



UMC Governing Board Meeting

Wednesday, March 27, 2024 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
March 27, 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, March 27, 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 February 28, 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 March 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on March 26, 2024; or take action as deemed appropriate. *(For possible action)*
5. Approve the revisions to the Physician and Non-Physician Provider Traditional Compensation Plan; or take action as deemed appropriate. *(For possible action)*
6. Ratify the Consulting Provider Agreement with Health Plan of Nevada, Inc., for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the In-Hospital Services Agreement with Fresenius Kidney Care of Nevada, LLC for hospital dialysis services; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Agreement for Breach Response Services with IDX, a Zerofox Company; authorize the Chief Executive Officer to execute amendments or extension options; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Agreement with ROI-IT, LLC for Sophos Endpoint Security services; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Retail Pharmacy Consulting and Management Agreement with Cardinal Health Pharmacy Services, LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Fourth Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); authorize the Chief Executive Officer to execute any future Amendments within his yearly delegation of authority; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the First Amendment to the Master Services Agreement with EV&A Architects for Architectural Design and Documents Service; or take action as deemed appropriate. *(For possible action)*
13. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the revisions to the Critical Labor Shortage Resolution in accordance to NRS 286.523, for University Medical Center of Southern Nevada to employ retired public employees to fill positions for which there is a critical labor shortage; or take action as deemed appropriate. *(For possible action)*
14. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Three to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

15. Receive an educational update from Dr. Kate Martin, Associate Dean for Graduate Medical Education & Designated Institutional Official (DIO) regarding the Graduate Medical Education Program at the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
16. Review and discuss the Governing Board 2024 Action Plan, to include an informational overview of the GME program from Shana Tello, Academic and External Affairs Administrator; and take any action deemed appropriate. *(For possible action)*
17. Receive an update from Daniel Rosales, Retail Manager with Compass Group - Morrison, regarding food services at UMC; and take any action deemed appropriate. *(For possible action)*
18. 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)*
19. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
20. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
21. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
22. Receive the monthly financial report for February FY24; and take any action deemed appropriate. *(For possible action)*
23. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
24. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

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

SECTION 5: CLOSED SESSION

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

COMMENTS BY THE GENERAL PUBLIC

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

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

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

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

**University Medical Center of Southern Nevada
Governing Board Meeting
February 28, 2024**

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, February 28, 2024
2:00 PM.

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

CALL TO ORDER

Board Members:

Present:

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

Ex-Officio Members:

Present:

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

Absent:

Bill Noonan, Ex-Officio (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Susan Pitz, General Counsel
Stephanie Ceccarelli, Governing Board Secretary
Liz Bassett, Assistant General - Counsel Nevada Commission on Ethics

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 January 31, 2024. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

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

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

Ms. Pitz noted a change to agenda Item No. 25, stating that Liz Bassett, Associate General Counsel of the Nevada Commission on Ethics, would be presenting the Ethics Training due to a scheduling conflict with Ross Armstrong, which occurred after the agenda was posted.

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

ITEM NO. 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; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- February Credentialing Activities

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Policies and Procedures

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Contract Evaluations

ITEM NO. 7 Approve 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)*

DOCUMENT(S) SUBMITTED:

- Medical Staff Bylaws

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- CEO Employment Agreement

ITEM NO. 9 Ratify the new Remote Work Policy; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Remote Work Policy

ITEM NO. 10 Approve the HR Procedure for Disciplinary Hearing Process; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Disciplinary Hearing Process Policy

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Various Policies and Procedures

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Amendment One
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Service Agreement
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- 2023-08 FMLA Service Agreement
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- ITB 2023-15 Southern Highlands Notification of Intent to Award
- ITB 2023-15 Southern Highlands PC/QC Expansion Agreement
- Disclosure of Ownership

ITEM NO. 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)*

DOCUMENT(S) SUBMITTED:

- Master Services Agreement
- Disclosure of Ownership

- ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:

- Quote – Redacted
- Disclosure of Ownership

- ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:

- Agreement
- Disclosure of Ownership

- ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement
- Disclosure of Ownership

- ITEM NO. 20 Approve the report on the emergency repairs of a chilled water line repair; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Chilled Waterline Repair Report

- ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:

- Agreement – Redacted
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 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)***

DOCUMENT(S) SUBMITTED:

- Service Order
- Disclosure of Ownership

ITEM NO. 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)

DOCUMENT(S) SUBMITTED:

- Addendum – Redacted
- Ordering Document #1 – Placement Equipment Plum 360– Redacted
- Ordering Document #2 – Purchase Summary of CADD - Redacted
- CJT Placed Equipment Agreement - Redacted
- CJT Purchaser Agreement – Redacted
- 1351 HPG Statement of Work – Exhibit L - Redacted
- 1351 Customer Letter – Update Installed Base
- 1119 HPG Information Security Exhibit - Redacted
- IV Catheters Blood Collection Sourcing Letter
- IV Infusion Sourcing Letter
- ICU Medical Sales Sourcing Letter
- Disclosure of Ownership – ICU Medical
- Disclosure of Ownership – Smiths
- Business Associate Agreement

ITEM NO. 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)

DOCUMENT(S) SUBMITTED:

- Service Agreement
- Sourcing Letter
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Mackay that Consent Items 4-24 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 25 Receive Ethics training from Liz Bassett, Associate General Counsel, of Nevada Commission on Ethics; and take any action deemed appropriate. (For possible action)

Due to technical difficulties, Item 25 was tabled to be heard later during the meeting.

ITEM NO. 26 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Mackay provided a report on the meeting held on Monday, February 5, 2023 at 2:03 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The Committee approved the Policies and Procedures and Medical Staff Bylaws, which were approved as a part of today's consent agenda.

Deb Fox provided an update on the status of Pathways to Excellence and the Magnet programs, as well as professional practice and operational updates. Nurses' week is scheduled for May 6-12, 2024. Pathway to Excellence re-designation is due toward the end of 2024. The application and document submission for Magnet will be in 2025. A site visit is also expected at the end of 2025.

Jeff Castillo provided updates on the HCAHPS and CCAHPS programs. Improvements in both categories were discussed. Actions in the ICARE4U program were also reviewed.

Lastly, an update was received on the Quality, Safety and Regulatory program for the 3rd quarter of 2023. All safety reports were reported within the appropriate State time frames and corrective actions were taken. All grievances were reviewed and approved and appropriate recommendations.

There were no emerging issues discussed and after last call for public comment, the meeting was adjourned.

FINAL ACTION:

None

ITEM NO. 27 Receive a report from the Governing Board Human Resource 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 special meeting held on Monday, February 26, 2023 at 11:30 a.m. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

The Committee discussed the 5th Amendment to the CEO employment agreement, which will extend the agreement to 2028. The amendment was

approved by the committee and was approved as a part of today's consent agenda.

Next, the Committee discussed the new remote work policy, which has not yet been implemented, but is in place if needed in the future. Next, there was a discussion regarding changes to policies related to disciplinary procedures for non-bargain employees. Lastly, the Committee reviewed minor changes that were made to various policies and procedures related to administrative leave days and compensation plans for employed physicians. All items were approved as a part of today's consent agenda.

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

FINAL ACTION:

None

ITEM NO. 28 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, February 21, 2023 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

Quarterly audit and project reports were received on the ReVITALize project. There were no findings reported in the expenditure audit report from Nate Strohl. Shana Tello provided a status report of the project to date. It was noted that the project is on time and in some areas ahead of budget. At this time it is 42% complete.

The Committee received a report regarding financial results from January FY24 and year-to-date financials, which included a review of trended stats and data. Supplemental payments received during the month contributed to good financial results for the month. Key financial indicators 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. 25 Receive the monthly financial report for January FY24; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

January FY24 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for January 2024.

Admissions were 14% below budget for the month. AADC dropped slightly to 584. Average length of stay increased, 2% over budget. Overall acuity was 1.84 and Medicare CMI was 2.05. Inpatient surgeries were down 9%. Outpatient surgeries were 41% above budget. There were 11 transplant cases. ER visits were down slightly 2.5%. Approximately 23.3% of patients were admitted. Quick cares were up 6% above budget and primary cares were 19% below budget. Telehealth had 718 visits for the month. Orthopedic clinic volumes were 20.5% below budget. Deliveries were 13% below budget. There was continued discussion regarding the ortho clinic volumes.

The income statement for the month showed net revenue above budget \$8.2 million, the key driver being the supplemental payments received. Operating expenses were \$1.8 million above budget, due to challenges with radiology. Total income from operations was \$13 million on a budget of \$5.5 million. Ms. Wakem next reviewed the January year to date statistics, which were ahead of budget.

Salaries, wages and benefits were slightly over budget 1.1%; staff has been doing well managing overtime. All other expenses were reviewed. We were \$1.5 million over budget in supplies due to purchase services.

FINAL ACTION:

None

At this time, the Board returned to hear Agenda Item 25, the Ethics presentation by Liz Bassett.

ITEM NO. 25 Receive Ethics training from Liz Bassett, Associate General Counsel, of Nevada Commission on Ethics; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Liz Bassett provided of the Nevada Commission on Ethics, provided an ethics overview, which included training on statutory and regulatory authority:

- Chapter 281A Nevada Revised Statutes – Nevada Ethics Law

- Chapter 281A Nevada Administrative Code – Ethics Regulations

The Commission consists of 8 members. Three major functions of the ethics commission are to provide education and outreach, provide advisory opinions to public officers and employees and to receive and process complaints alleging violations of Nevada's Ethics Law.

Ms. Bassett next reviewed key ethics terms and provided examples of what is and what is not Nevada Ethics Law as it relates to who is covered in the jurisdiction of the Ethics Commission and what types of conduct falls under the jurisdiction of the Ethics Commission, as well as what action the Ethics Commission can take in response to a violation.

Three ethics categories discussed include improper benefits, disclosure and abstention and cooling off.

1. Improper benefits prohibits public officers and employees from using a government position to benefit self or to make a commitment in a private capacity or to receive a gift or loan.
2. Disclosure is required and must be sufficient to inform the public and must be made at the time the matter is considered and every time a matter comes before the board or department. Abstention means a public officer shall not vote or advocate passage of failure of a matter to which they have a relationship. Examples were provided.
3. Cooling off applies when one is leaving a public agency. There is a one year cooling off period prior to seeking or accepting employment or counseling or lobbying the agency.

Four tips for compliance include:

1. 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

Lastly, direction was given regarding the ethics processes and tips on how to remain in compliance.

FINAL ACTION:

None

ITEM NO. 30 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:

Dean Kahn introduced Marianna Sarmiento to the team at UNLV.

March 15th is Match day for the school for Residents.

Dean Kahn next provided highlights from the UMC/UNLV visit to Renown Hospital and UNR in Reno. There were a number of items discussed, including cooperation in cancer care and the priority of receiving GME slots.

Mr. Van Houweling agreed that the trip was a good use of time and discussion to expand GME was very good.

FINAL ACTION:

None

ITEM NO. 31 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 – Five interventional radiologist are now employed, as well as three diagnostic radiologists.
- Trauma Resus update – Work will be completed in March
- ReVITALize update – The project is on budget and ahead of schedule.
- OR Scheduling, length of stay improvements were discussed.
- Association of American Medical Colleges membership – This provides support and networking opportunities and more advocacy for GME, medical research and education.
- Southern Highlands expansion
- Vegas, INC Healthcare Headliners –
 - Shana Tello recognized – Congratulations!
- Becker's Hospital Review
 - Tony Marinello "Academic Medical Center COOs to Know" Congratulations!

Lastly, Mr. Van Houweling highlighted items in the community brochure, including the car show, CEO town halls, as well as other events in the community.

Artificial intelligence and value-based payments are items that will be presented at a later meeting.

Mr. Van Houweling read a letter regarding a patient experience. There were many staff members that were recognized.

Dean Kahn commented that he is happy that UMC is working with UNLV as a colleague at the Association of American Medical Colleges.

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

ITEM NO. 32 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. (*For possible action*)

DISCUSSION:

Appoint Bill Noonan, Ex- Officio as a non-voting member of the Clinical Quality and Professional Affairs Committee and the Human Resources and Executive Compensation Committee.

Epic progress updates.

Governing Board action plan items will be presented beginning next month.

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called.

Speaker: Blain Massey – 3rd year Resident – Department of Internal Medicine

Advocate on behalf of residents for an increase in resident salary. He commented that the resident salaries are below the 25th percentile for resident salaries in the western region in other programs. He would like this to reach the 25th percentile and would like this discussion to be added to a future agenda.

Speaker: Dr. Najima Mwase, Chief Resident, Pediatric Residency –

Expressed her agreement with the previous comments. An increase in resident salaries has been long coming due to the cost of living increases. She stated that residents work very hard on the pediatric side, are there day and night in multiple departments, as well as working at two different hospitals. They tend to get stretched thin and she wants to make sure that the cost of living and the work that is put in is reflected in their salaries. She wants to make sure that this is an important item that is added to a future agenda.

Speaker: Harasi Guerra – Chief Resident – Department of Family Medicine at Kirk Kerkorian School of Medicine -

He expressed his support for his department and supports increase for resident salaries. A recent NPR report regarding the rising cost of rent for those in Las Vegas. Cost of living to afford rent per year is approximately \$69K, which most

residents sit below. He hopes this is a discussion that can be discussed in the future.

Speaker: Emily Shaffer – Physician and 3rd year Resident – Department of Gynecology and Obstetrics

Attests that residents are not able to afford the rising cost of living in Las Vegas for rent, food, transportation. Without additional income for emergency needs, this is often put on credit cards to get by. She expressed difficulty in finding additional work to supplement income, due to working 80 hours a week. Many applicants in the cycle for residency commented on this being one of the lowest paid programs, making it difficult to address questions regarding cost of living. The average cost of rent necessitates an income of approximately \$69.8K per year, whereas she makes less than this amount. If the 25th percentile, a 4th year resident would make approximately \$70K. She looks forward to a discussion on a future agenda.

Speaker: Pakhdikian – 2nd year Psychiatry Resident

Agrees with colleagues regarding this topic of discussion.

Speaker: Julianne Shih –

Reiterated what was commented on before, adding that during the course of interviews, the subject of the weakness of salaries in the program comes up and she is hopeful that improvement on this will help recruitment of excellent candidates and excellent minds to Las Vegas.

Speaker: Dr. Lamberts Swainston – Class Rep for PGY2 Class in Internal Medicine

She has heard stories from some of the residents and a shared story of the resident struggles. She commented that there needs to be support for the residents. Please add this item to the agenda.

Speaker: Dr. Jenna Sutton – 2nd Year Internal Medicine Resident

Reiterated the sentiments of the other public comments. They work really hard supporting people during their darkest times. It is difficult when they are stressed about money. She provided a personal story of her own financial struggles in affording food and paying bills. She added that this is dehumanizing. During the interview season, there are obvious detriments in the program that she shares. Overall if we want to invest in the community and the residents, they need to be paid well in this community.

Speaker: Dr. Wahi-Gururha – Professor of Medicine at the School of Medicine – Internal Medicine Physician and in medical education for over 20 years.

She expressed that residents graduate with significant debt, over \$250K in debt on average. They are asked to see patients on a limited salary. Financial wellbeing is important to their success, as it impacts physician burnout as well.

We would like to keep the graduates in the community, and not feel as if they are in a community where they are not supported. She supports the residents' request to have this item on a future agenda.

Chair O'Reilly thanked all for their comments and this issue will be addressed by UMC and by the School of Medicine.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 3:41 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 March 26, 2024; and take action as deemed appropriate. (For possible action)

FISCAL IMPACT:

None

BACKGROUND:

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

This action grants practitioners and Advanced Practice Professionals the authority to render care within UMC.

At the March 21, 2024 meeting, these activities were reviewed by the Credentials Committee and recommended for approval to the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the

Cleared for Agenda
March 27, 2024

Agenda Item #

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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD

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March 27, 2024

Date: March 27, 2024
To: Governing Board
From: Credentials Committee
Subject: March 21, 2024 Credentialing Activities

I. NEW BUSINESS

- A. EMERGENCY MEDICINE DEPARTMENT MEMO** – Nitrous Oxide Sedation Privileges & Criteria - **pp. 9-16**
- B. SURGERY DEPARTMENT MEMO** – Delineation of Privileges Revisions - **pp. 17-21**
- C. RADIOLOGY DEPARTMENT MEMO** – Radiology Delineation of Privileges Revisions – **pp. 22-31**
- D. OB/GYN DEPARTMENT MEMO** – **pp. 32-44**

II. CREDENTIALS ACTIVITIES

A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES

1	Andres	Divina	APRN	04/01/2024- 04/30/2025	Ambulatory Care	UMC-Rancho Quick Care	Category 1
2	Bonnaig	Jean Victor	MD	12/13/2023- 09/30/2025	Radiology	Medicus Healthcare Solutions	Category 1
3	Brinkerhoff	Jared	DO	03/21/2024- 11/30/2025	Anesthesia	Office of Military Medicine	Category 1
4	Eid	Kareem	MD	03/21/2024- 08/31/2025	Surgery/Transplant	UMC Center for Transplantation	Category 1
5	George	Noble	MD	01/26/2024-02/28/2026	Radiology	Medicus Healthcare Solutions	Category 1
6	Ghaffarian	Amir	MD	03/20/2024- 07/31/2025	Surgery / CVT	Vegas Vascular Specialists	Category 1
7	Gonzalez-Longaria	Abel	MD	03/21/2024- 08/31/2025	Pathology	Laboratory Medicine Consultants	Category 1
8	Gunny	Dallas	PAC	03/21/2024- 11/30/2025	Adult Emergency	Sound Physicians	Category 1
9	Hall	Danny	MD	12/08/2023- 08/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
10	Higgins	Kaitlyn	PAC	03/21/2024- 08/31/2025	Adult Emergency	Sound Physicians	Category 1
11	Holmes	Madison	APRN	03/21/2024- 03/31/2025	Ambulatory Care	UMC-Summerlin Quick Care	Category 1
12	Mitchell	Blaine	MD	03/27/2024- 11/30/2025	Radiology	Medicus Healthcare Solutions	Category 2
13	Morehouse	Kristopher	DO	03/21/2024- 08/31/2025	Family Medicine	Office of Military Medicine	Category 1
14	Ochoco	Mario	APRN	03/21/2024- 03/31/2025	Family Medicine	Platinum Hospitalists, LLP	Category 1
15	Pakdaman	Michael	MD	03/27/2024- 10/31/2025	Radiology	Medicus Healthcare Solutions	Category 2
16	Palone	Tina	APRN	03/21/2024- 11/30/2025	Internal Medicine	Sound Physicians	Category 1
17	Ramirez	Jennifer	APRN	03/21/2024-01/31/2026	General Surgery	UNLV Health	Category 1
18	Sen-Gupta	Indranil	MD	03/21/2024-12/31/2025	Medicine	Neuromonitoring Associates LLC	Category 1
19	Tew	Joshua	MD	03/21/2024-12/31/2025	Radiology	Medicus Healthcare Solutions	Category 1
20	Zapawa	Jeffrey	MD	01/05/2024- 03/31/2025	Radiology	Medicus Healthcare Solutions	Category 1

