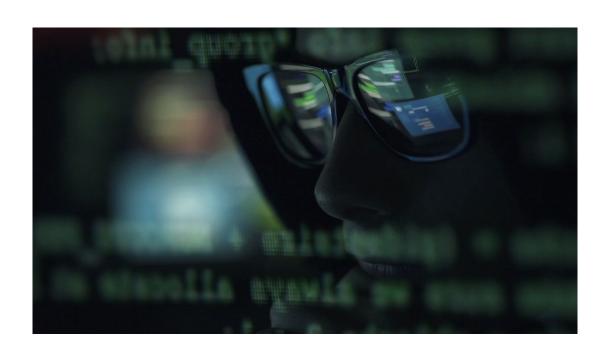
IMPROPER BENEFIT – GOVERNMENT RESOURCES



 Use of government time, property, equipment, or other facility to benefit a significant personal or pecuniary interest. NRS 281A.400(7)







- Use of non-public information to benefit self or others (NRS 281A.400(5))
- Suppression of government report to benefit self or others (NRS 281A.400(6))



DISCLOSURE & ABSTENTION

"Government ought to be outside and not inside... Everybody knows that corruption thrives in secret places, and avoids public places, and we believe it a fair presumption that secrecy means impropriety"

President Woodrow Wilson

DISCLOSURE & ABSTENTION

Before approving, voting, or acting on a matter when

- Gift or loan accepted
- Significant pecuniary interest
- Reasonably affected by commitment in private capacity
- Former lobbying

NRS 281A.420



QUALITY DISCLOSURE

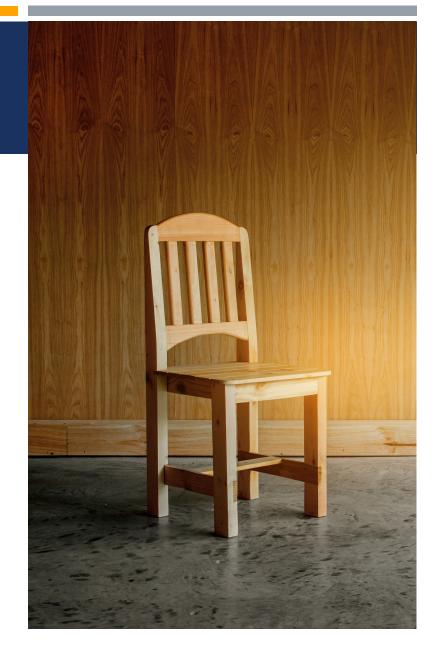
 "Sufficient to inform the public of the potential effect of the action or abstention upon the person or interest"

AND

"Made at the time the matter is considered"

DISCLOSURE & ABSTENTION

- A Public Officer shall not vote upon or advocate for the passage or failure of a matter
 - Independence of judgment of a reasonable person affected by
 - own pecuniary interest,
 - commitment in a private capacity,
 - gift or loan









Presumption in NRS 281A.420

- Favors participation
- Abstention required in clear cases where the public officer's situation is materially affected
- Presumed permissible if no greater benefit/detriment to officer than to anyone else affected by the matter

Case by Case Basis

Item by Item Basis

COMMISSION OF EMILE AND HIS

DISCLOSURE & ABSTENTION



Test Cases

- Licensing Board member
 - Friend from high school is before the board for disciplinary action
- Commission that sets fees
 - Uncle is someone who pays the fee, commission considering raising the fee
- Board Member employed by Company A
 - Company A is applying to the board for a decision on expanded service



COOLING OFF

COOLING OFF

- One-year cooling off period to seek or accept employment
 - Regulated business/industry (State Only)
 - Vendors of the agency
- Counseling or lobbying the agency

NRS 281.410 and .550



WHAT ACTION CAN THE ETHICS COMMISSION TAKE IN RESPONSE TO A VIOLATION

Nevada Ethics Law

- Monetary penalties
- Stipulated agreements to require education, practice changes, or mandate public apologies
- Issue Letter of Instruction or Caution
- Admonish or reprimands
- Refer to other appropriate authorities
- Petition for removal of the public officer

Not Nevada Ethics Law

- File an injunction to prevent a public officer from taking an action
- Any criminal sanctions or remedies including sentencing a person to jail or prison



4 TIPS FOR COMPLIANCE

- I. Maintain a list of individuals or entities to which you have a "commitment in a private capacity"
- 2. Review any agendas where you have action items beforehand to identify potential conflicts of interest
- 3. Consult with legal counsel who can search prior opinions
- 4. Request an advisory opinion









CONTACT INFO







Ross Armstrong, rarmstrong@ethics.nv.gov

Commission on Ethics, ncoe@ethics.nv.gov

Phone: 775-687-5469

Website: ethics.nv.gov

X: @ethics_nevada

LinkedIn: Nevada Commission on Ethics

Special thanks to Susan Willeke of the Ohio Ethics Commission for media clips

Issue:	Report from the Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February Governing Board Clinical Quality and Professional Affairs Committee meeting.