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B. REAPPOINTMENTS TO STAFF

1	Bancroft	Nicholas	CRNA	05/01/2024-04/30/2026	Anesthesiology	APP Dependent Privileges	Office of Military Medicine
2	Bassewitz	Hugh	MD	05/01/2024-04/30/2026	Orthopedic Surgery	Affiliate Membership and Privileges	Desert Orthopedic Center
3	Berry	Keith	MD	05/01/2024-04/30/2026	Surgery/General & Trauma Surgery	Affiliate Membership and Privileges	UNLV Surgery
4	Bharucha	Prashant	MD	05/01/2024-04/30/2026	Medicine/Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
5	Davis	Patrick	PAC	05/01/2024-04/30/2026	Neurosurgery		APP Dependent Privileges
6	Fakhra	Sadaf	DO	05/01/2024-04/30/2026	Medicine/Internal Medicine	Affiliate Initial FPPE Membership and Privileges	UNLV Medicine
7	Farabi	Alireza	MD	05/01/2024-04/30/2026	Medicine/Infectious Disease	Active Membership and Privileges	UMC-Wellness Center
8	Free	Leanne	MD	05/01/2024-04/30/2025	Obstetrics and Gynecology	Affiliate Membership and Privileges	UNLV Medicine
9	Giacobbe	Lauren	MD	05/01/2024-04/30/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
10	Goloshchapov	Denys	MD	05/01/2024-04/30/2025	Anesthesiology	Affiliate Membership and Privileges	UMC Anesthesia
11	Guimond	Paula	APRN	05/01/2024-04/30/2026	Ambulatory Care	APP Independent Membership & Privileges	Optum Home Assessments Program
12	Hakki	Naser	MD	05/01/2024-04/30/2026	Ambulatory Care	Active Membership & Privileges	UMC Primary Care at the Medical District
13	Huang	Wilson	MD	05/01/2024-04/30/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	High Risk Pregnancy Center
14	Jilani	Jawad	DO	05/01/2024-04/30/2026	Medicine/Gastroenterology	Affiliate Membership and Privileges	Digestive Associates
15	Jordan	Michelle	DO	05/01/2024-04/30/2026	Ambulatory Care	Active Membership & Privileges	UMC-Enterprise Quick Care
16	Kennedy	William	MD	05/01/2024-04/30/2026	Medicine/Nephrology	Affiliate Initial FPPE Membership and Privileges	Kidney Specialists of Southern NV
17	Khan	Shahabuddin	MD	05/01/2024-04/30/2026	Medicine/Cardiology	Active Membership and Privileges	Nevada Heart & Vascular Center
18	Khine-Stickler	Mary	MD	05/01/2024-04/30/2026	Obstetrics and Gynecology	Affiliate Initial FPPE Membership and Privileges	Desert Perinatal Associates
19	Matsuura	Jaclyn	DO	05/01/2024-04/30/2025	Emergency Medicine /Adult & Trauma Emergency Medicine	Active Membership and Privileges	Sound Physicians-Emergency Medicine
20	Monroe	Michael	MD	05/01/2024-04/30/2026	Orthopedic Surgery & Trauma Ortho Surgery	Affiliate Membership and Privileges	Orthopedic Specialists of NV
21	Moseley	Daniel	MD	05/01/2024-04/30/2025	Anesthesiology	Affiliate Initial FPPE Membership and Privileges	Office of Military Medicine
22	Nandikanti	Deepak	MD	05/01/2024-04/30/2026	Medicine/Nephrology	Active Membership and Privileges	Kidney Specialists of So NV
23	Nasiak	Michael	MD	05/01/2024-04/30/2026	Ambulatory Care	Active Membership & Privileges	UMC-Nellis Primary Care
24	Ng	Matthew	MD	05/01/2024-04/30/2026	Surgery/Otolaryngology	Affiliate Membership and Privileges	UNLV Surgery
25	Olson	Carrie	CRNA	05/01/2024-04/30/2026	Anesthesiology	APP Dependent Privileges	Office of Military Medicine
26	Preddy	James	DO	05/01/2024-04/30/2026	Emergency Medicine/ Adult // Trauma Emergency	Active Membership and Privileges	Sound Physicians-Emergency Medicine

27	Schanda	Taylor	MD	05/01/2024-04/30/2026	Surgery/General & Trauma Surgery	Affiliate Membership and Privileges	Office of Military Medicine
28	Takieddine	Marwan	MD	05/01/2024-04/30/2026	Medicine/Nephrology	Affiliate Membership and Privileges	NKDHC, PLLC
29	Wilstead	Steve	CRN A	05/01/2024-04/30/2026	Anesthesiology	APP Initial FPPE Privileges	UMC Anesthesia
30	Yacoub	Mais	MD	05/01/2024-04/30/2026	Pediatrics/ Pediatric Critical Care	Active Membership and Privileges	LV Pediatric Critical Care
31	Yang	Nancy	CRN A	05/01/2024-04/30/2026	Anesthesiology	APP Dependent Privileges	UMC Anesthesia
32	Yu	Chaoran	DO	05/01/2024-04/30/2026	Ambulatory Care	Active Membership & Privileges	UMC-Spring Valley Primary Care

C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT

1	Berry	Keith	MD	05/01/2024-04/30/2026	Surgery/General & Trauma Surgery	Withdraw: Moderate Sedation / Trauma Add: Amputations / General Surgery
2	Hakki	Naser	MD	05/01/2024-04/30/2026	Ambulatory Care	Add: Ambulatory Care Withdraw: Internal Medicine
3	Khan	Shahabuddin	MD	05/01/2024-04/30/2026	Medicine/ Cardiology	Add: Percutaneous Transluminal Angioplasty Placement (PTA-Peripheral/Atherectomy/Thrombectomy); Percutaneous Coronary Artherectomy
5	Khine-Stickler	Mary	MD	05/01/2024-04/30/2026	Obstetrics & Gynecology	New Privileges: Abdominal; Vaginal
4	Nandikanti	Deepak	MD	05/01/2024-04/30/2026	Medicine/ Nephrology	Add: Telemedicine

D. MODIFICATION OF PRIVILEGES

1	Davies	Emily	DO	Pediatric Critical Care	Add: Nitrous Oxide Sedation
2	Kalla	Sunil	MD	Medicine/ Cardiology	Withdraw: Interventional Cardiology; Peripheral Angiography & Intervention; Percutaneous Coronary Artherectomy - Failure to complete FPPE
3	Lee	Herman	DO	Emergency Medicine & Trauma Emergency	Add: Trauma Emergency Medicine
4	Patel	Dimal	MD	Medicine/ Internal Medicine	Withdraw: Cardioversion-Emergent
5	Pearce	Rexford	MD	Anesthesiology	Add: Open Heart Anesthesia; Transesophageal Echocardiography
6	Saqueton	Consolacion	MD	Pediatrics/Critical Care	Add: Nitrous Oxide Sedation
7	Velez	Chiara	MD	Pediatric Critical Care	Add: Nitrous Oxide Sedation
8	Weismiller	David	MD	Family Medicine	Withdraw Critical care medicine failure to Complete FPPE
9	Zahalka	Charles	MD	Anesthesiology & Trauma Anesthesia	Withdraw: Trauma Privileges

E. EXTENSION OF INITIAL FPPE

1	Ahmadian	Moni	DMD	Surgery/Oral Max	Extend Initial FPPE through September 19, 2024 due to no cases
2	Andreasen	Lance	PAC	Medicine/Internal Medicine	Extend Initial FPPE through September 19, 2024 due to no cases
3	Chen	Alice	DMD	Surgery/Oral Max	Extend Initial FPPE through September 19, 2024 due to no cases
4	Dekker	Preston	DDS	Surgery/Oral Max	Extend Initial FPPE through September 19, 2024 due to no cases
5	Devroy	Rahul	MD	Medicine/Internal Medicine	Extend Initial FPPE through September 19, 2024 due to no cases
6	Gershman	Eric	MD	Medicine/Hematology/ Oncology	Extend Initial FPPE through September 19, 2024 due to no cases
7	Herzog	Leah	MD	Orthopedic Surgery & Hand Surgery	Extend Initial FPPE through September 19, 2024 due to no cases
8	Luh	Eddy	MD	Surgery/Vascular	Extend Initial FPPE through September 19, 2024 due to no cases
9	Palmquist	Maria	MD	Obstetrics and Gynecology	Extend Initial FPPE through September 19, 2024 due to no cases
10	Poling	James	DO	Surgery/General Surgery	Extend Initial FPPE through September 19, 2024 due to no cases
11	Rampersaud	Edward	MD	Surgery/Urology	Extend Initial FPPE through September 19, 2024 due to no cases
12	Thein	Kyaw	MD	Medicine/Hematology/ Oncology	Extend Initial FPPE through September 19, 2024 due to no cases
13	Vest	Maxwell	MD	Surgery/Plastic Surgery & Hand Surgery	Extend Initial FPPE through September 19, 2024 due to no cases

F. EXTENSION OF FPPE FOR NEW DEPARMENT/PRIVILEGES

1	Assad	Sameh	MD	Anesthesiology & Trauma Anesthesia	New Privilege - Extend FPPE for Trauma Privileges through September 19, 2024
2	Bubb	Chard	MD	Medicine/Endocrinology/ Metabolic Diseases	New Privilege - Extend FPPE for Endocrinology through September 19, 2024
3	Casey	Jessica	MD	Surgery/Urology	New Privilege - Extend FPPE for Advanced Female Urology through September 19, 2024
4	Goloshchapov	Denys	MD	Anesthesiology	New Privilege - Extend FPPE for Specialized Pain Management, Specialized Blocks and Specialized Procedures privileges through September 19, 2024
5	Lorentz	Catherine	APRN	Surgery/General Surgery & Urology	New Privilege - Extend FPPE for Urology through September 19, 2024
6	McKee	Michael	MD	Surgery / CVT	Extend FPPE for Trauma Privileges through September 19, 2024 due to pending peer review results from the Valley Health System

G. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE

1	Acquafredda	Joseph	CRNA	Anesthesiology	Release from APP Initial FPPE Privileges to APP Dependent Privileges
2	Arganoza-Priess	Maria	DO	Ambulatory Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
3	Barangan	Michelle	PAC	Medicine / Internal Medicine	Completion of FPPE for New Privilege: IV, Schedule II-V Medications

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4	Chen	Christian	MD	Surgery / General Surgery	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges -
5	Colletta	Kassandra	MD	Obstetrics and Gynecology	Completion of FPPE for New Privilege: Category I Obstetric; Category I Gynecologic; Category II Obstetric; Category II Gynecological
6	Dahlberg	Kimberly	PAC	Neurosurgery	Release from APP initial FPPE to APP Dependent Membership and Privileges
7	Do	Christopher	DO	Medicine / Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
8	Eisenmann	Ulrike	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
9	Frari	Ian	MD	Medicine / Infectious Disease	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
10	Gatynya	Pavel	MD	Anesthesiology & Trauma Anesthesia	Completion of FPPE for Trauma Privileges
11	Greenhalgh	Angela	APRN	Orthopedic Surgery	Release from APP Initial FPPE Privileges to APP Dependent Privileges
12	Homer	Lance	MD	Surgery / General Surgery	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
13	Hsu	Andrew	MD	Medicine/ Physical Medicine/ Rehabilitation	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
14	Lee	Ki Buom	MD	Medicine / Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
15	Leos	Sammy	PAC	Surgery / General Surgery	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
16	Massey	Bentley	MD	Surgery / General Surgery	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
17	Mitchell	Thomas	MD	Surgery / Gen. Surgery / Trauma Burn & Trauma Critical Care	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges -
18	Palmer	Angela	MD	Neurosurgery	Affiliate with Membership and Privileges to Active with Membership and Privileges
19	Pietryga	Janel	MD	Orthopedic Surgery & Trauma Ortho Surgery	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
20	Ricana	Byron	APRN	Medicine / Internal Medicine	Release from APP Initial FPPE to APP Independent Membership and Privileges
21	San Luis	Jasmin Tuazon	APRN	Medicine / Internal Medicine	Release from APP Initial FPPE to APP Independent Membership and Privileges
22	Slocum	Joshua	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
23	Tomlinson	Richard	MD	Medicine / Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
24	Waldman	Jason	MD	Medicine / Internal Medicine	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges
25	Welljams-Dorof	Michael	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
26	Willis	Jennifer	PA	Ambulatory Care	Completion of FPPE for New Department/Privileges: Ambulatory Care
27	Winn	Kitzy	APRN	Surgery / Pediatric	Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges -

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28	Yang	Cheng	MD	Anesthesiology	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges
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H. LOW VOLUME PROVIDERS for OPPE REVIEW

1	Acherman, Ruben J., M.D.	Pediatrics,
2	Ahmadian, Moni, D.M.D.	Surgery, Oral, Maxillofacial Surgery
3	Andreasen, Lance, PAC	Medicine, Internal Medicine
4	Assad, Sameh, M.D.	Anesthesiology, /Trauma, Anesthesia
5	Baker, Rachael V., PAC	Surgery, Urology
6	Bancroft, Nicholas S., CRNA	Anesthesiology,
7	Bascharon, Randa A., D.O.	Orthopaedic Surgery, Orthopaedic Surgery
8	Bautch, Becky M., APRN	Medicine, Pulmonary Medicine, Respiratory Care
9	Bharucha, Prashant H., M.D.	Medicine, Internal Medicine
10	Bubb, Chard, M.D.	Medicine, Endocrinology, Metabolic Diseases
11	Chen, Alice P., D.M.D.	Surgery, Oral, Maxillofacial Surgery
12	Ching, Wilbert, M.D.	Family Medicine,
13	Christensen, Kerry, M.D.	Anesthesiology,
14	Ciccolo, Michael L., M.D.	Surgery, Cardiovascular, Thoracic Surgery
15	Cottrell, Earl D., M.D.	Surgery, General Surgery
16	Davis, Patrick W., PAC	Neurosurgery,
17	Dawn, Buddhadeb, M.D.	Medicine, Cardiology
18	De Asis, Chriscile, M.D.	Medicine, Internal Medicine
19	Dekker, Preston J., DDS	Surgery, Oral, Maxillofacial Surgery
20	Devroy, Rahul, M.D.	Medicine, Internal Medicine
21	Dhawan, Vibhu, M.D.	Medicine, Nephrology
22	Downes, Christopher, M.D.	Family Medicine,
23	Emeh, Ogbugo, M.D.	Medicine, Internal Medicine
24	Finlay, David J., M.D.	Surgery, Cardiovascular, Thoracic Surgery
25	Galang, Marphyrose, APRN	Medicine,
26	Gershman, Eric, M.D.	Medicine, Hematology, Oncology
27	Goravanchi, Soheil, D.O.	Anesthesiology,
28	Grigsby, Kenneth J., M.D.	Anesthesiology, /Trauma, Anesthesia
29	Guimond, Paula D., APRN	Ambulatory Care,
30	Guhalp, Feza N., M.D.	Anesthesiology,
31	Ho, Yung-Chieh, M.D.	Anesthesiology,
32	Hsu, Andrew, M.D.	Medicine, Neurology
33	Khan, Shahabuddin, M.D.	Medicine, Cardiology
34	Khavkin, Albert M., D.O.	Anesthesiology,
35	Kogut, Kelly A., M.D.	Surgery, Pediatric Surgery
36	Leung, John W., M.D.	Anesthesiology,
37	Lobato, Carl, M.D.	Anesthesiology, /Trauma, Anesthesia

38	McAlpine, George J., DDS	Surgery, Oral, Maxillofacial Surgery
39	Melocoton, Teresita L., M.D.	Pediatrics,
40	Miller, Harry M., M.D.	Anesthesiology,
41	Narula, Dhiraj D., M.D.	Medicine, Cardiology
42	Nick, Cameron T., M.D.	Anesthesiology,
43	Noman, Ahmad, M.D.	Medicine, Internal Medicine
44	Palmquist, Maria, M.D.	Obstetrics and Gynecology,
45	Raju, Sujatha, M.D.	Medicine, Nephrology
46	Rampersaud, Edward N., M.D.	Surgery, Urology
47	Ratnasabapathy, Ramalingam, M.D.	Medicine, Hematology, Oncology
48	Rigg, Eric J., D.O.	Anesthesiology,
49	Rouweyha, Rajy M., M.D.	Surgery, Ophthalmology
50	Rud, Benjamin T., D.O.	Family Medicine,
51	San Jose, Joselito Paulo, APRN	Ambulatory Care,
52	Shehane, Richard R., M.D.	Medicine, Cardiology
53	Sohail, Irfan, M.D.	Medicine, Nephrology
54	Starr, Meredith C., D.O.	Family Medicine,
55	Steinhauser, Christina, D.O.	Medicine, Gastroenterology / Medicine, Gastroenterology
56	Stewart, Paul A., M.D.	Medicine, Pulmonary Medicine, Respiratory Care
57	Vest, Maxwell, M.D.	Surgery, Plastic Surgery / Hand Surgery,
58	Vilai, Julpohng, M.D.	Pediatrics,
59	Ward, Herman V., M.D.	Anesthesiology,
60	Wheeler, Adam P., M.D.	Pediatrics,
61	Wilkes, Paul T., M.D.	Obstetrics and Gynecology,

I. REQUEST FOR LEAVE OF ABSENT

1	Emeh	Ogbugo	MD	Medicine / Internal Medicine	Personal Leave
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J. REMOVAL FROM STAFF

1	Araujo	Carlos	MD	Medicine/Hematology/ Oncology	Failure to complete reappointment
2	Goravanchi	Soheil	DO	Anesthesiology	Failure to Complete Reappointment
3	Hernandez Carvajal	Julian	PAC	Emergency Medicine	No Longer Contracted with Group
4	Taku	Virginia	APRN	Medicine/Internal Medicine	Termination of collaboration agreement with Dr. Nadeem Tariq
5	Ward	Matthew	PAC	Neurosurgery	No longer with group

K. REQUEST FOR RESIGNATION

1	Alkadri	Mohi	MD	Medicine/Cardiology	Change in practice needs
2	Arnold-Lloyd	Travis	MD	Surgery/General Surgery & Trauma Surgery	Relocate out of state
3	Balarajan	Yogarajah	MD	Medicine/Cardiology	Change in practice needs
4	Bautch	Becky	APRN	Medicine/Pulmonary & Respiratory Care	Military, Relocate out of state
5	Calvo	Charles	MD	Surgery	No Covering Provider
6	DeVries	John	MD	Orthopedic Surgery	Relocate out of state
7	Emmanuel	Carlos	MD	Medicine/Cardiology	Change in practice needs
8	Finlay	David	MD	Surgery/CVT	No current malpractice/relocating
9	Fotedar	Anil	MD	Medicine/Cardiology	Change in practice needs
10	Jaradat	Mohammad	MD	Medicine/Cardiology	Relocate out of state
11	Malvar	Irene	APRN	Ambulatory Care	Resigned, effective 2/12/2024
12	Tapryal	Neel	MD	Medicine/Internal Medicine	Relocate out of state
13	Tatari	Atif	MD	Medicine/Cardiology	Change in practice needs
14	Tsjouris	Nicolaos	MD	Medicine/Cardiology	Change in practice needs
15	Vilai	Julpohng	MD	Pediatrics	Change in Practice Needs

L. ADJOURNMENT

MEMORANDUM

DEPARTMENT

TO: Credentials Committee
FROM: *EM Adult / Peds EM*
SUBJECT: Nitrous Oxide Sedation Privileges & Criteria
DATE: *3/19/24*

The *EM* Department is recommending adding Nitrous Oxide Sedation Special privileges and criteria to the *Peds EM* 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.

Special Privileges in NITROUS OXIDE SEDATION

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:

- Any provider with privileges to perform moderate or deep sedation

AND

- Completion of Online training Course for Nitrous Oxide Use in addition to completing a hands-on check-off list and an examination as outlined below
- or
- Written documentation of State License for Nitrous Oxide Sedation

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 documented cases within the past 2 years

☐ If no cases, repeat of Education process noted above

Evaluation Questions to Assess Competency for Nitrous Oxide Use

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
 - b. 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

7. Nitrous oxide sedation can generally be utilized for all of the following procedures EXCEPT:
- Bladder catheterization for VCUG
 - Peripheral IV placement for antibiotic administration
 - Chest tube placement for pneumothorax
 - Simple laceration repair with topical anesthetics
8. The purpose of the circuit's flow meter is to:
- Provide a scavenger system to minimize environmental exposure
 - Indicate amount of nitrous oxide remaining in the tank
 - Indicate gas delivery in liters per minute
 - Indicate minutes of operation
9. Techniques to minimize occupational exposure to nitrous oxide gas include:
- Standing back at least 2 feet at all times from a patient who is receiving nitrous oxide
 - Incorporating a scavenging system into the circuit that connects to the waste gas/suction vacuum system
 - Taking the mask on and off the child's face to allow them to exhale and dilute the nitrous oxide
 - Providing no more than 40% nitrous oxide gas
10. Other contraindication to nitrous oxide sedation include:
- Known Vitamin B₁₂ deficiency
 - Previous chemotherapy with bleomycin sulfate
 - Recent penetrating eye injury
 - All of the above
11. Advantage of using nitrous oxide for sedation in children include all of the following EXCEPT:
- It has both rapid onset and rapid recovery
 - There is no need for monitoring during the procedure
 - It is not irritating to the airways or lungs
 - 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:
- Checking to ensure that the nitrous oxide and oxygen tanks are open and have adequate gas supply
 - Checking to ensure that the circuit fail safe mechanism is working
 - Checking to make sure that the scavenging vacuum system is working
 - 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

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
 - 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

Practitioner Name: _____ Date: _____

Practitioner Signature: _____

Porter Sedate Nitrous Oxide Equipment Safety Checklist

- ☐ Check monitoring and emergency equipment at bedside. Make sure appropriate size BVM and suction equipment are available
- ☐ Plug in Sentry Sedate machine to the wall outlet and turn in ON (Ensure it's not on Standby). The main screen will turn blue
- ☐ Obtain key to the Sentry Sedate in the Pyxis and open the machine.
- ☐ Check gas tanks. Make sure Nitrous tank labeled "In Use" is connected and another backup "Full" tank is available with wrench attached to the top.
- ☐ Ensure oxygen is connected to wall supply with the green hose. Have O2 tank available inside machine in case of emergency.
 - o If O2 tanks are used, open the oxygen tank all the way.
- ☐ 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.
 - o 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

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Name: _____ Date: _____

Super-User Signed Off (Signature/Date): _____



MEMORANDUM

DEPARTMENT

TO: Credentials Committee
FROM: Surgery Department
SUBJECT: DOP Revisions
DATE: 3/18/2024

At its meeting on 3/14/2024, the surgery department recommended removing all language exempting board certification for physicians on the following Sections of Surgery:

- ENT
- Oral Max
- Plastic Surgery
- Transplant

The Surgery Department also recommended approving the Section of Oral Max to be Section of Dentistry, removing Telemedicine from Transplant and omitting the approved with conditions check box next to approved privileges.

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY
SECTION OF ~~ORAL AND MAXILLOFACIAL SURGERY (OMS)~~
DENTISTRY
DELINEATION OF PRIVILEGES



NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ TO: _____

The establishment of privileges and procedures in the Department of Surgery/Section of Oral Maxillofacial Surgery and Dentistry shall be in accordance with the Bylaws of the Medical Staff. Surgeons in the Department of Surgery, Section of Oral Maxillofacial Surgery have privileges to admit and treat adult and pediatric patients and to direct the course of treatment for the conditions for which these patients are admitted.

CORE PRIVILEGES

Eligibility Criteria: To be eligible to request **CORE** clinical privileges, the applicant must meet the following minimum criteria:

Basic Education: DDS or DMD

Minimum Formal Training:

1. General Dentistry Graduation from a school of dentistry accredited by the Commission of Dental Accreditation (Minimum for General Dentistry only).
2. SPECIALIST: Graduation from a school of dentistry and related residency accredited by the Commission of Dental Accreditation and successfully passing the Board certification within five (5) years of appointment. **OR**

~~All Non-Board Certified Dental Specialist or Oral and Maxillofacial Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Oral and Maxillofacial Surgery.~~

~~After initial certification, recertification is not required (this includes all specialty dentistry boards).~~

Experience:

Upon request, member must be a dentist as demonstrated by current practice in the management of patients, and demonstrate that he/she has performed -ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence.

History & Physical:

Oral Maxillofacial surgeons are competent to perform patient's medical history and physical examinations. Dentists are responsible for the part of their patient's History & Physical exam that relates to Dentistry.

If you meet the above criteria, you may request the following CORE privileges:

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
I hereby request "CORE" privileges which include the performance of surgical procedures including admission, consultation, work-up, pre-operative care to correct or treat conditions, illnesses or injuries relating to my specialty. Dentists who do not have full History and Physical privileges will be required to co-admit. It is understood that the list of procedures is representative of that area of medical practice and should not be construed as containing all such procedures in that area. Procedures indicated are representative of the practitioner's capability and other procedures of a similar nature which are not listed or have been inadvertently omitted by the requesting practitioner, which require similar training and experience, are assumed to be granted within the scope of the said privileges.				Page 38 of 296

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



NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ TO: _____

The establishment of privileges and procedures in the Department of Surgery/Otolaryngology shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in this Department 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.

CORE PRIVILEGES

Eligibility Criteria:

To be eligible to request CORE Otolaryngology clinical privileges, the applicant must meet the following minimum criteria:

Basic Education:

M.D. or D.O.

Minimal Formal Training

Successful completion of an accredited ACGME or AOA Residency training program in Otolaryngology Surgery.

Certification by the American Board of Otolaryngology approved by the Committee for Graduate Medical Education or prior AMA or AOA committees on medical education
OR

Meet criteria requirements for admission to the American Board of Otolaryngology and passing the certifying examination within five (5) years of appointment.

OR

All Non-Board Certified Otolaryngology Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Otolaryngology Surgery.

Experience:

Physician must be a surgeon as demonstrated by current practice in the management of patients. Upon request, must be able to demonstrate that he/she has performed ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence.

History & Physical:

Competent to perform patient's medical history and physical examination.

If you meet the above criteria, you may request the following CORE privileges:

I hereby request CORE Otolaryngology Surgery privileges that include the performance of surgical procedures (including admission, consultation, work-up, pre- and post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these procedures.

CORE PRIVILEGES				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
Lip shave, wedge resection, neck I & D abscess, excision - benign and skin lesions, myringotomy, myringoplasty, grafts-split and full thickness skin-composite-dermal, scar revisions, Laryngoscopy, Esophagoscopy-diagnostic-w/foreign body removal, structure dilatation, tonsils and adenoids, adenoidectomy, tonsillectomy, T&A, Nasal polypectomy, submucous resection, nasal septoplasty, turbinectomy, Antrotomy, Caldwell Luc, Tracheotomy, Local and Regional Random Flaps, and complex wound management				
PRIVILEGE	SPECIAL	R=REQUESTE	A=APPROVE	C=APPROVED

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



NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____

TO: _____

The establishment of privileges and procedures in the Department of Surgery/Plastic & Reconstructive Surgery will be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in this Department 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.

CORE PRIVILEGES

Eligibility Criteria:

To be eligible to request CORE Plastic & Reconstructive Surgery clinical privileges, the applicant must meet the following minimum criteria:

Basic Education:

M.D. or D.O.

Minimal Formal Training

- Completion of a Plastic Surgery residency approved by the Accreditation Council for Graduate Medical Education or prior AMA or AOA committees on medical education not to include proctorship, AND
- Meet criteria requirements for admission to the American Board of Plastic Surgery, and passing the certifying examination within five (5) years of appointment.
- ~~-All Non-Board-Certified Plastic Surgeons on staff prior to January 1, 1999, will continue to maintain staff membership in the Department of Surgery/Section of Plastic and Reconstructive Surgery.~~

Experience:

- Surgeon as demonstrated by current practice in the management of patients.
- Upon request, must be able to demonstrate that he/she has performed ten (10) representative procedures, treatments, or therapy, for defined privileges requested, in the past 24 months to be able to assess his or her clinical competence.

History & Physical:

Competent to perform patient's medical history and physical examination.

If you meet the above criteria, you may request the following CORE privileges:

CORE PRIVILEGES

I hereby request "CORE" Plastic and Reconstructive Surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, pre- and post-operative care) for patients of all ages presenting with both congenital and acquired defects of the body's soft tissue including the functional and aesthetic management and the provision of consultations. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:

PRIVILEGE	SPECIAL REQUIREMENTS	R-REQUESTED	A=APPROVED	C=APPROVED w/ CONDITIONS
Integumentary System-Lacerations, Avulsions, Complex Wound Management				
Musculoskeletal - General				
Breast-Reduction, reconstruction for cancer, Flaps, implants				
Microsurgery-Hand/Limb/Digit replantation, Flaps and nerve repair				
Oral Cavity Reconstruction-Mandible, Maxilla, Tongue, Pharynx, Palate, Salivary glands, Nasal bones, cartilage, septum				
Bones and Joints-Particularly facial bones, carpal, metacarpal, phalanges, cranio facial				

UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF SURGERY/
TRANSPLANTATION
DELINEATION OF PRIVILEGES



NAME: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ TO: _____

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

Eligibility Criteria: M.D. or D.O.

Minimal Formal Training:

Successful completion of an accredited ACGME or AOA Residency training program in surgery. and Documentation of completion of American Society of Transplant Surgeons (ASTS) Certified Transplantation Fellowship:

At initial application, the applicant must be Board certified or Board eligible by the American Board of Surgery or Urology as certified by the American Board of Medical Specialty, the American Osteopathic Association and have American Society of Transplant Surgeons (ASTS) Certified Transplantation Fellowship. Board eligible physicians must be Board Certified within five (5) years of completion of residency or fellowship.

~~Transplant surgeons not Board certified and on staff prior to September 1, 2022 are not required to be Board certified. At reappointment, documentation of 20 hours transplant related CME completed in the previous 24 months is required.~~

Experience:

Upon request, must be able to demonstrate that he/she has performed the required number of procedures as outlined below, in the past 24 months to be able to assess his or her clinical competence.

Privilege	Special Requirements	R=Requested	A=Approved	
<u>Telemedicine</u>				
CORE transplant surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, and/or pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:				



MEMORANDUM

DEPARTMENT

TO: Radiology Department
FROM: Dr. Albert Cook, Chief of Radiology
SUBJECT: Radiology Delineation of Privileges (DOP) Revisions
DATE: March 19, 2024

Dr. Albert Cook, Chief of Radiology has recommended the following revisions be made; please see attached redlines.

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



NAME: _____

- ☐ Initial
☐ Reappointment
☐ Additional Privilege

Effective FROM: _____ TO: _____

PRIVILEGES IN RADIOLOGY

The establishment of privileges and procedures in the Department of Radiology shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Radiology, Tele-Radiology, Nuclear Medicine and Interventionist have privileges to admit, treat, consult or follow 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.

Eligibility Criteria: To be eligible to request clinical privileges in the Radiology Department, the applicant must meet the following minimum criteria:

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

Minimum Training: Completion of an ACGME/AOA-accredited residency training program in Radiology, Diagnostic Radiology, Radiation Oncology, Therapeutic Radiology, Vascular & Interventional Radiology, Diagnostic Angiography or Nuclear Medicine.

Must be Board Certified by the American Board of Radiology, American Osteopathic Board of Radiology, or the Royal College of Physicians and Surgeons of Canada or achieve Board Certification within 5 years from completion of training

Experience: Must be able to demonstrate that he or she has performed at least 50 procedures/interpretations, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.

For Medical Directors Use Only (Please check box): ☐

Qualifications:	<ul style="list-style-type: none"> Active member of the Medical and Dental Staff in good standing. Maintain approved privileges for respective specialty. Board Certified in Radiology and in active Radiology practice at UMC OR Board Certified in Nuclear Medicine
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			R=REQUESTED	A=APPROVED
Tele-Radiologist Only:				
CORE PRIVILEGES IN TELE-RADIOLOGY <u>ONLY Core Radiology/Teleradiology</u>	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
ROUTINE PLAIN FILM AND FLUOROSCOPY INTERPRETATION: Include but are not limited to routine plain film and fluoroscopy interpretation, inclusive of gastrointestinal and genitourinary contrast examinations, mammography and breast needle localization, arthrography, lumbar punctures and myelography, fluoroscopic guided biopsies and drainage interpretation CT, US, MRI and Nuclear Medicine.				
Tele-Radiologist & Radiologist:				

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If you meet the above criteria, you may request the following CORE privileges:

CORE PRIVILEGES IN RADIOLOGY

Eligibility Criteria: To be eligible to request CORE clinical privileges in Radiology, the applicant must meet the criteria for privileges in Radiology in addition to the following criteria for CORE privileges in Radiology:

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

CORE PRIVILEGES IN RADIOLOGY <u>& TELE-RADIOLOGY</u>				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<u>ROUTINE PLAIN FILM INTERPRETATION AND FLUOROSCOPY PROCEDURES CORE RADIOLOGY PROCEDURES:</u> Include but are not limited to routine plain film interpretation and fluoroscopy procedures, inclusive of gastrointestinal and genitourinary contrast examinations, mammography and breast needle localization, arthrography, lumbar punctures and myelography, fluoroscopic guided biopsies and drainage procedures. <u>MAGNETIC RESONANCE IMAGING (MRI). NUCLEAR MEDICINE INTERPRETATION</u>				
<u>SIMPLE ANGIO-INTERVENTIONAL PROCEDURES:</u> Include but are not limited to Simple angio-interventional procedures inclusive of PICC placement or other central venous access catheter placement, routine venography and angiography, gastrostomy placement. <u>ULTRASOUND GUIDED PROCEDURES:</u> Include but are not limited to ultrasound interpretation and ultrasound guided procedures including vascular ultrasound, ultrasound guided paracentesis, thoracentesis, cyst or abscess drainage, needle biopsies. <u>CT GUIDED PROCEDURES:</u> Include but are not limited to Computed Tomography and CT guided procedures inclusive of diagnostic CT interpretation, CT angiography, CT biopsies and drainage procedures				
<u>ULTRASOUND INTERPRETATION AND ULTRASOUND GUIDED PROCEDURES:</u> Include but are not limited to ultrasound interpretation and ultrasound guided procedures including vascular ultrasound, ultrasound guided paracentesis, thoracentesis, cyst or abscess drainage, needle biopsies.				
<u>COMPUTED TOMOGRAPHY AND CT GUIDED PROCEDURES:</u> Include but are not limited to Computed Tomography and CT guided procedures inclusive of diagnostic CT interpretation, CT angiography, CT biopsies and drainage procedures.				
<u>MAGNETIC RESONANCE IMAGING (MRI)</u>				
<u>NUCLEAR MEDICINE INTERPRETATION AND PROCEDURES</u>				

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SPECIAL PRIVILEGES IN RADIOLOGY

SPECIAL PRIVILEGES:

Defined as high risk, problem prone, or new technology, not routinely part of Radiology practice.

ELIGIBILITY CRITERIA:

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

MINIMUM TRAINING:

Successful completion of an accredited ACGME or AOA residency training program in Radiology, and acceptable supervised training in residency, fellowship, CAQ or other acceptable program; and Documentation of knowledge in indication for the procedure/test/therapy.

SPECIAL PRIVILEGES IN RADIOLOGY				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
NUCLEAR MEDICINE-THERAPEUTIC:	Nevada Radiation Control Program Radioactive Materials License			
DIAGNOSTIC ANGIOGRAPHY AND VENOGRAPHY: Inclusive of all body parts EXCEPT the Heart.	Initial: Interventional Radiology Fellowship or <u>CAQ (Certificate of Added Qualification)</u> or <u>Interventional Residency</u> or documentation of 10 cases in past 24 months.			
PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY: Endovascular Therapy of all body parts except heart inclusive of angioplasty, endovascular stents, thrombolytic therapy, atherectomy, vasoactive therapy, embolization, dialysis graft thrombolysis, tumor embolization or ablation, chemotherapy.	See Attached Criteria			
PERCUTANEOUS INTERVENTIONAL PROCEDURES: Percutaneous Interventional procedures including biliary and urinary drainage procedures and stents, tumor ablation, TIPS, transvascular biopsy, vertebroplasty, kyphoplasty	Interventional Radiology Fellowship or <u>CAQ (Certificate of Added Qualification)</u> or <u>Interventional Residency</u> or documentation of -20 cases in past 24 months			
ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA)	See Attached Criteria			
MODERATE SEDATION	See Attached Criteria			
NEUROLOGIC INTERVENTIONAL RADIOLOGY PROCEDURES				
Stroke Embolectomies and Carotid Stenting	See Attached Criteria			
Cerebral Aneurysm Coiling and all other Neuro Interventional procedures	See Attached Criteria			

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~~RADIOLOGY ONCOLOGY SECTION-DEPARTMENT OF RADIOLOGY~~

ELIGIBILITY CRITERIA:

~~To be eligible to request CORE clinical privilege in Radiation Oncology, the applicant must be a member of the Medical and Dental Staff, the Department of Radiology, and meet the following minimum criteria:~~

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

MINIMUM TRAINING: Completion of an approved residency program in Therapeutic Radiology/Radiation Oncology and be in the certification process within 5 years from completion of training.

Board Certification in Radiation Oncology or in the certification process within 5 years from completion of training.

EXPERIENCE: Training and/or experience and competence on the level commensurate with that provided by specialty training. Demonstration of performance of a sufficient number of Diagnostic, Nuclear, or Therapeutic Radiology procedures to be able to assess the physician's clinical competence upon request.

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

If you meet the above criteria, you may request the following **CORE PRIVILEGES IN RADIOLOGY ONCOLOGY:**

CORE PRIVILEGES IN RADIOLOGY ONCOLOGY				
PRIVILEGE	SPECIAL REQUIREMENTS	R-REQUESTED	A-APPROVED	C-APPROVED W/CONDITIONS
GENERAL RADIATION ONCOLOGY				
RADIATION THERAPY PLANNING				

SPECIAL PRIVILEGES IN RADIATION ONCOLOGY

SPECIAL Privileges are defined as high risk, problem-prone, or new technology, not routinely part of Radiation Oncology Practice.

ELIGIBILITY CRITERIA: To be eligible to request SPECIAL Radiation Oncology PRIVILEGES, the applicant must meet the minimum criteria for CORE privileges in Radiation Oncology in addition to the following:

MINIMUM TRAINING: Completion of an approved residency program in Therapeutic Radiology/Radiation Oncology and be in the certification process.

Board Certification in Radiation Oncology or in the certification process within 5 years from completion of training.

EXPERIENCE: Documentation of knowledge of indication for the procedure.

SPECIAL PRIVILEGES IN RADIOLOGY ONCOLOGY				
PRIVILEGE	SPECIAL REQUIREMENTS	R-REQUESTED	A-APPROVED	C-APPROVED W/CONDITIONS
BRACHYTHERAPY	Documentation of successful completion of training OR provide 5 cases in past 24 months.			
STEREOTACTIC RADIOTHERAPY RADIOSURGERY	Documentation of successful completion of training OR provide 2 cases in past 24 months.			
BRACHYTHERAPY IMPLANTS BOTH INTERSTITIAL AND INTRACAVITARY	Documentation of successful completion of training OR provide 5 cases in past 24 months.			

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INTRA-OPERATIVE RADIATION THERAPY

*Documentation of
successful completion of
training OR provide 2
cases in past 24 months.*

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 for which I wish to exercise at University Medical Center of Southern Nevada, in the Department of Radiology, and I understand that:

1. 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.
2. Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situation my actions are governed by the applicable section of the Medical Staff Bylaws or related documents.

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

APPLICANT SIGNATURE

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

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

CHIEF, DEPARTMENT OF RADIOLOGY

DATE

Department of Radiology, University Medical Center
Revised: 11/00; 05/01; 05/06, 12/08; 05/01/12; 09/19/18; 8/08/2019; 2/18/20; 04.2021
Credentials Approved: 07/17/14; 01/17/2019; 9/19/2019; 05.2021
MEC Approved: 05/2/12; 07/22/14; 01/22/2019; 09/24/2019; 05.2021
Board of Hospital Trustees: 11/98, 06/19/12; 08/19/14; 02/19/2019; 10/15/2019; 05.2021

PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY AT INITIAL

An applicant must meet all the criteria in either Track I or Track II to perform 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 or Interventionist 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 in the last 12 months.

Track Two (Non-Fellowship):

- Provide documentation of successful completion of one "hands-on" peripheral vascular course in each stenting and angioplasty method;
- Privileges under proctorship (Interim Privileges) will be granted upon approval by the Credentials Committee for the first 5 cases;
- Complete proctorship of the first 5 peripheral endovascular stent placement cases and first 5 peripheral angioplasty cases performed at UMC. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.
- Physicians who have successfully completed the 10 proctored cases may then proctor other physicians requesting these privileges.

ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM AT INITIAL

1. PHYSICIANS ELIGIBLE TO APPLY

- a. Cardiovascular or Vascular Surgeons
- b. Diagnostic Radiologists with Interventional Privileges
- c. Cardiologists with Interventional Privileges

2. TRAINING REQUIREMENTS

a. Track One – Fellowship Track

- i. Documentation of formal Endovascular or Interventionist Fellowship training; and
- ii. 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
- iii. List of appropriate procedures done in fellowship provided to Medical Staff Office.
- iv. Documentation of skill in Peripheral Angioplasty and Stent Placement within the last 12 months.

b. Track Two – Non-Fellowship Track

- i. Provide documentation of satisfactory participation at a "device-specific" hands on course; and
- ii. Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; and
- iii. Complete proctorship of the first 10 Endovascular prostheses 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.
- iv. Physicians who have successfully completed 10 proctored cases may then proctor other physicians requesting these privileges.

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NEUROLOGIC INTERVENTIONAL RADIOLOGY

STROKE EMBOLECTOMIES AND CAROTID STENTING

Initial Application:

Fellowship in Interventional Neuroradiology (endovascular neuroradiology) or holding a CAQ (Certificate of Added Qualification) or if not fellowship trained or holding a CAQ (Certificate of Added Qualification) in the past 24 months MUST provide a combination of 20 Neuroradiology cases from the past 24 months
OR

Fellowship in Interventional Radiology AND
20 carotid/cerebral angiograms performed and interpreted in the last 2 years AND
5 supervised by physician in acute embolectomies and applicant as a second assist AND
5 supervised by physician in acute embolectomies and applicant as first assist in the last 2 years

Reappointment: 20 acute stroke embolectomies in the last 2 years

NEURO INTERVENTIONAL RADIOLOGY PROCEDURES

Initial Application:

Fellowship in Interventional Neuroradiology (Endovascular Neuroradiology) or holding a CAQ (Certificate of Added Qualification) if not fellowship trained- or holding a CAQ (Certificate of Added Qualification) in the past 24 months MUST provide a combination of 20 Neuroradiology cases from the past 24 months

OR

Fellowship in Interventional Radiology AND
Qualify for privileges in acute stroke embolectomies AND
5 supervised by physician in neuro interventional radiology procedures and applicant as second assist AND
5 supervised by physician in neuro interventional radiology procedures and applicant as first assist in the last 2 years

Reappointment: 20 Neuro Interventional Radiology procedures in the last 2 years

CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

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

*ACLS – Accepted by American Heart Association *OR*

*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

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

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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.

Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

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

Pre-Anesthesia Assessment:

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

The pre anesthesia assessment must contain:

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

Post-Anesthesia Assessment:

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

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

The post anesthesia assessment must contain:

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

Medication Management:

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

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

Physician Signature

Date

Physician Name Typed or Printed Legibly

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

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



MEMORANDUM

DEPARTMENT

TO: OBGYN Department
FROM: Dr. Adam Levy, Chief of OBGYN
SUBJECT: Delineation of Privileges (DOP) Revisions
DATE: March 19, 2024

Dr. Adam Levy, Chief of OBGYN has recommended the following revisions be made; please see attached redlines on page 2 and page 3.

**UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA
DEPARTMENT OF OB/GYN
DELINEATION OF PRIVILEGES**



NAME: _____

Effective FROM: _____ TO: _____

- ☐ Initial Application
☐ Reappointment
☐ Additional Privilege

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 twenty-four (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; 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 Professional.	REFER & FOLLOW PRIVILEGES CAN NOT BE REQUESTED WITH CORE AND/OR SPECIAL PRIVILEGES		Page 53 of 296

OBGYN CORE PRIVILEGES

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
Category I Obstetric: Routine diagnosis and therapy with minimal threat to life. Normal antepartum and postpartum care; uncomplicated labor and delivery; maternal fetal monitoring; administration of local anesthesia and pudendal block; episiotomy and repair of second degree laceration and use of oxytocic drugs after completion of third stage of labor.			
Category I Gynecologic: Routine diagnosis and therapy with minimal threat to life. Assist in gynecologic surgery.			
CATEGORY II Obstetric: Major diagnosis and therapy with significant threat to life. Type I & II: Amniotomy; manual rotation; version; elective low forceps; vacuum extraction delivery; manual removal of placenta.			
CATEGORY II Gynecological: Major diagnosis and therapy with significant threat to life. Type I & II: Minor gynecologic surgery, i.e., dilation and curettage of Uterus.			
CATEGORY III Obstetric: Major diagnosis and therapy with serious threat to life. Type I, II, & III: All Vaginal deliveries; all Cesarean deliveries; all high Risk pregnancies, including major medical diseases complicating pregnancy.			
CATEGORY III Gynecologic: Major diagnosis and therapy with serious threat to life. Type I, II, & III: Major Laparotomy; abdominal or vaginal hysterectomy; Salpingo-oophorectomy; Urethroscopy; Cystoscopy; Hysteroscopy. <u>D & C up to 14 weeks gestation.</u>			
Abdominal: Amniocentesis for maturity; Cesarean hysterectomy; Cerclage; Evacuation of pelvic abscess; Evisceration 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 colporrhaphy or perineoplasty; Bartholin's gland abscess drainage; Bartholin's gland abscess marsupialization; 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			
Hysteroscopy Operative			
Laparoscopy with or without biopsy; Salpingostomy or Salpingectomy; Ectopic pregnancy; Ovarian cyst aspiration; removal.			
Laparoscopic Diagnostic			
Hysteroscopic Diagnostic			

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	
Da Vinci Robotic	See attached Robotic criteria			
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 provided 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			
Total Laparoscopic Hysterectomy with or without Salpingo-oophorectomy or Laparoscopic Assisted Vaginal Hysterectomy with or without Salpingo-oophorectomy	Experience: 5 cases initially			
Dilation & Evacuation up to 624 weeks <u>gestation</u> .	Experience: 3 cases initially			

To be eligible for the following privileges, the applicant must meet the following criteria;

ELIGIBILITY CRITERIA:

To obtain and/or maintain privileges, the staff member must meet the following criteria at initial and reappointment:

1. Combination of **25 procedures** from a Joint Commission accredited facility performed in the past twenty-four (24) months.
AND
2. Must have **Gynecologic Category I, II, and III**

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	
Hysterectomies				
1. Simple: Vaginal and Abdominal				
Vaginectomies				
1. Simple				
Vulvectomies				
1. Skinning				
2. Simple				
3. Partial				
GASTROINTESTINAL AND UPPER ABDOMINAL				
1. Repair of Fistulas				
URINARY TRACT				
1. Bladder:				
a. Partial Cystectomies				
b. Total Cystectomies				
c. Repairs of Vesicovaginal Fistulas with:				
i. Primary Closure				
ii. Secondary Closures Using Interposition of Autologous Tissue(s) Such as Omentum and Bulbocavernosus Muscle				
d. Cystotomies				
EVALUATION PROCEDURES				
1. Cystoscopies				
MANAGEMENT OF ALL INTRA-OPERATIVE AND POST OPERATIVE COMPLICATIONS				

1. Acute Intraoperative Bleeding				
2. Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intra-abdominal organ				

GYNECOLOGY ONCOLOGY SPECIAL PRIVILEGES

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 complications from chemotherapy.

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

- 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, and III**

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	
Hysterectomies				
1. Simple: Vaginal and Abdominal				
2. Modified Radical or Radical: Abdominal				
Salpingo-oophorectomies				
Radical Cytoreductive Procedures				
Lymphadenectomies				
1. Inguinal				
2. Femoral				
3. Pelvic				
4. Para-aortic Areas				
5. Supraclavicular				
Vaginectomies				
1. Simple				
2. Radical				
Vulvectomies				
1. Skinning				
2. Simple				
3. Partial				
4. Radical				

Pelvic Exenterations with or without reconstruction including myocutaneous grafts				
GYN ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	
1. Anterior				
2. Posterior				
3. Total				
Omentectomies				
Insertion of Intracavity Radiation Application				
Laser Ablation				
GASTROINTESTINAL AND UPPER ABDOMINAL				
1. Placements of Feeding Jejunostomy/Gastrostomy				
2. Resections and Re-Anastomosis of Small Bowel				
3. Bypass Procedures of Small Bowel				
4. Mucous Fistula Formation of Small Bowel				
5. Ileostomies				
6. Repair of Fistulas				
7. Resection and Reanastomosis of Large Bowel, Including Low Anterior Resection and Reanastomosis				
8. Bypass Procedures of Large Bowel				
9. Mucous Fistula Formations of Large Bowel				
10. Colostomies				
11. Splenectomies				
12. Liver Biopsies and Partial Resection				
13. Diaphragmatic Resection				
URINARY TRACT				
1. Bladder:				
a. Partial Cystectomies				
b. Total Cystectomies				
c. Repairs of Vesicovaginal Fistulas with:				
i. Primary Closure				
ii. Secondary Closures Using Interposition of Autologous Tissue(s) Such as Omentum and Bulbocavernosus Muscle				
d. Cystotomies				
2. Ureter:				
a. Ureteroneocystostomies with and without:				

i. Bladder Flaps				
GYN ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	
ii. Psoas Fixations				
iii. End to End Ureteral re-anastomoses				
iv. Transuretero-Ureterostomies				
v. Small Bowel Interpositions				
vi. Cutaneous Ureterostomies				
vii. Repairs of Intraoperative Injuries to the Ureters				
3. Conduits Developed:				
a. From Ileum				
b. From Colon:				
i. Continent				
ii. Non-Continent				
INCISION AND DRAINAGE OF ABDOMINAL OR PERINEAL ABSCESES				
RECONSTRUCTION				
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				
b. Transposition of Myocutaneous Grafts				
CENTRAL LINES INCLUDING PLACEMENT OF MEDIPORTS PERCUTANEOUSLY OR VIA CUT DOWN				
EVALUATION PROCEDURES				
1. Cystoscopies				
2. Laparoscopies				
3. Colposcopies and LEEP Excisions				
4. Sigmoidoscopies				
5. Transdiaphragmatic Thoracoscopy with Biopsy				
6. Breast Mass				
a. Fine-Needle Aspirations				
b. Needle Biopsies				
7. Paracentesis				

8. Thoracentesis				
GYNECOLOGY ONCOLOGY PRIVILEGES CONTINUED	SPECIAL REQUIREMENTS:	R=REQUESTED	A=APPROVED	
MANAGEMENT OF ALL INTRA-OPERATIVE AND POST OPERATIVE COMPLICATIONS				
1. Acute Intraoperative Bleeding				
2. Coagulopathies				
3. Injuries to Bladder, Ureters, Vessels, Nerves, Bowel and any other intra-abdominal organ				

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				
Intrauterine Transfusion				
Fetoscopy				
PUBS Percutaneous Umbilical Blood Sampling				
Fetal Echocardiogram				
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				

Uterine Septal Resection				
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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 OB/GYN, 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.

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**.

APPLICANT SIGNATURE

DATE

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

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

CHIEF or Vice Chief of OBGYN

DATE

Revised: 01/07; 11/07; 08/08; 03/10; 06/10; 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; 09/02/2020; 04/2021; 6/22/2022; 12/12/2023
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; 12/21/2023
Approved MEC: 11/07; 08/26/08; 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; 02/27/2024
BOT: 03/20/07; 12/18/07; 9/16/08; 4/20/10; 8/17/10; 12/18/2011; 6/19/2012; 1/20/2014; 03.15.2016; 09/20/2016; 02/21/2017; 5/16/2017; 02/19/2019; 01/21/2020; 08/26/2020; 10/28/2020; 05/26/2021; 6/29/2022; 02/28/2024

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

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

*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

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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:
 - i. Documentation of five (5) intubations or supervised intubations in the past 24 months
4. At Reappointment the physician must provide one of the following:
 - i. 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.
4. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

*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; 02/27/2024

BOT: 03.15.2016; 11.15.2016; 09/30/2020; 02/28/2024

Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

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

Pre-Anesthesia Assessment:

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

The pre anesthesia assessment must contain:

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

Post-Anesthesia Assessment:

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

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

The post anesthesia assessment must contain:

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

Medication Management:

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

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

Physician Signature

Date

Physician Name Typed or Printed Legibly

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

MEC: July 26, 2011, April 24, 2012, February 27, 2024
BOT August 16, 2011, May 15, 2012, February 28, 2024

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

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

FISCAL IMPACT:

None

BACKGROUND:

The substantive changes to this Compensation Plan are:

1. Add the classification of Hospitalist to the Compensation Plan (see page 1 & Appendix 3)
2. The revised plan will be effective April 1, 2024, and will cover existing and future employees within the identified classifications.

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

Cleared for Agenda
March 27, 2024

Agenda Item #

5

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN

April 1, 2024

Mason Van Houweling - Chief Executive Officer
("CEO")

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC")

PHYSICIAN AND NON-PHYSICIAN PROVIDER TRADITIONAL COMPENSATION AND BENEFITS PLAN (the "Compensation Plan")

Compensation Plan and Employees Covered:

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

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

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

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

Fair Labor Standards Act (FLSA) Exemption:

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

At-Will Employment

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

Voluntary Resignation

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

Compensation and Benefits:

Compensation

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

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

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

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

Work Schedules:

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

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

Extra Shift/Hours Compensation:

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

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

On-Call Coverage:

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

Annual Evaluations:

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

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

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

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

Physicians

Physician Providers in a classification designated to participate in the ALD program will not accrue CAL as set forth in the hospital's Human Resources Policies and Procedures. Instead, each part-

time or full-time Physician Provider under this Compensation Plan designated as such shall receive Administrative Leave Days (ALDs). Appropriate use of ALDs include sick days, holidays, and leave of absences. ALDs do not roll over year to year, may not be converted to compensation, nor are they paid out upon separation of employment. Requests to use ALDs shall be submitted to the Medical Director (or designee) over the service line.

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

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

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

Non-Physician Providers

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

Extended Illness Bank (EIB):

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

Miscellaneous Leaves:

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

Group Insurance:

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

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

Retirement:

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

Continuing Medical Education (CME):

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

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

Conflict of Interest:

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

The referral of patients to individuals or practices which compete with or do not support UMC is considered a conflict of interest. However, it is understood that patients have the right to choose where to be referred upon full disclosure by the attending physician of all relevant

information. All referrals must go through the UMC Referral Office where they will be processed accordingly.

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

Professional Standards:

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

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

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

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

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

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

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

Appendix 1*

Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

¹ Based on years of experience

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

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

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

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

Appendix 2*

Radiology - Pay Grades/Ranges & Additional Compensation

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

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

¹ Offers are based on years of experience.

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

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

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

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

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

Appendix 3*

Hospitalist - Pay Grades/Ranges & Additional Compensation

Position	Base Salary Range ¹	Additional Work Shift Rate ⁵	Additional On-Call Shift Rate ²	Call-Back Rate ³	Per-Diem Rate ⁴
SPECIALTY – Hospitalist					
Medical Director	\$306,000 - \$358,368	N/A	N/A	N/A	N/A
Hospitalist	\$285,000 - \$327,767	EEs regular hourly rate	\$TBD ⁶ p/h.	EEs hourly rate if on-call and called back to facility	\$TBD ⁶ p/h
APP	\$TBD ⁶		\$TBD ⁶ p/h.		\$TBD ⁶ p/h

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

¹ Based on years of experience

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

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

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

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

⁶ TBD – data is still being finalized by our FMV compensation valuations vendor and will be provided at the next HR and Executive Compensation Committee

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

Issue:	Consulting Provider Agreement with Health Plan of Nevada, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board ratify the Consulting Provider Agreement with Health Plan of Nevada, Inc., for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 30008480000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 3/1/2024 - 12/31/2028
Amount: Revenue based on volume
Out Clause: 180 days w/o cause

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

BACKGROUND:

This request is for ratification of the Consulting Provider Agreement (“Agreement”) with Health Plan of Nevada, Inc. (“Health Plan”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities for anesthesia and radiology services. The Agreement term is from the Effective date through December 31, 2028, unless terminated without cause with a 180-day written notice to the other party. This Agreement was entered into immediately to be effective March 1, 2024.

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

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 20, 2024 meeting and recommended for ratification by the Governing Board.

Cleared for Agenda
March 27, 2024

Agenda Item #

6

HEALTH PLAN OF NEVADA, INC.

CONSULTING PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into by and between Health Plan of Nevada, Inc., a corporation organized under the laws of the State of Nevada (hereinafter referred to as "HEALTH PLAN") and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care and specialty physicians licensed to practice medicine in the State of Nevada (if group practice, see Attachment A), (hereinafter referred to as "CONSULTING PROVIDER").

In consideration of the promises and the agreements herein contained, it is mutually agreed as follows:

ARTICLE I. DEFINITIONS

- A. "Aberrant Bedday" means one in which a patient is kept at a level of care (ICU, telemetry, med-surg, transitional, SNF) when a lower level of care or a discharge would have been appropriate given the medical necessity, including extraneous beddays resulting from delayed procedures and/or reporting of results.
- B. "Member(s)" or "Subscriber(s)" means individuals, including Medicare and Medicaid eligible individuals, who have qualified for and are covered through the premium-paid period by the provisions of a HEALTH PLAN Benefits Program or through any health benefit program administered or partially insured by HEALTH PLAN or are covered by another third party with which HEALTH PLAN has a reciprocal or participating provider agreement, or are covered by another program to which HEALTH PLAN or its parent company, Sierra Health Services, has agreed to extend the terms of this Agreement.
- C. "CONSULTING PROVIDER" means a duly licensed and/or certified practitioner of the health care specialty listed in this Article, Paragraph D, and who, through the execution of this Agreement, shall provide Consultant Services to Members upon appropriate referral from a Primary Care Physician (if Agreement is with a group practice, then "CONSULTING PROVIDER" includes those providers listed on Attachment A).
- D. "Consultant Services" means those Covered Services provided to Members by CONSULTING PROVIDER, in the specialty field of Anesthesiology (Overflow) and Radiology Professional Services upon appropriate referral of a Primary Care Physician or a designee of the HEALTH PLAN.
- E. "Primary Care Physician" means a duly licensed doctor of medicine or osteopathy who has entered into an agreement with HEALTH PLAN to provide certain Covered Services to Members who have selected or been assigned to him/her, and to assume primary responsibility for arranging and coordinating the overall health care of such Members.
- F. "Plan Provider" means a health professional or any other entity or institutional health care provider which has entered into a written agreement with HEALTH PLAN or is otherwise approved by HEALTH PLAN to provide Covered Services to Members.
- G. "Covered Services" means those medical, hospital and other health care services and benefits to which Members are entitled under the terms of the applicable group or individual medical and hospital service certificates of coverage which may be amended by HEALTH PLAN from time to time.
- H. "Medical Director" means a duly licensed physician who has been designated by HEALTH PLAN to monitor the provision of, and the appropriate utilization of, Covered Services to Members.
- I. "Medically Necessary" services and/or supplies means the use of services or supplies as provided by a hospital, skilled nursing facility, CONSULTING PROVIDER or any other health care provider required to identify or treat a Member's illness or injury and which, as determined by the HEALTH PLAN are:
 - 1. Consistent with the symptoms and signs, or diagnosis and treatment of the Member's condition, disease, ailment or injury;
 - 2. Appropriate with regard to standards of good medical practice;

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3. Not solely for the convenience or preferences of the Member, his or her CONSULTING PROVIDER, Primary Care Physician, Plan Provider, hospital or any other health care provider; and
4. The most appropriate supply or level of service that can be safely provided to the Member. When specifically applied to an inpatient, it further means that the Member's medical symptoms or condition requires that the diagnosis or treatment cannot be safely provided to the Member as an outpatient.

Services, supplies and accommodations will not automatically be considered Medically Necessary because they were prescribed by a physician. HEALTH PLAN may consult with professional medical consultants, peer review committees, and other appropriate sources for recommendations regarding the Medical Necessity of the services, supplies and accommodations a Member receives.

- J. "Managed Care Program" means the prior authorization and other processes by which HEALTH PLAN determines medical necessity and directs care to the most appropriate setting so as to provide health care in the most cost -effective manner.
- K. "Emergency Services" means health care services provided to a Member after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity that a prudent person would believe that the absence of immediate medical attention could result in:
 1. Serious jeopardy to the health of a Member; or
 2. Serious jeopardy to the health of an unborn child; or
 3. Serious impairment of a bodily function; or
 4. Serious dysfunction of any bodily organ or part.
- L. "Joint Operations Committee" means a committee made up of representatives appointed by HEALTH PLAN and CONSULTING PROVIDER. The number of committee members may be increased or decreased by mutual agreement of HEALTH PLAN and CONSULTING PROVIDER. The committee may be called by any Committee member on at least seven (7) days prior notice. The Committee shall ordinarily discuss and make recommendations to resolve routine operating problems, and such as shall be determined by HEALTH PLAN and CONSULTING PROVIDER; provided, however, that the committee shall not have the power to make decisions binding upon the parties hereto.
- M. "Clean Claim" is a claim that has no defect or impropriety, including lack of required substantiating documentation, or particular circumstances requiring special treatment that prevents timely payment from being made on the claim, including, but not limited to, claims where coordination of benefits is actively pursued; or medical claims review is necessary; or pre-existing conditions may exist.

ARTICLE II. AGREEMENTS OF HEALTH PLAN

- A. Administrative Procedures. HEALTH PLAN shall make available to CONSULTING PROVIDER the HEALTH PLAN's administrative, quality assurance, and Managed Care Program procedures. Such procedures shall include, but are not limited to, record-keeping, reporting, review and assessment of quality and appropriateness of care, referral and prior authorization procedures, and other administrative duties of the CONSULTING PROVIDER required under this Agreement.
- B. Listing of Plan Providers. HEALTH PLAN shall provide or make available to CONSULTING PROVIDER a periodic listing of HEALTH PLAN'S Plan Providers.
- C. Members' Schedule of Benefits. HEALTH PLAN shall provide or make available to CONSULTING PROVIDER the current Members' Schedule of Benefits, including a listing of applicable copayments, and shall provide CONSULTING PROVIDER with periodic updates of such Schedule.
- D. Identification Cards. HEALTH PLAN shall furnish each Member with an identification card with appropriate description indicating the Member's eligibility for certain Covered Services.

- E. Compensation. HEALTH PLAN shall pay to CONSULTING PROVIDER the compensation set forth in Attachments B and B1, for Covered Services provided to Members by CONSULTING PROVIDER. Clean claims shall be processed and paid in accordance with applicable state regulations.
- F. Confidentiality. HEALTH PLAN shall hold in confidence CONSULTING PROVIDER's charges on file with HEALTH PLAN, and under no circumstances disclose such charges unless legally compelled to do so, or for the purposes of peer or utilization management, or for coordination of benefits.
- G. Orientation and Training Assistance. HEALTH PLAN shall provide assistance in the orientation and training of CONSULTING PROVIDER and his/her office staff in the administrative, utilization management, and quality assurance procedures of HEALTH PLAN.