Cleared for Agenda February 28, 2024

Agenda Item#

Issue:	Report from the Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the special meeting held on February 26, 2024 of the Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda February 28, 2024

Agenda Item#

Issue:	Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

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

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 21, 2024 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda February 28, 2024

Issue:	Monthly Financial Report for January FY24 Update	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board receive an update on the monthly financial report for January FY24; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on January FY24 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

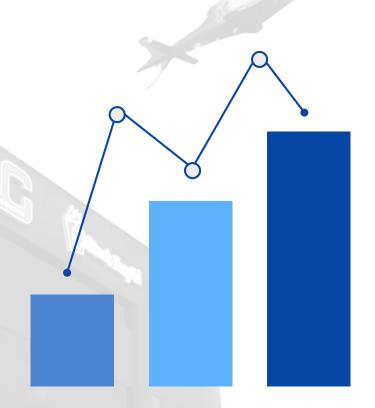
Cleared for Agenda February 28, 2024

Agenda Item #



January 2024 Financials

GB Meeting



KEY INDICATORSJAN



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,919	21,323	(2,404)	(11.27%)	20,213	(1,293)	(6.40%)
Total Admissions	1,838	2,133	(295)	(13.83%)	1,999	(161)	(8.05%)
Observation Cases	822	804	18	2.24%	804	18	2.24%
AADC (Hospital)	584	652	(68)	(10.43%)	624	(40)	(6.43%)
ALOS (Admits)	6.85	6.71	0.14	2.07%	7.12	(0.27)	(3.79%)
ALOS (Obs)	1.42	0.97	0.46	47.41%	0.97	0.46	47.41%
Hospital CMI	1.84	1.79	0.05	2.80%	1.79	0.06	2.80%
Medicare CMI	2.05	1.89	0.16	8.47%	1.89	-	8.47%
IP Surgery Cases	768	841	(73)	(8.73%)	742	26	3.50%
OP Surgery Cases	604	429	175	40.87%	376	228	60.64%
Transplants	11	16	(5)	(31.25%)	16	(5)	(31.25%)
Total ER Visits	9,035	9,270	(235)	(2.54%)	8,991	44	0.49%
ED to Admission	12.02%	-	-	-	11.36%	0.66%	-
ED to Observation	11.28%	-	-	-	11.10%	0.18%	-
ED to Adm/Obs	23.30%	-	-	-	22.46%	0.84%	-
Quick Cares	20,703	19,462	1,241	6.38%	18,744	1,960	10.45%
Primary Care	7,476	9,248	(1,772)	(19.16%)	6,842	634	9.27%
UMC Telehealth - QC	718	559	159	28.40%	526	192	36.50%
OP Ortho Clinic	2,032	2,557	(525)	(20.52%)	1431	601	42.00%
Deliveries	120	138	(18)	(13.28%)	137	(17)	(12.41%) Pag

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46 of 8

SUMMARY INCOME STATEMENTAN



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$89,846,140	\$81,688,979	\$8,157,161	9.99%	
Net Patient Revenue as a % of Gross	20.87%	18.04%	2.83%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$81,291,733	\$79,479,726	(\$1,812,007)	(2.28%)	
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$8,554,407	\$2,209,253	\$6,345,154	287.21%	
Add back: Depr & Amort.	\$4,382,415	\$3,233,915	(\$1,148,500)	(35.51%)	
Add back: Depr & Amort. Tot Inc from Ops plus Depr & Amort.	\$4,382,415 \$12,936,822	\$3,233,915 \$5,443,168	(\$1,148,500) \$7,493,654		•

SUMMARY INCOME STATEMENTO JAN



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$557,901,497	\$571,573,846	(\$13,672,349)	(2.39%)	
Net Patient Revenue as a % of Gross	19.06%	17.65%	1.41%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$548,160,269	\$560,662,672	\$12,502,403	2.23%	
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$9,741,228	\$10,911,174	(\$1,169,946)	(10.72%)	
Add back: Depr & Amort.	\$27,439,096	\$23,591,492	(\$3,847,604)	(16.31%)	
Tot Inc from Ops plus Depr & Amort.	\$37,180,323	\$34,502,666	\$2,677,658	7.76%	
Operating Margin (w/Depr & Amort.)	6.66%	6.04%	0.63%		

SALARY & BENEFIT EXPENSEAN



	Actual	Budget	Variance	% Variance	
Salaries	\$32,020,582	\$31,715,489	(\$305,093)	(0.96%)	
Benefits	\$14,933,987	\$15,402,214	\$468,227	3.04%	
Overtime	\$1,091,127	\$1,742,655	\$651,528	37.39%	
Contract Labor	\$2,066,758	\$957,385	(\$1,109,373)	(115.88%)	
TOTAL	\$50,112,453	\$49,817,743	(\$294,710)	(0.59%)	

EXPENSES JAN



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,713,606	\$3,067,903	\$354,296	11.55%	
Supplies	\$14,325,318	\$13,949,268	(\$376,050)	(2.70%)	
Purchased Services	\$7,460,492	\$6,388,086	(\$1,072,406)	(16.79%)	
Depreciation	\$2,569,738	\$2,364,147	(\$205,591)	(8.70%)	•
Amortization	\$1,812,677	\$869,768	(\$942,909)	(108.41%)	
Repairs & Maintenance	\$503,920	\$1,007,662	\$503,742	49.99%	
Utilities	\$590,093	\$595,163	\$5,070	0.85%	
Other Expenses	\$1,067,098	\$1,177,858	\$110,760	9.40%	
Rental	\$136,338	\$242,127	\$105,790	43.69%	
Total Other Expenses	\$31,179,280	\$29,661,983	(\$1,517,297)	(5.12%)	•

Issue:	Kirk Kerkorian School of Medicine Dean's Update	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda February 28, 2024

Agenda Item#

Petitioner: Mason Van Houweling, Chief Executive Officer Clerk Ref. #	Issue:	CEO Update	Back-up:
	Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #

Recommendation:

That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

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

Cleared for Agenda February 28, 2024

Agenda Item#

31

Issue:	Emerging Issues	Back-up:	
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. #	
Recommendation:			

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

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda February 28, 2024

Agenda Item#