ARTICLE III. AGREEMENTS OF CONSULTING PROVIDER

A. Health Services.

1. CONSULTING PROVIDER agrees to provide to Members, for the compensation set forth in Attachment B and B1, Consultant Services in his/her office or in other such facilities and locations as are mutually agreed upon by the parties.
2. CONSULTING PROVIDER shall provide Consultant Services to Members for Covered Services only upon referral of a Primary Care Physician or another designee of the HEALTH PLAN. CONSULTING PROVIDER agrees to discuss with, and seek the approval of, the referring Primary Care Physician prior to rendering or arranging any continuing treatment of a Member, including hospitalization, which is beyond the specific treatment authorized by the referring Primary Care Physician's referral authorization.
3. CONSULTING PROVIDER agrees not to refer a Member to another physician, health professional, or other health care provider without the prior concurrence of the referring Primary Care Physician.
4. CONSULTING PROVIDER agrees to use its best efforts to use Plan Providers including specialist physicians, hospitals, extended care facilities and other health care providers in the care of Members. In the event that services required by a Member are not available from such providers, other physicians or providers may be utilized with the prior approval of the Health Plan's Medical Director or his/her designee.
5. CONSULTING PROVIDER agrees to submit to referring Primary Care Physician, a report of the treatment, if any, provided to such Member. Such reports may initially be given to referring Primary Care Physician verbally, provided that a written report is sent within ten (10) working days following the treatment. Reports shall be in a form acceptable to HEALTH PLAN.
6. CONSULTING PROVIDER agrees to abide by the terms of the Primary Care Physician Agreement relating to self-referral care provided to any Members for whom CONSULTING PROVIDER is also such Members' Primary Care Physician.
7. CONSULTING PROVIDER agrees in emergency (life-threatening) situations to provide necessary emergency services. In those situations, CONSULTING PROVIDER agrees to notify Primary Care Physician within 24 hours.
8. If CONSULTING PROVIDER's compensation is by capitation, CONSULTING PROVIDER agrees to maintain responsibility to provide, or arrange for, the appropriate and cost effective provision of health care to Members on a 24 hours a day, 7 days per week basis for afterhours urgent or emergent care. CONSULTING PROVIDER agrees to establish alternative coverage, during times of CONSULTING PROVIDER's non-availability; the cost for such alternative coverage shall be the responsibility of CONSULTING PROVIDER.

- B. Hospital Admissions. In cases where a Member requires non-emergency hospital admission, CONSULTING PROVIDER agrees to have the referring Primary Care Physician secure prior authorization for such admission from the Medical Director or his/her designee, certifying the Covered Services and the number of inpatient days authorized under the Managed Care Program. In addition, CONSULTING PROVIDER agrees

not to extend the initial length of stay authorized by HEALTH PLAN without Prior Authorization from HEALTH PLAN'S Medical Director or his/her designee.

- C. Aberrant Bedday Determination and Sanctions. Hospital stay Aberrant Beddays shall be identified by HEALTH PLAN's Utilization Management Department and an Aberrant Bedday report stating the number of Aberrant Beddays and the CONSULTING PROVIDER responsible for these days shall be sent to the Medical Director, and the Utilization Management committee. After a full and complete review of this report and the reasons therefore, the CONSULTING PROVIDER responsible for the Aberrant Beddays will be given a verbal warning for the first time he/she has created Aberrant Beddays, a written warning for the second such incident and for all Aberrant Beddays created thereafter, financial sanctions will be assessed against this CONSULTING PROVIDER. The financial sanctions will be determined by the Utilization Management Committee or other designated committee as determined by HEALTH PLAN. A provider subject to financial sanctions may appeal this decision, prior to the sanctions being implemented, to the Medical Director. The decision of the Medical Director will be final.

D. Prior Authorization.

1. CONSULTING PROVIDER agrees to comply with HEALTH PLAN's Managed Care Program and to obtain Prior Authorization from HEALTH PLAN for specified non-emergent inpatient and outpatient Covered Services.
2. CONSULTING PROVIDER understands that Prior Authorization is approved by HEALTH PLAN based upon the current information that has been made available to HEALTH PLAN. Any payment for Medically Necessary Covered Services is subject to all of the terms of this Agreement and all provision of the Member's Evidence of Coverage, including Member eligibility, Primary Care Physician referral compliance with HEALTH PLAN'S Managed Care Program, contractual limitations and exclusions, and coordination of benefits.

E. Physician-Patient Communication.

1. CONSULTING PROVIDER shall have the right and is encouraged to discuss with his or her patients pertinent details regarding the diagnosis of the patient's condition, the nature and purpose of any recommended procedure, the potential risks and benefits of any recommended treatment, and any reasonable alternatives to such recommended treatment regardless of benefit coverage limitations.
2. CONSULTING PROVIDER's obligations not to disclose Proprietary Information do not apply to any disclosures made to a patient determined by CONSULTING PROVIDER to be necessary or appropriate for the diagnosis and care of a patient, except to the extent such disclosure would otherwise violate CONSULTING PROVIDER's legal or ethical obligations.
3. CONSULTING PROVIDER is encouraged to discuss reimbursement methodology with his or her patients, subject only to CONSULTING PROVIDER's general contractual and ethical obligations not to make false or misleading statements. Accordingly, proprietary information does not include descriptions of the Compensation System methodology under which CONSULTING PROVIDER is reimbursed, although such Proprietary Information does include the specific rates paid by HEALTH PLAN due to their competitively sensitive nature.

- F. Claim Review. CONSULTING PROVIDER agrees that HEALTH PLAN shall have the right to determine the Medical Necessity and the accuracy of all claims reported for services provided to Members by CONSULTING PROVIDER through the use of HEALTH PLAN's committees, Medical Director and/or consultants and claims editing software utilized for claims adjudication. HEALTH PLAN shall have the right to refuse payment for services determined to be not Medically Necessary. CONSULTING PROVIDER should have the right to appeal or down code if they agree with the decision.

G. Charges to Members.

1. CONSULTING PROVIDER agrees to collect applicable copayments, if any, from Members at the time services are provided by the CONSULTING PROVIDER. Except for the collection of copayments as set forth above, the CONSULTING PROVIDER shall look only to HEALTH PLAN

for compensation for Medically Necessary Covered Services. In addition, CONSULTING PROVIDER shall under no circumstances, including the termination of this Agreement or the insolvency of HEALTH PLAN, assert any claim for compensation against Members for Covered Services in excess of applicable copayments. However, CONSULTING PROVIDER may provide additional, non-Covered Services to Members, provided that the Member clearly understands that such services are not Covered Services and that HEALTH PLAN shall not pay for such services. This section shall supersede any other written or oral contrary agreement between CONSULTING PROVIDER and Member that conflict with this section of the Agreement.

2. CONSULTING PROVIDER agrees that applicable copayments collected by CONSULTING PROVIDER shall be as set forth in the current Members' Schedule of Benefits, which may be amended from time to time by HEALTH PLAN.
3. CONSULTING PROVIDER will not bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member/Subscriber who is eligible for both Medicare and Medicaid, or his or her representative, or HEALTH PLAN for Medicare Part A and B cost sharing (e.g., copays, deductibles, coinsurance) when the state is responsible for paying such amounts. CONSULTING PROVIDER will either: (a) accept payment made by or on behalf of HEALTH PLAN; or (b) bill the appropriate state source for such cost sharing amount.

H. Records and Reports.

1. CONSULTING PROVIDER shall submit claims or encounter reports to HEALTH PLAN for Covered Services rendered to Members which include such statistical and descriptive medical and patient data and identifying information as specified by HEALTH PLAN. All statements shall specify procedures accomplished using procedure codes in the most recent Physician's Current Procedural Terminology (CPT). CONSULTING PROVIDER shall maintain such records and provide at usual and customary charge, hard copies of such medical, financial and administrative information to HEALTH PLAN and state and federal government agencies as may be necessary for compliance by HEALTH PLAN with state and federal law, as well as for HEALTH PLAN program management purposes. CONSULTING PROVIDER shall maintain medical records in accordance with any applicable state and/or federal laws or regulations. This includes maintaining medical records for a period of time which complies with CMS's medical record retention requirement. As of the effective date of this Agreement the CMS medical record retention requirement is (ten) 10 years. CONSULTING PROVIDER understands that this medical record retention requirement is subject to change at the discretion of CMS and it is CONSULTING PROVIDER's responsibility to ensure compliance with any future modified medical record retention requirements mandated by CMS. HEALTH PLAN and applicable state and federal government agencies shall have access at reasonable times to the books, records, and papers of the CONSULTING PROVIDER relating to the Consultant Services provided Members and to the cost thereof, and to copayments received by CONSULTING PROVIDER from Members for Covered Services.
2. CONSULTING PROVIDER shall cooperate with HEALTH PLAN in its compilation of quarterly, and all other reports, contracts, or other information required of HEALTH PLAN by NCQA or any other accreditation or regulatory agency, including without limitation, all information contained in HEDIS data fields applicable to services. For these purposes, CONSULTING PROVIDER shall use any format reasonably required by HEALTH PLAN.
3. CONSULTING PROVIDER shall submit claims for all Covered Services directly to HEALTH PLAN, together with any required referral authorizations signed by the appropriate referring Primary Care Physician, within thirty (30) days of the date of service but, in any event, no later than ninety (90) days following the date of service. Claims which are not submitted within this timely filing period or with incomplete or inaccurate information shall not be honored for payment. CONSULTING PROVIDER agrees not to bill HEALTH PLAN or Members for services associated with such claims. This provision shall not apply to any claim wherein HEALTH PLAN was the cause of the delay. CONSULTING PROVIDER certifies the accuracy, completeness and truthfulness of claims and/or encounter data.
4. CONSULTING PROVIDER shall maintain a medical record for each Member in accordance with

the requirements established by HEALTH PLAN. Medical records of Members will include reports from referral providers, discharge summaries, records of emergency care received by the Member and such other information as HEALTH PLAN requires, including documentation of whether or not the Member has executed an Advance Directive in accordance with the Omnibus Budget Reconciliation Act of 1990, Public Law 101-508. Medical records of Members shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. CONSULTING PROVIDER agrees to safeguard Insured's privacy and confidentiality and assure accuracy of medical records. In the event of termination of this Agreement, CONSULTING PROVIDER shall cooperate with the transfer of Member's medical records to Member's new HEALTH PLAN provider. This provision is intended to apply only when a new treating physician or provider has a medical need for such medical records.

I. Provision of Services and Professional Requirements.

1. CONSULTING PROVIDER agrees, insofar as the scope of CONSULTING PROVIDER's practice permits, (a) not to differentiate or discriminate in the treatment of patients or in the quality of services delivered to Members on the basis of race, gender, age, religion, place of residence, health status, health care needs or source of payment, and (b) to observe, protect and promote the rights of Members as patients.
2. CONSULTING PROVIDER agrees that all duties performed hereunder shall be consistent with the proper practice of medicine, and related healing arts, and that such duties shall be performed in accordance with the customary rules of ethics and conduct of such bodies, formal or informal, governmental or otherwise, from which CONSULTING PROVIDER seeks advice and guidance or to which he/she is subject to licensing and control.
3. CONSULTING PROVIDER agrees, to the extent feasible, to utilize such additional allied health and other qualified personnel who are also Plan Providers as are available and appropriate for effective and efficient delivery of health care. CONSULTING PROVIDER agrees to provide clean facilities and equipment; maintain adequate, courteous, neat, consumer-oriented, properly credentialed staff; maintain orderly and efficient systems for receiving patients; maintain orderly and efficient systems for the provision of patient services; and maintain medical records. CONSULTING PROVIDER agrees to allow HEALTH PLAN'S Medical Director, or his designee, to inspect Medical facilities, equipment and HEALTH PLAN Members' medical records, and review all phases of professional ancillary care provided to Members by CONSULTING PROVIDER.
4. CONSULTING PROVIDER agrees that the Covered Services provided hereunder will be made available and accessible to Members promptly and in a manner which assures continuity and quality of care.
5. CONSULTING PROVIDER understands that HEALTH PLAN may be required to provide CMS with the care/treatment plan for Medicare enrollees with complex medical conditions. CONSULTING PROVIDER agrees to cooperate with HEALTH PLAN to ensure compliance with this requirement.

- J. Insurance. CONSULTING PROVIDER, at its sole expense, shall maintain self-insurance coverage as provided by Chapter 41 of the Nevada Revised Statutes for purpose of general liability, professional liability and other insurance, as may be necessary to insure it and its employees against any claims for damages arising by reason of personal injuries or death occasioned, directly or indirectly, in connection with this Agreement. Each of such policies shall be in amounts as required by Nevada State law. Appropriate certificates of such insurance shall be delivered to Health Plan upon request. CONSULTING PROVIDER is operated by Clark County pursuant to the Provisions of Chapter 450 of the Nevada Revised Statutes. Clark County and CONSULTING PROVIDER are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Memorandum copies of the above insurance policies shall be provided upon HEALTH PLAN's request.

K. Administration.

1. CONSULTING PROVIDER agrees to abide by the administrative, claim, Quality Management and Managed Care Program policies and procedures of HEALTH PLAN as may be published and distributed from time to time in policy statements, newsletters, and other communications to CONSULTING PROVIDER.
2. CONSULTING PROVIDER acknowledges the importance of quality management systems in providing superior customer service. Therefore, CONSULTING PROVIDER shall, with the support of HEALTH PLAN cooperate in a quality management program to ensure quality customer service and further agrees that HEALTH PLAN may use CONSULTING PROVIDER's performance data as deemed appropriate by HEALTH PLAN. CONSULTING PROVIDER and HEALTH PLAN agree that quality management programs may address, but are not limited to the following: administrative services, access to health care services, utilization management, clinical quality assessment, CONSULTING PROVIDER and HEALTH PLAN administrative interface, and management information and report systems.
3. CONSULTING PROVIDER agrees to cooperate fully in HEALTH PLAN's credentialing and recredentialing processes and agrees to abide by HEALTH PLAN's credentialing and recredentialing policies.
4. If CONSULTING PROVIDER is a group practice, CONSULTING PROVIDER agrees to notify HEALTH PLAN each time CONSULTING PROVIDER adds additional practitioners to the group practice. CONSULTING PROVIDER agrees that HEALTH PLAN shall have the sole option at anytime of notifying CONSULTING PROVIDER that practitioners will not be considered a party to this Agreement. CONSULTING PROVIDER agrees that HEALTH PLAN has no obligation to pay for services rendered to Members by such non-authorized practitioners. CONSULTING PROVIDER further agrees that reimbursement for said services cannot be sought from the Member.
5. CONSULTING PROVIDER agrees to comply with the Quality Management Program for both hospital-based and office-based care. This includes but is not limited to: Random office and hospital review and case specific review, appropriate response to issues identified by HEALTH PLAN or governmental agencies, and cooperation with HEALTH PLAN and quality management mechanisms. CONSULTING PROVIDER will respond appropriately to all quality-referred issues within a reasonable time frame but not to exceed 14 days of receipt. Failure to comply can result in financial disincentives or termination of this Agreement. HEALTH PLAN shall pay usual and customary charge for hard copies of Members medical records.
6. CONSULTING PROVIDER agrees to immediately notify HEALTH PLAN of any action affecting his/her license(s) to practice, including but not limited to any limitation, restriction, suspension or revocation. CONSULTING PROVIDER also agrees to immediately notify HEALTH PLAN of any action affecting his/her hospital privileges at any hospital, including but not limited to any limitation, restriction, suspension or revocation. If CONSULTING PROVIDER is a group practice, CONSULTING PROVIDER agrees to notify HEALTH PLAN if a physician is terminated from the group practice for quality reasons.
7. CONSULTING PROVIDER agrees that HEALTH PLAN reserves the right to conduct periodic audits and/or site surveys for the purpose of evaluating compliance with quality management standards.
8. CONSULTING PROVIDER agrees to cooperate with, participate in, and comply with all final determinations of any internal peer review, quality assurance review, external audit review, and grievance review procedures, as may be established by HEALTH PLAN.
9. CONSULTING PROVIDER agrees that HEALTH PLAN may use CONSULTING PROVIDER name, address, phone number, type of practice and an indication of CONSULTING PROVIDER willingness to accept additional Members in HEALTH PLAN's roster of Plan Providers
10. CONSULTING PROVIDER agrees to cooperate with HEALTH PLAN's administrative procedures

in the coordination of benefits with third party payers. Third party payers include, but are not limited to, workers' compensation carriers, auto insurance carriers and other insurance carriers who may be responsible for all or a portion of a claim for services provided to a Member.

11. CONSULTING PROVIDER agrees that CONSULTING PROVIDER will ensure all subcontractors abide by the terms and conditions set forth in this Agreement, including, compliance with all state, federal and CMS laws and regulations.
12. CONSULTING PROVIDER agrees not to solicit HEALTH PLAN members into any other Health Maintenance Organization, Preferred Provider Organization, managed care/alternative delivery system, or prepaid health care delivery network.
13. CONSULTING PROVIDER will not knowingly or directly advise any Member to disenroll from HEALTH PLAN and will not solicit any Member or the Member's employer to become enrolled with any other health maintenance organization, provider organization, CONSULTING PROVIDER itself or any other similar hospitalization or medical payment plan or insurance program. CONSULTING PROVIDER shall use its best efforts to ensure that no employee of CONSULTING PROVIDER or subcontractor of the CONSULTING PROVIDER makes any derogatory remarks regarding HEALTH PLAN to any Member.
14. CONSULTING PROVIDER agrees, in the event that CONSULTING PROVIDER violates Article III, Sections A, B, C or D of this Agreement, the excess charges for all such services will be the responsibility of CONSULTING PROVIDER. HEALTH PLAN may request a refund for any excess charges.
15. If CONSULTING PROVIDER is a group practice, then whenever a physician leaves the group practice, the physician shall no longer provide Covered Services to Members unless he/she executes a new CONSULTING PROVIDER Agreement with HEALTH PLAN.
16. CONSULTING PROVIDER acknowledges that HEALTH PLAN must comply with Centers for Medicare and Medicaid Services (CMS) regulations governing physician incentive plans, 42 C.F.R section 417.479, and agree to cooperate in all activities necessary to achieve and maintain such compliance, including the provision of all necessary information. Upon the execution of this Agreement, and upon request thereafter, CONSULTING PROVIDER will provide HEALTH PLAN with a written description of the methodology it uses to distribute income to participating provider physicians. CONSULTING PROVIDER will give HEALTH PLAN prior written notice of any changes in that methodology, including a description of the new methodology. CONSULTING PROVIDER also agrees to provide HEALTH PLAN with any information requested by HEALTH PLAN to demonstrate compliance with this subsection. CONSULTING PROVIDER warrants and represents that it uses a methodology for distributing to participating provider physicians payments it receives under this Agreement (including risk and sharing surplus) that reasonably reflects the amount of compensation paid to CONSULTING PROVIDER by HEALTH PLAN for providing care to Members. The parties agree to amend this AGREEMENT from time to time, if necessary, to maintain compliance with changes in CMS's physician incentive plan regulations.
17. CONSULTING PROVIDER does not now and shall not during the life of this agreement employ or contract with individuals excluded from participation in Medicare under section 1128 or 1128A of the Social Security Act.
18. CONSULTING PROVIDER agrees that HEALTH PLAN may include or exclude CONSULTING PROVIDER and/or any CONSULTING PROVIDER physician(s) in any panel of providers presented by HEALTH PLAN to any client or Member at the sole discretion of HEALTH PLAN at any time while this Agreement is in effect. CONSULTING PROVIDER further understands that CONSULTING PROVIDER and/or any CONSULTING PROVIDER physicians may be included in or excluded from any particular product, at the sole discretion of HEALTH PLAN, which HEALTH PLAN may make available in the market to any client, Member or other population at any time while this Agreement is in effect. In consideration of this Agreement, CONSULTING PROVIDER further understands that HEALTH PLAN is not guaranteeing whether CONSULTING PROVIDER and/or any CONSULTING PROVIDER physicians will be

included in or excluded from any particular panel and/or product or that CONSULTING PROVIDER and/or any CONSULTING PROVIDER physicians will be included in all such panels and/or products.

- L. Electronic Data Interface. CONSULTING PROVIDER agrees to comply with HEALTH PLAN's electronic data interface, and/or electronic information exchange network for purposes including, but not limited to, claims submission, claims payment, membership eligibility reporting, referrals and prior authorizations. The cost of establishing and maintaining this electronic data interface with HEALTH PLAN shall be the responsibility of the CONSULTING PROVIDER.
- M. CONSULTING PROVIDER Compliance. CONSULTING PROVIDER represents and warrants to HEALTH PLAN that, at all times, CONSULTING PROVIDER will remain in compliance with all federal, state, local and all laws and regulations and the regulations of any applicable accrediting agencies.

ARTICLE IV. GENERAL PROVISIONS

- A. Modifications of this Agreement. This Agreement may be modified at any time by mutual written agreement of the parties.
- B. Interpretation. This Agreement shall be governed by the applicable laws of the State of Nevada and the Federal Health Maintenance Organization Act of 1973, as amended, 42 U.S.C. 300e et seq. The invalidity or unenforceability of any terms or conditions hereof shall in no way affect the validity or enforceability of any other terms or provisions. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
- C. Assignment. This Agreement, being intended to secure the services of the CONSULTING PROVIDER, shall not be assigned by either party without the written consent of the parties.
- D. Relationship of Parties. None of the provisions of this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, representative or joint venture of the other.
- E. Provider Incentives. Both HEALTH PLAN and the CONSULTING PROVIDER understand and agree that any payment made directly or indirectly to the CONSULTING PROVIDER under any CONSULTING PROVIDER incentive provisions set forth in the Agreement are not made as an inducement to reduce or limit medically necessary services to any specific HEALTH PLAN Member.
- F. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) may, upon application of any party, provide for discovery pursuant to the Nevada Rules of Civil Procedure, except that Rule 16.1 shall not be applicable to the arbitration proceeding and the right to discovery granted in Nevada Rule of Civil Procedure 26(a) shall not be dependent on compliance with such rule 16.1. The arbitration shall be conducted at Las Vegas, Nevada, and the parties shall jointly and equally bear all costs thereof, including the fees of the arbitrator(s), but each party shall pay its own costs and expenses incurred in the conduct of the arbitration, including attorney's fees.
- G. Indemnification. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from its activities performed pursuant to this Agreement.
 - 1. HEALTH PLAN shall indemnify and hold CONSULTING PROVIDER harmless from and against any and all liability, losses, damages, claims or cause of actions and expenses connected therewith (including reasonable attorney's fees and court costs) caused or asserted to have been caused directly or indirectly as a result of (a) HEALTH PLAN's failure to perform its obligations under the terms of this Agreement, or (b) the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engaged or retained by HEALTH PLAN to discharge its obligations under this Agreement.

2. CONSULTING PROVIDER agrees to the extent expressly authorized by Nevada law to indemnify and hold HEALTH PLAN harmless from and against any and all liability, losses, damages, claims, or causes of action, and expenses connected therewith (including reasonable attorney fees and court costs), caused or asserted to have been caused, directly or indirectly, by or as a result of CONSULTING PROVIDER's failure to perform their obligations under the terms of this Agreement, or (b) the negligent and/or intentional actions of officers, employees, servants, agents, representatives, or any person directly engage or retained by CONSULTING PROVIDER to discharge their obligations under this Agreement.
- H. No Presumption Against Drafter. It is agreed between the parties that this Agreement was jointly negotiated and jointly drafted by the parties and their respective attorneys and that it shall not be interpreted or construed in favor of, or against, any party on the grounds that said party drafted the Agreement.
- I. Successor in Interest. In the event all or substantially all of the assets of either party to this Agreement are acquired by another party, all the rights and obligations under this Agreement shall inure to the benefit of such successor in interest.
- J. Confidentiality.
1. Health Plan acknowledges that Hospital is public county-owned hospital which is subject to the provisions of the Nevada Public Records Act. Nevada Revised Statutes Chapter 239 and as such its contracts are public documents available to copying and inspection by the public. This Agreement shall not become effective until it is presented to, and approved during a public meeting of Hospital's governing board. If Hospital received a demand for the disclosure of any information related to this Agreement which Health Plan has claimed to be confidential and proprietary, such as Health Plan programs, services business practices or procedures, Hospital will immediately notify Health Plan of such demand and Health Plan shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Health Plan's shall indemnify and defend Hospital from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Health Plan document in Hospital's custody and control in which Health Plan claims to be confidential and proprietary.

As used in this Agreement, the term "Confidential Information" means any and all data and information, whether printed, written, oral or electronically stored or reproduced relating to the business of both parties which is not generally known to each other's competitors and which is treated as confidential by both parties. However, Confidential Information does not include any information which is already known by the receiving party at the time it is disclosed, or which (a) has become generally known or available to the public through no wrongful act of either party; (b) has been approved for release to the general public by written authorization of the party providing the information; (c) has been finally ordered to be disclosed by government authority, court order or duly authorized subpoena provided that each party shall first have given written notice to the other party of such ordered disclosure to the extent practicable and providing the other party the opportunity to seek to protect the confidentiality of the information required to be disclosed; (d) is required to be disclosed by any law, rule or regulation or by applicable regulatory or professional standards; or (e) is developed by either party independently of any disclosures of such information made by each other.

2. During the term of this Agreement and thereafter, HEALTH PLAN and CONSULTING PROVIDER shall ensure that directors, officers, employees, contractors and agents hold Confidential Information including but not limited to the content of this Agreement, of the other in the strictest confidence and in accordance with state and federal law, except as required in the performance of this Agreement. Both parties agree that disclosure of a party's Confidential Information other than accordance with this section shall cause irreparable injury to such party, and the non-breaching party shall be entitled, without limitation, to injunctive relief to prevent the other party's breach of this section, in addition to such measurable damages as may be incurred. This section shall survive the termination of this Agreement. CONSULTING PROVIDER shall keep strictly confidential all compensation Agreements set forth in this Agreement, except that this provision does not preclude disclosure of the method of compensation, e.g., fee-for-service, capitation, share risk pool, DRG or per diem. HEALTH PLAN and CONSULTING PROVIDER agree that nothing in this Agreement shall be construed as a limitation of CONSULTING PROVIDER's rights or obligation to discuss with any Member matters pertaining to the Member's

health.

- K. Corporate Compliance Program. HEALTH PLAN recognizes that it is essential to the core values of CONSULTING PROVIDER that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, HEALTH PLAN agrees at all times to comply with all applicable federal and state laws and regulation in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of CONSULTING PROVIDER, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to HEALTH PLAN upon request.
- K. CMS Compliance. HEALTH PLAN oversees and is accountable to CMS for any functions and responsibilities described in the CMS regulations.
- L. This Agreement does not supersede the existing agreement[s] under which CONSULTING PROVIDER participates in a network for United Healthcare Insurance Company and its affiliates. The United agreement[s] will remain in effect until terminated in accordance with its provisions, and will continue to apply as it did prior to the execution of this Agreement.

ARTICLE V. TERM AND TERMINATION

- A. This Agreement shall become effective upon the date of execution as set forth on the signature page and shall remain in effect until 11:59pm on December 31, 2028 (Initial Term”) unless terminated sooner in accordance with the provision of this Agreement.
- B. Either party may terminate this Agreement by giving one hundred and eighty (180) days prior written notice to the other party, except as provided in Paragraphs C, D and E of this Article, or otherwise specifically provided for elsewhere in this Agreement.
- C. This Agreement may be terminated by either party at any time for material breach on the part of the other party of any terms of this Agreement, by giving thirty (30) days written notice to the other party. If the breaching party does not cure the breach to the satisfaction of the terminating party within thirty (30) days of the notice date, the Agreement shall become effectively terminated at the end of such thirty (30) day notice period.
- D. This Agreement shall terminate immediately if CONSULTING PROVIDER is censured, placed on probation, or has his/her license to practice suspended, revoked, or nullified in any state in which CONSULTING PROVIDER actively practices or practiced. It shall also terminate immediately in the event CONSULTING PROVIDER is convicted of a felony or is expelled or suspended from the Medicare or Medicaid programs (Titles XVIII or XIX of the Social Security Act). Additionally, it shall also terminate immediately in the event CONSULTING PROVIDER fails to meet the quality standards which includes successful completion of credentialing and recredentialing as specified in Article III, Section K, 3. If CONSULTING PROVIDER is an associate of a group practice, HEALTH PLAN shall have the option to terminate participation of specific CONSULTING PROVIDER or the agreement with the group practice.

D.1 Termination of a CONSULTING PROVIDER'S individual Plan Provider from this Agreement if CONSULTING PROVIDER is a group practice.

HEALTH PLAN may terminate any individual Plan Provider from this Agreement without cause by providing CONSULTING PROVIDER ninety (90) days advance written notice.

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HEALTH PLAN may also immediately terminate from this Agreement any CONSULTING PROVIDER individual Plan Provider under this Agreement, upon becoming aware of any of the following:

- i) the suspension, revocation, condition, limitation, qualification or other material restriction on an individual Plan Provider's license, certification and/or permit by any government agency under which the individual Plan Provider is authorized to provide health care services;
- ii) the suspension, revocation, condition, limitation, qualification or other material restriction of an individual Plan Provider's staff privileges at any licensed hospital, nursing home or other facility at

which the individual Plan Provider has staff privileges during the term of this Agreement;

iii) any criminal charge related to the practice of individual Plan Provider profession or for an indictment, arrest, or conviction for a felony; or

iv) a sanction imposed by any governmental agency or authority, including Medicare or Medicaid.

- E. If this Agreement is terminated pursuant to Paragraphs B, C, D or E of this Article, or in the event of insolvency of HEALTH PLAN, the rights of each party shall terminate, provided, however, that such action shall not release CONSULTING PROVIDER or HEALTH PLAN of their obligations with respect to:
1. payments accrued to the CONSULTING PROVIDER prior to termination; and
 2. CONSULTING PROVIDER's agreement not to seek compensation from Members for Covered Services provided prior to termination or insolvency; and
 3. completion of treatment of Members then receiving care until continuation of the Members' care can be arranged by HEALTH PLAN; and
 4. completion, in the case of insolvency, of Medically Necessary Covered Services for the premium-paid period for which Member has made prepayment, or on whose behalf prepayment has been made.
- F. In the event of notice of termination, HEALTH PLAN shall notify Members of such fact and arrange transfer to the care of another consulting physician prior to the effective date of termination. In any event, HEALTH PLAN shall continue to compensate CONSULTING PROVIDER at the rate specified in this contract for those Members who elect to receive services from Consulting Provider during the termination period.
- G. Notice of Insolvency. HEALTH PLAN will provide written notice to CONSULTING PROVIDER as soon as is practicable in the event: (i) that a court determines that HEALTH PLAN is insolvent; or (ii) of any other cessation of operations by HEALTH PLAN.
- H. In the event of insolvency of HEALTH PLAN, HEALTH PLAN shall cooperate with CONSULTING PROVIDER in CONSULTING PROVIDER's attempt to obtain reimbursement from HEALTH PLAN'S reinsurance company.
- I. If this Agreement is terminated, CONSULTING PROVIDER shall continue to provide and be compensated for services provided under the terms of this Agreement to Members who are in a treatment plan or have been prior authorized for any services to be performed by CONSULTING PROVIDER.

ARTICLE VI. NOTICES

All notices required by this Agreement shall be in writing and shall be sent first class mail to the respective parties at their principal office set forth below. However, notice of termination as provided for in Article V shall be sent by certified mail, return receipt requested. The date the notice is sent shall be considered the date of notice.

(This space left intentionally blank.)

Upon execution by both parties, this Agreement and all its Attachments, including but not limited to Attachment B (Compensation), Attachment C (Standards), Attachment D (Utilization Management/Quality Assurance Plans), and Attachment E (Corporate Compliance), shall become effective and shall supersede all previous version(s) of this Agreement, inclusive of all Attachments, Amendments and Exhibits.

The effective date of this Agreement is March 1, 2024

HEALTH PLAN OF NEVADA, INC.

Address: P.O. Box 15645
Las Vegas, NV 89114-5645
(702) 242-7088

1548693127- National Provider Identifier (NPI)

ATTACHMENT A

(To be used only if more than one provider will be providing service under this agreement)

(Name of Individual/Group Provider or Association)

Physicians and Other Providers

For all licensed providers who will be providing care to Members, list full name and title, specialty, state license number, DEA number, UPIN number and Medicare ID number. Please note that your contract cannot be executed and given an effective date until all this information is provided to our office.

(attach separate listing if more convenient)

Name / Address / Phone (include MD, DO, etc.)	Specialty(ties)	State License Number	DEA/ BNDD Number	UPIN Number	*Medicare ID Number	*Fed. Tax ID Number
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See the Attached

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* NOTE: Please include Federal Tax I.D. Number and Medicare I.D. Number for each provider unless all providers in the group use a single common I.D. number(s) for billing and identification purposes.

ATTACHMENT A

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

ATTACHMENT B

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

ATTACHMENT B.1

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

ATTACHMENT C

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

ATTACHMENT D

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

ATTACHMENT E

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

ATTACHMENT F

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

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

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

 Signature Asst. Secretary Title	 Print Name Heather Long Date 11/15/22
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DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Page 99 of 296

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	In-Hospital Services Agreement with Fresenius Kidney Care of Nevada, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the In-Hospital Services Agreement with Fresenius Kidney Care of Nevada, LLC for hospital dialysis services; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000719000	Funded Pgm/Grant: N/A
Description: Hospital Dialysis Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 3/1/24 – 3/1/25, with (4) annual auto-renewals unless terminated 90 days before expiration of term	
Amount: \$4,320,000 annually, based upon estimated usage	
Out Clause: 90 days w/o cause at any time	

BACKGROUND:

This request is for UMC to enter into an In-Hospital Dialysis Services Agreement (“Agreement”) with Fresenius Kidney Care of Nevada, LLC (“Fresenius”) to provide inpatient dialysis services for patients in the hospital setting. Additionally, Fresenius offers continuous renal replacement therapy (CRRT), a standard of care which improves patient outcomes and the quality of a patient’s overall experience. CRRT has a shorter treatment time than SLED (sustained low-efficiency dialysis), which will allow UMC to provide this service to more patients.

The services under the Agreement will be performed by non-physician employees or contractors of Fresenius, all of whom will be either duly licensed and qualified nurses or qualified technicians trained in extracorporeal therapy including dialysis. Additionally, Fresenius will provide the equipment and most of the supplies necessary to render dialysis services under the Agreement. The term of the Agreement shall be for one year with yearly auto-renewals unless either party provides a 90- day notice of nonrenewal prior to expiration of the term. Either party may terminate the agreement without cause at any time by providing a 90-day written notice to the other party.

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 March 20, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 27, 2024

Agenda Item #

7

IN-HOSPITAL SERVICES AGREEMENT

This In-Hospital Services Agreement (“**Agreement**”), effective March 1, 2024 (“**Effective Date**”), is by and between Fresenius Kidney Care Nevada, LLC (“**Company**”) and University Medical Center of Southern Nevada (“**Hospital**”), on behalf of itself and the hospital facility set forth below.

WHEREAS, Hospital owns and operates the following licensed hospital facilities (each, a “**Facility**” and collectively, “**Facilities**”), which are the subject of the Agreement:

Hospital Facility		
Hospital Facility Name	Hospital Facility Address	Company’s SAP Number (for Company’s internal use)
University Medical Center of Southern Nevada	1800 W Charleston Blvd. Las Vegas, NV 89102	

; and

WHEREAS, the parties have continued to operate under the terms of their previous In-Hospital Dialysis Services Agreement effective February 1, 2021, which terms and conditions remain in full force and effect until the Effective Date of this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained herein, intending to be legally bound hereby, it is understood and agreed upon by and between the parties as follows:

1. ENGAGEMENT. Hospital hereby engages Company to perform the in-hospital dialysis treatments listed on Exhibit A (“**Services**”) for patients of Hospital (“**Patients**”) in accordance with the terms and conditions set forth herein.

2. DUTIES OF COMPANY.

2.01 Services. Company shall provide Services to Patients in accordance with the written treatment orders of licensed attending physicians, each of whom is duly credentialed by Hospital and in good standing on Hospital’s medical staff (“**Approved Physician**”). Company shall be entitled to treat any order for Services it receives from Hospital as having been written by an Approved Physician in accordance with the terms of the Agreement. The rates set forth on Exhibit A are not applicable to intraoperative procedures and are for adult Services only, unless specified as applicable to pediatric Services.

2.02 Schedule. Company and Hospital shall agree upon the process by which Hospital will notify Company of a request for Services.

a. Hemodialysis Services During Regular Business Hours. Company will provide hemodialysis treatments at Hospital during the service hours set forth on Exhibit A (“**Regular Business Hours**”) at scheduled times

mutually agreed upon by Company and Hospital with respect to each Patient.

- b. Hemodialysis Services Outside of Regular Business Hours. Outside of Regular Business Hours, Company shall use good faith, reasonable efforts to arrive at Hospital within 6 hours of notice of a request for Services.
- c. Emergency Hemodialysis Services Outside of Regular Business Hours. Outside of Regular Business Hours, Company shall use good faith, reasonable efforts to arrive at Hospital within 2 hours of notice that emergency hemodialysis, as indicated by at least one of the following criteria (each, a “**Hemodialysis Emergency**”), is required:
 - i. Patient is experiencing at least one of the following conditions:
 - 1) Hyperkalemia: Patient with a $K > 6.5$, or Patient with a $K \geq 6.0$ and ECG changes;
 - 2) Fluid overload with presence of pulmonary edema via radiography and O₂ Sats $< 90\%$ on 3L O₂ or associated with angina;
 - 3) Metabolic acidosis with $pH < 7.3$;
 - 4) Drug overdose requiring hemodialysis; or
 - ii. An Approved Physician indicates that, for medical reasons, treatment initiation may not be delayed until Regular Business Hours.

If for medical reasons, a Hemodialysis Emergency requires Company to arrive sooner than within 2 hours of notification, Hospital shall inform Company of the urgent need for care, and Company shall arrive at Hospital as soon as reasonably possible. Hospital shall inform Approved Physicians and any additional relevant Hospital medical personnel of the Hemodialysis Emergency criteria set forth in this Section 2.02(c).

- d. Non-Hemodialysis Services. For Services other than hemodialysis, Company will provide treatment at scheduled times mutually agreed upon by Company and Hospital with respect to each Patient, and in accordance with the rates set forth on Exhibit A. If medical reasons necessitate initiation of such Services outside of Regular Business Hours, Company shall use good faith, reasonable efforts to arrive at Hospital within 6 hours of such notification by Hospital. If for medical reasons, initiation of such Services requires Company to arrive sooner than within 6 hours of notification, Hospital shall inform Company of the urgent need for care, and Company shall arrive at Hospital as soon as reasonably possible.

2.03 Supplies & Equipment Provided by Company.

- a. Company shall furnish the supplies listed on Exhibit B and shall provide equipment necessary to render Services, which may include but are not limited to portable dialysis machines, plumbing fittings necessary to utilize Hospital's water supply, and, unless Company will utilize a central reverse osmosis system ("**Central RO**"), portable water treatment and ancillary equipment ("**Portable ROs**"). Company is responsible for maintenance and repairs of the equipment it provides, consistent with manufacturers' guidelines and applicable industry standards. In the event Company provides a Central RO, the Central RO shall remain the exclusive property of Company. Upon expiration or termination of the Agreement, Company will remove the Central RO from Hospital, or, if the parties mutually agree, Hospital may purchase it (or may permit a third-party to purchase it in furtherance of services such third-party will provide to Hospital) from Company for a price consistent with fair market value. In the event Hospital has a central reverse osmosis system ("**Hospital RO System**"), Company will determine in its sole discretion whether such Hospital RO System is appropriate for use in performing Services. To facilitate such determination, Hospital shall provide, upon Company's request, the following: (i) access to the Hospital RO System for inspection; (ii) detailed plumbing diagram of the purified water distribution system, including materials of construction; and (iii) no less than 2 years (or all existing) records of maintenance, monitoring, and repairs. In the event Company utilizes Hospital RO System, Company will (i) perform all routine maintenance to such Hospital RO System in accordance with the Association for the Advancement of Medical Instrumentation ("**AAMI**") standards, manufacturers' instructions for use ("**IFUs**"), applicable regulatory requirements, industry standards, and Company's policies and procedures ("**Routine Maintenance**"), (ii) conduct all repairs consistent with IFUs and Company's policies and procedures, and (iii) invoice Hospital at rates consistent with fair market value for (1) parts, repairs, and maintenance not included in Routine Maintenance by applicable industry standards, and labor for such repairs and maintenance and/or (2) labor for performance of Routine Maintenance necessitated by non-standard characteristics of Hospital RO System. If Company determines at any time that Hospital RO System is not functioning in a manner allowing for Services to be provided safely, Company shall provide Portable ROs as soon as reasonably possible. Hospital shall make alternative treatment arrangements for Patients until Company provides such Portable ROs.
- b. Company may in its sole discretion substitute any of the supplies or equipment it provides with no less than equivalent items. Company will provide written notice to Hospital before removing or replacing CRRT machines.

- 2.04 Company Staff. Services shall be performed by non-physician employees or contractors of Company, all of whom are duly licensed and qualified nurses and/or qualified technicians trained in extracorporeal therapy, including dialysis, and who are, as applicable, licensed in accordance with state licensure requirements (“**Company Staff**”). Hospital shall inform all relevant Hospital personnel of the terms of subsections (a) through (d) of this Section 2.04.
- a. Control. Company has the authority to make all decisions regarding Company Staff, including but not limited to, hiring, firing, credentialing, and scheduling. Company will manage any complaints about its staff and give feedback to the Hospital.
 - b. Company Training. Company Staff shall complete Company’s training in infection control, safety, and bloodborne pathogens and shall comply with Company’s applicable infection control policies. Company Staff shall complete Company’s training on health care regulatory compliance (“**Compliance**”), including patient information privacy as required under the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing regulations. These trainings shall fulfill any such Hospital training requirements.
 - c. Credentialing. Company shall ensure that each Company Staff member satisfies the requirements of Company’s credentialing and human resources policies and procedures, which are consistent with the standards of The Joint Commission (“**TJC**”) and other hospital accreditation organizations (each an “**Accrediting Agency**” and, collectively, “**Accrediting Agencies**”) for contracted service providers. Company maintains a personnel file for each Company Staff member assigned to Hospital, which contains required credentialing and verification materials. Such personnel files, over which Company shall maintain exclusive control, include certain confidential personal information of Company Staff, including but not limited to, Company Staff performance evaluations, full or partial social security number, date of birth, home address, and personal phone number (“**Sensitive Personal Information**”). Company will not share with Hospital any Sensitive Personal Information and will not share any credentialing materials containing Company Staff’s Sensitive Personal Information without redaction of Sensitive Personal Information. The components and manner in which, Company will share certain personnel file materials with Hospital are set forth on Exhibit D (“**Standard Credentialing Packet**”). Company will only provide credentialing materials not referenced on Exhibit D if required by federal or state statute or regulation, or by an Accrediting Agency. In the event Sensitive Personal Information or any credentialing materials outside the Standard Credentialing Packet are required in the course of an Accrediting Agency’s survey, Company personnel will present such information solely to the relevant surveyor acting on behalf of an Accrediting Agency

(“**Surveyor(s)**”). Hospital shall inform all relevant Hospital personnel of the credentialing terms of this Section 2.04.

- d. Hospital shall accept Company’s Standard Credentialing Packet as sufficient for purposes of permitting Company Staff assigned at Hospital to provide Services. Hospital shall direct all requests relating to Company Staff credentialing materials directly to Company. Hospital shall not request directly from Company Staff or direct Company Staff to provide additional credentialing materials or Sensitive Personal Information for any reason, including but not limited to, granting access to Hospital’s electronic medical record system or issuing an identification badge. Upon request, Company will provide unique numeric identifiers for Company Staff. Hospital’s credentialing of Company Staff shall be consistent with this Section 2.04 and Section 5 hereunder. Unless the parties mutually agree in writing, Hospital shall not require additional credentialing items for Company Staff and shall not require Company or Company Staff to register with a third-party credentialing service.

2.05 Performance of Duties. Company shall perform its obligations as set forth herein in accordance with all applicable federal and state statutes and regulations, including but not limited to, the patient information privacy and security regulations set forth in HIPAA and Accrediting Agencies’ standards.

- a. Policies & Procedures. Company Staff shall perform Services in accordance with Company’s credentialing and Services-related clinical policies and procedures. On other applicable matters, Company will follow Hospital’s policies and procedures, including but not limited to Hospital’s “Contracted/Non-Employee Requirements,” provided that, in the event of conflict, this Agreement and Company’s policies and procedures shall control. Company and Hospital may jointly and mutually develop a written protocol governing specific responsibilities and procedures to be used by Company Staff in rendering Services to Patients, provided that such protocols are consistent with Company’s clinical policies and procedures.
- b. Collaboration. Subject to and in compliance with the terms of this Agreement and all applicable laws and regulations, Company and Hospital will work collaboratively to minimize duplication of Services and increase coordination of Patient care, including, identification of Patients that present to the Hospital emergency room due to missing outpatient treatments and could dialyze in an outpatient clinic. Provider Staff will work collaboratively with Hospital case management personnel to help identify these Patients, and the Hospital will work to place the Patient in the outpatient facility the Patient has been previously admitted to, or to another outpatient facility that could accommodate the Patient. For Patients that are not currently admitted to an outpatient clinic, but could dialyze in an outpatient clinic, those Patients will need to be identified by the Hospital and may be addressed in separate outpatient agreement between Hospital

and the outpatient provider. Potential opportunities for increased treatment efficiencies will be a standing agenda item to be discussed at the quarterly quality management meetings (as provided Section 2.08).

- c. Surveys. Upon request, Company personnel shall present to Surveyors applicable policies, procedures, and techniques pertaining to the methods by which Company renders Services at Hospital. Such policies and procedures will be provided in an electronic format and shall meet Accrediting Agencies' requirements.
 - d. Non-Physician Services. Except as is necessary and related to the provision of Services, Company shall not provide nursing services, medical treatment, and/or other services to Patients. Company and Company Staff shall not undertake or be required to undertake the practice of medicine.
 - e. Dress. Company Staff shall adhere to Hospital dress code and, if requested by Hospital, while on duty at Hospital shall wear badges identifying that they are Company Staff.
- 2.06 Manager. Company shall provide a charge nurse and a manager to perform administrative functions on behalf of Company. The charge nurse and manager shall be responsible for creating the written protocol(s) as described in Section 2.05(a).
- 2.07 Hemodialysis Utilizing SRN. Hemodialysis Services may be performed by Company Staff under the direction and supervision of a licensed registered nurse designated as the supervising rounding nurse ("SRN"). SRNs will perform their duties in accordance with Company policies and procedures, as may be amended from time to time.
- 2.08 Quality Management Program. Company shall maintain an ongoing quality management program that includes the following activities: quarterly quality meetings, continuous quality improvement, safety, infection control, and risk management. Services provided under the Agreement are subject to monitoring by Hospital for quality, safety, and infection control in accordance with performance expectations set forth under Accrediting Agencies' standards. Monitoring may include Hospital using various methods and quality indicators, including but not limited to, the following: (a) direct observation of contact isolation and aseptic technique; (b) auditing of certain documentation, such as Patient treatment sheets, to confirm Company Staff prepares documentation in accordance with the requirements of applicable governmental authorities and/or Accrediting Agencies; (c) collection of data by Hospital regarding the efficacy of Services provided; (d) review of Hospital-obtained Patient satisfaction surveys referencing quality or satisfaction with Company Services; (e) input from Hospital staff and Patients; or (f) in the presence of Company personnel, review of Company's water and dialysate samples, equipment maintenance logs, and/or quality assessment and performance improvement report.

- 2.09 CRRT Education. Company will provide necessary and applicable CRRT education, including educational materials, to Hospital staff. The parties will discuss and, as applicable, schedule CRRT education classes at the meetings of the Quarterly Business Review Committee (as defined in Section 3.12 below). Company will provide up to 4 CRRT education classes per calendar year at no additional cost to Hospital.
- 2.10 Federal Health Care Program(s). Company represents and warrants, as applicable, that neither Company nor Company Staff are listed by a federal agency as 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. Further, Company has not knowingly managed or contracted with any contractor or agent that is excluded from participation in any federal health care program to provide 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 Company or Company Staff or to their knowledge against any contractor or agent engaged by Company to provide Services under this Agreement.

3. DUTIES OF HOSPITAL.

- 3.01 Equipment and Supplies Provided by Hospital. Hospital shall provide the equipment and supplies listed on Exhibit C. In the event any such item is unavailable, Hospital shall provide equivalent substitute products acceptable to Company and consistent with Section 3.13.
- 3.02 Space for Use by Company in Hospital. Hospital shall provide Company with treatment and storage space that meets the applicable regulatory guidelines regarding the administration of Services and the storage of equipment and supplies. Company Staff shall be responsible for the cleanliness of Company's treatment and storage spaces, and correct deficiencies identified in Hospital's environmental rounds.
- a. The parties shall jointly determine the sufficiency and suitability of treatment and storage spaces in compliance with the applicable regulatory guidelines.
 - b. Storage space shall be in a single location, adjacent to or in reasonable proximity to the location where Services are provided, and capable of being locked. Such storage space shall include a clean sink, a dirty sink, and accessible electricity.
 - c. Hospital shall provide and maintain a dedicated computer in the treatment space for use by Company Staff ("**Computer**"). Hospital shall provide internet access of the most current technology available at Hospital for use of Computer and Company-supplied devices.

- d. Company may have supplies for its exclusive use shipped directly to Hospital and is responsible for communication with related vendors. Hospital shall follow its procedures and practices in accepting such deliveries. Hospital shall timely deliver the supplies to the designated storage space.
- 3.03 Utilities. Hospital shall provide all utilities needed by Company to administer Services, including but not limited to, electricity, heat/air conditioning, and water acceptable for the provision of Services.
- 3.04 Medications. Hospital shall provide all medications prescribed by an Approved Physician.
- 3.05 Support. Hospital shall provide maintenance, security, communications, pharmacy, access to emergency response systems, and other reasonably necessary support that it provides throughout Hospital and to Hospital's employees and patients.
- 3.06 Access to Facilities. Hospital shall ensure that, while on duty at Hospital, Company Staff has access to services and facilities available to Hospital's staff.
- 3.07 Preparing for Services. Prior to Company's provision of Services, Hospital shall ensure that an Approved Physician examines each Patient to determine whether such Patient is a candidate for Services and prescribes the appropriate treatment by written order. Hospital shall inform its Approved Physicians and any additional relevant Hospital medical personnel of the criteria set forth in this Section 3.07 and its subsections.
 - a. A Patient is ready to begin treatment by Company when all the following conditions are met:
 - i. Company has received an Approved Physician's order for Services;
 - ii. Hospital has obtained proper Patient consent for Services in accordance with its policies and has provided it to Company;
 - iii. Hospital has provided to Company documentation of applicable authorizations, Patient information (including, but not limited to, pre- and post-treatment weights), diagnostic test results, laboratory reports, and clinical diagnosis;
 - iv. Patient has a functioning access for treatment; and
 - v. Patient has been transported by Hospital to the appropriate treatment area to receive Services from Company Staff.
 - b. Hospital shall not contact Company to schedule Services for a Patient until Hospital can provide items (i), (ii), and (iii) of this Section 3.07 to Company.

If Hospital maintains any documentation referenced in subsections (i), (ii), or (iii) in electronic form, Hospital shall provide Company Staff direct electronic access or shall make Hospital staff available to provide such documentation to Company Staff. If questions arise from or relating to any documentation required by this Section 3.07, Company may delay treatment.

- c. Same-day Hemodialysis Treatments. Excluding the emergency hemodialysis services specified in Section 2.02(c), for a hemodialysis treatment to occur on the same day such treatment is ordered or scheduled, Patient must be ready to begin treatment, as set forth in this Section 3.07, no later than 3 hours before the end of Regular Business Hours. Otherwise, the hemodialysis treatment will be scheduled during Regular Business Hours on a subsequent day. Hospital shall inform its Approved Physicians and any additional relevant Hospital medical personnel of the criteria set forth in this Section 3.07.

- 3.08 Transport. Hospital is responsible for transporting Patients to and from the treatment space.
- 3.09 Treatment Area Efficiencies. Hospital will use good faith, reasonable efforts to: (a) establish and utilize locations permitting more than one Patient to receive treatment simultaneously, such as a dedicated dialysis treatment location (“**Dialysis Suite**”), semi-private Patient rooms, or, if necessary, other appropriate locations as determined and mutually agreed by the parties; and (b) minimize delays in the transport of Patients to and from the Dialysis Suite or other treatment area.
- 3.10 Hospital’s Patients. Hospital retains full medical responsibility for Patients at all times, including during the provision of Services, and shall supervise Patients accordingly.
- 3.11 Billing Payors. Hospital shall bill Medicare, Medicaid, other third-party payors, and self-pay Patients for Services in accordance with all applicable laws, rules, and regulations and shall properly disclose the nature and manner of Company’s Services on any required reports.
- 3.12 Business Review Committee. The parties shall mutually establish a joint review committee (“**Quarterly Business Review Committee**”) to review and discuss business, operational, clinical quality, and performance improvement components of the Agreement. Company and Hospital shall each appoint two representatives (or more, upon mutual agreement) to the Quarterly Business Review Committee, which representatives shall include Hospital leadership with decision making authority. The Quarterly Business Review Committee shall convene quarterly at mutually agreeable dates and times.
- 3.13 Safety of Company Staff. Hospital is responsible for providing a safe working environment for Company Staff, including but not limited to the following: (a)

taking adequate security measures concerning violent or difficult patients and/or visitors; (b) providing an eyewash station consistent with Occupational Safety and Health Administration (“OSHA”) requirements; and (c) protecting against communicable diseases, including but not limited to, providing (and fit testing, as necessary) full personal protective equipment (“PPE”). Such PPE shall include all PPE that Company deems clinically appropriate for Company Staff to maintain compliance with Company’s then-applicable infection control policies, including but not limited to, National Institute for Occupational Safety and Health-approved particulate filtering facepiece respirators, such as N95.

- 3.14 Marketing. 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.
- 3.15 Commencing Previously Unused Services. If any Service listed on Exhibit A is not available to Patients as of the Effective Date or if Hospital suspends a Service during the term of the Agreement, Hospital shall notify Company in writing at least 90 days in advance of making such Service available to Patients.

4. PHYSICIANS.

- 4.01 Approved Physician. Hospital is responsible for providing an Approved Physician and ensuring that each Approved Physician orders treatments in accordance with Section 3.07. Hospital represents and warrants that:
- a. Each Approved Physician who prescribes and directs Services is: (i) licensed and registered to engage in the practice of medicine under the laws of the state/commonwealth in which Hospital is located and that neither such license nor registration has been temporarily or permanently surrendered, suspended, revoked, or restricted; and (ii) credentialed by Hospital and a member in good standing on Hospital’s medical staff with privileges in accordance with Hospital bylaws, rules, regulations, procedures, and policies.
 - b. Each Approved Physician shall prescribe and direct Services in a competent, professional, and ethical manner in accordance with prevailing standards of medical practice and in compliance with all applicable statutes, regulations, rules, orders, and directives of applicable governmental and regulatory bodies.
 - c. At least quarterly, and at any time upon Company’s request, Hospital shall provide to Company a written list of all Approved Physicians who may prescribe Services at Hospital. Hospital shall immediately inform Company in writing of any change to the list of Approved Physicians and shall prohibit any physician who is not an Approved Physician from ordering Services.

- d. In the event no Approved Physician is physically present in Hospital, Hospital shall establish a mechanism whereby an Approved Physician can be contacted and can provide orders for emergency Services.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- 5.01 Company Is An Independent Contractor of Hospital. With respect to all work, duties, and obligations under the Agreement, Company is an independent contractor of Hospital, and Company Staff are employees or contractors only of Company. No individual staff or personnel provided by Company is a contractor, employee, agent, borrowed servant, joint venturer, or partner of or with Hospital.
- 5.02 Company Authority Over Company Staff. Hospital has no right to control the details, manner, or methods by which Company performs Services. Company has sole responsibility for the supervision and control of Company Staff and the administration of Services consistent with Approved Physicians' orders.
- 5.03 Taxes. Each party and its employees shall be solely responsible for the payment of taxes, assessments, interest, and penalties of whatever kind assessed by any governmental agency or entity, pertaining to monies earned by, collected by, paid to, or charged by that party for Services rendered at Hospital and, to the extent authorized by Nevada law, shall defend, indemnify, and hold the other party harmless.

6. REPORTS AND RECORDS.

- 6.01 Company shall provide all reports and records reasonably agreed upon and required by Hospital and Approved Physicians pertaining to Services, including a record of treatment for each Service provided. Such reports and records, as applicable, shall become part of each Patient's medical record and the property of Hospital.
- 6.02 Company shall receive and may retain a copy of all items referenced in Section 3.07(a)(i)-(iii) and all other pertinent documentation that supports medical necessity for Services. Company Staff shall have immediate access to Hospital's medical records and laboratory reports of Patients for the purpose of treatment and care.
- 6.03 Hospital shall permit Company Staff to access Company's charting tool(s) through Computer and/or Company devices.
- 6.04 Billing records shall be independently maintained by both parties as required by the rules and regulations of Medicare and Medicaid, commercial third-party payors, and/or other health benefit plans.
- 6.05 Company may use de-identified data gathered in the course of providing Services for research, publication, internal education, quality improvement, and marketing.

7. FEES AND BILLING.

7.01 Charges. As of the Effective Date, Hospital shall pay to Company the rates and fees set forth on Exhibit A for Services performed (collectively, “**Charges**”).

7.02 Annual Escalation of Charges. The Charges shall increase by 1.5% on each anniversary of the Effective Date.

7.03 Payment Terms.

a. Hospital shall pay to Company all Charges owed within 45 days of receiving an invoice from Company. Hospital shall not make payment in a manner that would cause Company to incur a transactional charge or fee.

b. If Hospital in good faith disputes any item on an invoice from Company, Hospital must inform Company of such dispute within 21 days of receiving such invoice. All undisputed items shall be paid in the manner outlined in Section 7.03(a). If Hospital informs Company of any disputed item(s), Company will in good faith review such disputed item(s) and determine whether any correction is required. If a correction is required, Company will provide Hospital a revised invoice. If Company determines no correction is required, Company shall notify Hospital with explanation, and Hospital shall pay all amounts related to the reviewed dispute within 30 days of receiving such notification. If Hospital disagrees with Company’s determination, it shall notify Company within 21 days of receiving Company’s determination, and the parties shall engage in good faith discussions to resolve the dispute.

7.04 Patients and Third-Party Payors. Company will submit invoices only to Hospital and will not submit invoices to any Patient or any other third-party. Company does not represent or warrant that Hospital will receive reimbursement for Services. Hospital must bill any third-party for Services using its own billing practices and procedures. Payment of amounts due by Hospital hereunder is not contingent upon Hospital’s collections from Patients or third-party payors. Hospital is responsible for acquiring any required pre-authorizations for Services from applicable third-party payors.

7.05 Failure to Pay. If Hospital fails to pay all amounts when due, Company may terminate the Agreement as provided in Section 8.05, and Hospital waives any rights to seek injunctive relief, amend, modify, continue, or otherwise extend Company’s provision of Services.

7.06 Fair Market Value; Fraud & Abuse. The parties represent that amounts paid to Company hereunder are fair market value as determined by the parties through good-faith, arms-length bargaining, and are consistent with the value of similar services. No amount charged or paid has been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under any

public healthcare program. The amounts charged under the Agreement do not include any discount (unless explicitly set forth in the Agreement), rebate, kickback, or other reduction in charge. The parties expressly agree that nothing contained in the Agreement shall require Hospital or physicians to refer or admit any patients to any Company-affiliated facility or business or to order any Services from Company or its affiliates. Neither party will conduct itself in a manner as to violate any federal or state physician self-referral or anti-kickback laws.

- 7.07 Discounts; Disclosures. Prices invoiced for the goods, services, supplies, and equipment provided under the Agreement reflect the net value of any negotiated discounts. Any discounts, rebates, or deductions from Company's list price of other concessions received by Hospital from Company are "Discounts or Other Reductions in Price" under 42 U.S.C. Section 1320a-7b(b)(3)(A). The parties shall comply with all laws and regulations regarding reporting any discount, rebate, or other concessions in the fiscal year in which they were earned or the year after and shall report any discount, rebates, or other concessions. To the extent available, Company will provide additional information requested by the applicable federal or state health care program to assist Hospital in meeting its reporting requirement.

8. TERM & TERMINATION.

- 8.01 Term. The term of the Agreement shall begin on the Effective Date and shall continue for one (1) year ("**Initial Term**"), unless sooner terminated as provided herein. The Agreement shall automatically renew for consecutive 1-year periods (each, a "**Renewal Term**"), not to exceed four (4) consecutive renewals, unless either party provides written notice of non-renewal to the other no less than 90 days prior to the expiration of the then-current Initial Term or Renewal Term.
- 8.02 Mutual Termination. The Agreement may be terminated upon mutual written agreement of Hospital and Company.
- 8.03 For Cause Termination. Either party may terminate the Agreement at its option for any of the reasons set forth below:
- a. A material breach of the Agreement that is not cured within 30 days of written notice from the non-breaching party describing such breach;
 - b. Bankruptcy, receivership, or dissolution of either party or either party making an assignment for the benefit of creditors;
 - c. Failure to obtain consent of the other party in the event of an assignment;
or
 - d. A party becomes debarred, excluded, or otherwise ineligible for participation in a federal or state health program.
- 8.04 Without Cause Termination. Either party may terminate the Agreement without cause or penalty at any time by providing 90 days prior written notice to the other.

If so terminated, the parties shall not enter into any agreement or arrangement with each other for the provision of Services on substantially similar terms as those under the Agreement within 1 year of the most recent revision to any pricing terms under the Agreement.

8.05 Termination by Company. Company may terminate the Agreement for any of the reasons set forth below upon written notice to Hospital, which such notice will specify the effective date of such termination:

- a. For non-payment of monies owed, including failure to pay undisputed Charges as set forth in Section 7; or
- b. Failure of Hospital to comply with Section 3.13.

8.06 Termination by Hospital. In accordance with the Nevada Revised Statutes (NRS 354.626), Hospital's financial obligations under this Agreement shall not exceed those monies appropriated and approved by Hospital's governing body for the then-current fiscal year under the Local Government Budget Act. In the event Hospital's governing body does not appropriate monies for the Services for the subsequent fiscal year, Hospital shall notify Company in writing within 5 days of receiving notice of the governing body's decision and no less than 30 days before the last day of Hospital's then-current fiscal year ("**Fiscal Year End Date**"). The parties acknowledge and agree that upon timely receipt of notice from Hospital, the Agreement shall terminate at midnight on the Fiscal Year End Date. If notice is received less than 30 days before the Fiscal Year End Date: (i) Hospital shall stop ordering Services, and cause Approved Physicians to stop ordering Services at midnight on the Fiscal Year End Date; and (ii) Company shall communicate a reasonable transition plan to remove Company equipment and Company Staff which shall include the effective date of the termination under this Section 8.06. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

8.07 Following termination of the Agreement, Company shall have no obligation to provide Services to Patients of Hospital. Termination of the Agreement shall not release Hospital from paying Company any amounts due and owing to Company for Services rendered prior to termination.

9. COVENANTS RELATED TO BUSINESS INTERESTS.

9.01 Exclusive Source of Services. In consideration of the resources Company must dedicate to perform under the Agreement, Hospital shall not contract with or allow any other entity, facility, or individual to perform Services and shall not perform Services itself without the prior written consent of Company.

9.02 Confidentiality. Each party will become privy to information of the other that is confidential and constitutes valuable, special, and unique property and trade secrets of the other, including but not limited to, patient statistical profiles, dialysis and/or apheresis pricing strategies, staffing patterns, treatment methods, and inventory

control systems, including the reordering of supplies and analysis of their use. Throughout the term of the Agreement and/or at any time thereafter, each party shall not use or disclose to any entity, person, firm, or corporation, any information known by that party to be confidential or trade secrets of the other party or its affiliates. Except as authorized by the other party, as required by law, or as necessary to implement or enforce a provision hereof, during the term of the Agreement and thereafter, neither party will disclose to any person or entity any of the terms of the Agreement. All proprietary information provided by Company and all subsequent enhancements or refinements of such information are the sole property of Company.

9.03 Nevada Public Records Act. 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, and notwithstanding Section 9.02, Hospital's contracts are public documents available for copying and inspection by the public.

- a. Hospital shall notify Company in writing within 5 days of receiving a request for the disclosure of any information related to this Agreement that Company claims or has claimed to be confidential or proprietary, including but not limited to Company's pricing, programs, services, business practices or procedures. Upon receipt of such notice, Company shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order and Hospital agrees to withhold any requested confidential or proprietary information until the request for injunctive relief is resolved. In the absence of notification by Company that it intends to seek a protective order, the requested information will be released without any further liability upon Hospital.
- b. Company shall indemnify, defend and hold harmless Hospital from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of Company information or document(s) in Hospital's custody and control that Company claims to be confidential or proprietary. Notwithstanding the foregoing, if Hospital fails to notify Company in writing within 5 days of receiving a request, Company's duties under this Section 9.03(b) shall be void and of no force and effect. Company shall control the investigation, trial, and defense of such claims or actions, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. Notwithstanding the foregoing, a settlement involving any obligation on the part of Hospital shall not be binding without the prior written approval of Hospital, which will not be unreasonably withheld. Hospital may participate in the investigation, trial, defense, and appeal of such claims or actions at its own cost.

9.04 Non-Solicitation of Employees. Each party's personnel and agents will have knowledge of the other's business affairs, marketing strategies, patients, and methods of operation, which are confidential information and/or trade secrets.

Accordingly, throughout the term of the Agreement and for a period of 1 year thereafter, the parties, including employees, staff, attending physicians, or other agents, will not directly or indirectly induce or solicit any of the other party's employees, staff, or agents to terminate, reduce, or otherwise modify their relationship with such party, other than by general public advertisement for a position.

- 9.05 Equitable Relief. The restrictions in this Section 9 are reasonable and necessary for the protection of the legitimate interests of the parties. Any breach hereof would cause irreparable damage to the non-breaching party and could not be adequately compensated by monetary damages alone. Therefore, each party shall have and may pursue all remedies at law and in equity, and without limiting the generality of the foregoing, may sue for injunctive relief. In any such proceeding, the parties waive and covenant not to raise or assert any defense to entry of injunctive relief based on the claim that money damages would constitute an adequate remedy. In the event a court of competent jurisdiction determines that the foregoing restrictions are unreasonable, then the restrictions shall be reduced by the court to the extent necessary to be enforced by the court.

10. GENERAL PROVISIONS.

- 10.01 Severability. If a court of competent jurisdiction finds any term or provision of the Agreement invalid, illegal, or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of the Agreement. Such term or provision shall be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible the intent and agreements of the parties. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification. However, if the modification materially deprives a party of the benefits of the Agreement, then such party may terminate the Agreement immediately by written notice to the other party.
- 10.02 Assignment. The Agreement shall be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company and Hospital. Neither Hospital nor Company shall assign the Agreement in whole or in part without the written consent of the other, which consent shall not be unreasonably withheld, conditioned, or delayed. Without Hospital's consent, Company's performance under the Agreement may be carried out by an affiliated entity which, directly or indirectly, is under common ownership as Company. The Agreement shall be enforceable by or against any permitted assigns hereunder. Any attempted assignment of the Agreement in violation of this Section 10.02 is void and may be grounds for termination under Section 8.03.
- 10.03 Insurance. Each party shall maintain, at its own expense, in full force and effect throughout the term of the Agreement, the following: (a) a policy of comprehensive general liability insurance and professional liability insurance covering it and its staff, each having a combined single limit of not less than \$1,000,000 per

occurrence; (b) \$3,000,000 annual aggregate for bodily injury and property damage to insure against any loss, damage or claim arising out of the performance of that party's obligations under the Agreement; (c) workers' compensation insurance on its employees to the extent required by law; and (d) cyber insurance with limits of not less than \$5 million. Upon request, each party shall provide the other party certificates evidencing such insurances. Each party shall maintain any insurance required under the Agreement for a period of not less than 3 years following the termination of the Agreement if underwritten on a claims-made basis. Each party may provide insurance coverage set forth in this Section 10.03 through self-insurance. Notwithstanding the foregoing, Hospital represents and warrants that Hospital is self-insured in accordance Chapter 41 of the Nevada Revised Statutes and upon request, Hospital will provide Company with its annual Certificate of Coverage certifying such self-coverage.

10.04 Limitation of Liability. No party hereto shall be liable to the other party for any lost profits (whether direct or indirect) or for consequential, indirect, incidental, or special damages caused by breach of the Agreement.

10.05 Limited Waiver of Sovereign Immunity. To the extent Hospital is legally recognized as a political subdivision of the State of Nevada, pursuant to the provisions of Chapter 450 of the Nevada Revised Statutes, Hospital may be eligible for the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes and any claims against Hospital may be subject to the terms therein.

10.06 Indemnification. Each party ("**Indemnifying Party**") agrees to indemnify and hold harmless the other party, its officers, directors, shareholders, agents, and employees (collectively, "**Indemnified Party**") against all liability, claims, damages, suits, demands, expenses and costs of every kind (including but not limited to, court costs and reasonable attorneys' fees), arising out of or in consequence of the Indemnifying Party's breach of the Agreement, and of the negligent errors and omissions or willful misconduct of the Indemnifying Party, its agents, servants, employees, and independent contractors (excluding the other party) in the performance of or conduct related to the Agreement, and as applicable to Hospital, to the extent such indemnification is expressly authorized by Nevada law. The provisions of this Section 10.06 shall survive the expiration or termination of the Agreement.

- a. If seeking indemnification, the Indemnified Party shall promptly notify the Indemnifying Party in writing of any claim, lawsuit, or demand for payment asserted against the Indemnified Party for which indemnification is sought and shall promptly deliver to the Indemnifying Party a true copy of any document or material of any kind by which such claim is asserted. The Indemnified Party, its agents, representatives, and employees shall cooperate fully with the Indemnifying Party at all times during the pendency of the claim or lawsuit. If the Indemnified Party fails to notify the Indemnifying Party promptly in writing or fails to cooperate in a timely

manner with the Indemnifying Party, the Indemnifying Party's duties under this Section 10.06(a) shall be void and of no force and effect.

- b. When the Indemnifying Party accepts its indemnification obligation without a reservation of any rights, the Indemnifying Party may control the investigation, trial, and defense of such lawsuit or action, including all settlement negotiations, any appeal involved, and the choice of any attorneys to be engaged. Notwithstanding the foregoing, a settlement involving any obligation on the part of the Indemnified Party shall not be binding without the prior written approval of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party may participate in the investigation, trial, defense, and appeal of such lawsuit or action at its own cost.

- 10.07 Merger, Waiver, and Modification. The Agreement contains the entire agreement of the parties with respect to its subject matter and as of the date the Agreement is fully executed, supersedes all previous and contemporaneous agreements and understandings, expressed, implied, oral, or written, between the parties with respect to the subject matter hereof. The failure of either party to insist on strict performance of the provisions of the Agreement or to take advantage of any of its rights shall not be construed as a waiver of such provision or of any other default of the same or similar nature. No waiver, modification, or change of any of its provisions shall be valid unless in writing and signed by the parties. One party's waiver of any default by the other party of any provision of the Agreement is not a waiver of any other default and shall not affect the right of that party to require performance of the defaulted provision at any future time. All representations in this Section 10.07 survive the execution and delivery of the Agreement.
- 10.08 Cooperation. Each party has independent obligations under the Agreement; nonetheless, the parties shall cooperate with one another in the fulfillment of their respective, separate obligations.
- 10.09 Attachments; Priority of Documents. All attachments to the Agreement, including but not limited to, exhibits and addenda, are incorporated herein by reference and made a part of the Agreement. If any provision of any attachment conflicts with or is contrary to the Agreement, the provisions of any attachment shall have priority over the provisions of the Agreement.
- 10.10 Limited Renegotiation. If any provision(s) of the Agreement become unlawful or unenforceable or subject a party to a substantial risk of prosecution, civil monetary penalty, or noncompliance with the requirements of state or federal law or an Accrediting Agency, then (a) the unaffected provisions of the Agreement shall continue in full force and effect, and (b) either party, upon written notice ("**Renegotiation Notice**") to the other party, may initiate renegotiation of the affected provision(s) of the Agreement to restore, if possible, the intent and purpose of the affected provision(s) in the Agreement and to modify the Agreement as necessary. If the parties cannot agree upon a mutually satisfactory amendment

within 60 days of either party's Renegotiation Notice, either party may immediately terminate the Agreement upon written notice.

- 10.11 Governing Law. The Agreement shall be governed by, construed, and enforced in accordance with the laws of the state/commonwealth in which Hospital is located without respect to its conflicts of laws rules.
- 10.12 Notices. All notices under the Agreement shall be in writing to the addresses listed below and (a) sent with tracking by nationally recognized courier service or United States Postal Service mail, or (b) hand-delivered with documentation of receipt. All notices given in the manner prescribed in this Section 10.12 shall be deemed properly served upon receipt.

Notice to Company:

Fresenius Kidney Care Nevada, LLC
920 Winter Street
Waltham, MA 02451-1457
Attn: Legal Department (Inpatient Services)

Notice to Hospital:

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

- 10.13 Joint Effort; Headings. The preparation of the Agreement has been the joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other. The headings of sections in the Agreement are for convenience only and shall not affect or limit the interpretation of its provisions.
- 10.14 Counterparts; Electronic Execution. The Agreement may be executed in counterparts with the same effect as if each party had signed the same document. Such executions may be transmitted by facsimile, email, or other electronic transmission and are to be deemed for all purposes to have been executed and delivered by that party to the other party.
- 10.15 Compliance. The Agreement shall be construed in a manner consistent with all applicable federal and state laws, including without limitation, Medicare, Medicaid, HIPAA, and other federal and state statutes and regulations and the principles and interpretations related thereto. The parties intend to comply with the applicable provisions of 42 U.S.C. 1320a-7b(b), as such provisions may be amended from time to time and intend that the Agreement meets the requirements of the personal services and management contract safe harbor to the federal anti-kickback statute as set forth in 42 C.F.R. Part 1001.952(d). The parties shall comply with all applicable ordinances, statutes, regulations, directives, orders, and other lawful enactments or pronouncements of any federal, state, municipal, local, or other lawful authority. Except as otherwise stated herein, the parties shall perform their respective duties and obligations under the Agreement in accordance with applicable Hospital policies, bylaws, rules and regulations, provided that: (a) they are communicated by Hospital to Company in writing, (b) they are not in conflict

with Company's policies, bylaws, rules, and regulations, (c) they are not in conflict with the requirements, recommendations, and standards of Accrediting Agencies, and (d) there is no conflict with Company's status as an independent contractor, as set forth in Section 5.

- 10.16 Affirmative Action. The provisions of 41 C.F.R. §60-1.4, §60-300.5 and §60-741.5(a), pertaining to affirmative action obligations, are incorporated herein by reference.
- 10.17 Books and Records. If required by Section 952 of the Omnibus Reconciliation Act of 1980 (Section 1861(v)(1)(I) of the Social Security Act), as amended, and the regulations promulgated thereunder, the books and records of Company necessary to certify the nature and extent of costs associated with Company's performance of services under the Agreement shall be preserved by Company for such period of time as provided by law so as to be available for and subject to inspection by appropriate agencies of the United States. In addition, if Company uses the services of a related organization to provide Services, Company will require such related organization to preserve and make available its books and records to the same extent Company is so required. If the Agreement is not subject to the provisions of Section 952 or regulations promulgated thereunder, this Section 10.17 shall be null and void. The provisions of this Section 10.17 shall survive the expiration or termination of the Agreement.
- 10.18 Force Majeure. Company shall not be liable for any costs or damages, or be deemed in default for any delay, failure, or interruption in performance of its duties or obligations under the Agreement, resulting directly or indirectly from the following: any acts of God, civil or military authority, acts of a public enemy, terrorism, war, civil disobedience, riots, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions by its employees or independent contractors, shortages of labor or materials, pandemics, epidemics, quarantines, other health crises (including but not limited to, travel advisories issued by the U.S. Department of State, World Health Organization, Centers for Disease Control, or other governmental or international agencies), or any similar cause beyond its reasonable control. Notwithstanding the foregoing, Company shall use commercially reasonable efforts to perform its duties and obligations under the Agreement.
- 10.19 Shared Values. As stated in the Fresenius Medical Care Code of Ethics and Business Conduct, Company upholds the values of quality, honesty and integrity, innovation and improvement, respect and dignity, as well as lawful conduct, especially with regard to anti-bribery and anti-corruption. Company upholds these values in its own operations, as well as in its relationships with business partners. Company's continued success and reputation depend on a common commitment to act accordingly. Together with Company, Hospital is committed to upholding these fundamental values by adherence to applicable laws and regulations.

10.20 Survival. Those provisions of the Agreement that by their nature are intended to survive termination or expiration of the Agreement shall so survive.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed the Agreement as of the dates written below.

Hospital

University Medical Center
of Southern Nevada

Name: _____

Title: _____

Date: _____

Company

Fresenius Kidney Care Nevada, LLC

Name: _____

Title: Authorized Signatory

Date: _____

EXHIBIT A

Charges

University Medical Center of Southern Nevada

The Charges shall increase by 1.5% on each anniversary of the Effective Date.

[REDACTED]

[REDACTED]

Regular Business Hours Rates	
Hemodialysis (Company monitors Patient)	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Advanced Renal Replacement (Hospital monitors Patient)	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Peritoneal Dialysis	
[REDACTED]	[REDACTED]

Rates for Pediatrics	
[REDACTED]	[REDACTED]
[REDACTED]	

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Non-Regular Business Hours Rate	
[REDACTED]	[REDACTED]
Fees	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

<div>[REDACTED]</div>		<div>[REDACTED]</div>
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[REDACTED]

EXHIBIT B

Supplies Provided by Company, Adult and Pediatric Populations

Hemodialysis Supplies (supplied if providing hemodialysis Services):

- artificial kidneys
- arterial and venous blood lines
- transducers
- dialyzing fluid (acid and bicarbonate)
- fistula needles

CRRT Supplies (supplied if providing CRRT Services):

- CRRT cartridges
- CRRT filters
- CRRT tubing
- fistula needles

Peritoneal Dialysis Supplies (supplied if providing peritoneal dialysis Services):

- universal connectors
- extension clamps
- adapter seal clamps
- convertible adapters
- drain sets
- del clamps

EXHIBIT C

Equipment and Supplies Provided By Hospital

Electrodes and monitoring equipment
Non-invasive blood pressure monitoring machines
Disposable blood pressure cuffs and adapters for use on hemodialysis machine
I.V. infusion pumps and tubing
I.V. administration sets
Normal saline
Kelly clamps
Luer locks
Luer replacement caps
Tegos
Curos
ClearGuard HD caps
Catheter kits or catheter prep/cleaning products per Hospital policy
Catheter preparation cleaner and dressings
Suture removal kits
Staple removal kits
100 cc disposable cups
Syringes
Hypodermic needles
Access preparation swabs (e.g., iodine swab sticks, alcohol swabs)
Tape
2x2 or 4x4 gauze pads (sterile & non-sterile)
Blood administration sets and appropriate blood filters
Pressure wrap bandages
Bed pans and urinals
Drinking cups and straws
Gowns
CRRT replacement fluids/solutions (only if CRRT is included as a Service)
PD solutions (only if peritoneal dialysis is included as a Service)
Personal protective equipment (PPE), including but not limited to the following:
 Gloves, including but not limited to: vinyl, latex, non-powder of all sizes (i.e., XS, S, M, L, XL)
 Surgical masks
 Shields
 PPE required by Section 3.13
Supplies not provided by Company necessary to perform Services

EXHIBIT D

Company's Standard Credentialing Packet

The following items are provided to Hospital:

- Annual skills and competency (initial for new hire)
- Water technical training
- Annual Company education (OSHA, bloodborne pathogen, HIPAA, Compliance)
- Annual PPD (if previously positive PPD, annual TBRAQ or Chest X-ray if TB symptoms)
- Hepatitis titers, include vaccination declination or acceptance
- Flu vaccination
- MMVR titers
- Current BLS

The following items are not provided to Hospital, but upon Hospital's request, a letter will be provided, attesting to verification of the following items:

- RN or LVN license/ Primary source verification (staff specific)
- Proof of CCHT or BONENT certification (staff specific)
- Background check, including but not limited to, the following:
 - HEAL complete search, OIG/SAM/state Medicaid
 - Social security number verification
 - Felony and misdemeanor
 - Education
 - National Sex Offender Registry
 - First Advantage National Criminal File Plus
- Drug screen
- Published job description

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 70						
Corporate/Business Entity Name:		Fresenius Kidney Care Nevada, LLC				
(Include d.b.a., if applicable)						
Street Address:		920 Winter Street		Website: https://fmcna.com/		
City, State and Zip Code:		Waltham, MA 02451-1457		POC Name: Tracey Hack Email: Tracey.Hack@freseniusmedicalcare.com		
Telephone No:		(781) 697-6332		Fax No:		
Nevada Local Street Address: (If different from above)		2450 Fire Mesa St. Suite 150		Website: https://fmcna.com/		
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No:		
Local Telephone No:		(480) 734-8957		Local POC Name: Mary McCormick Email: Mary.Mccormick@freseniusmedicalcare.com		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Bio-Medical Applications Management Company, Inc.		100%

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

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

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


 Signature
 SVP & GC
 Title

Patricia R Rich
 Print Name
 Mar 20, 2024
 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Data Breach Services with IDX a ZeroFox Company	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 Breach Response Services with IDX, a Zerofox Company; authorize the Chief Executive Officer to execute amendments or extension options; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: Operating Fund
Fund Center: 3000851300	Funded Pgm/Grant: N/A
Description: Data Breach Services	
Bid/RFP/CBE: RFP	
Term: 4 Years with the Option to extend for 1 Year	
Amount: \$4,800,000	
Out Clause: 30 days w/o cause	
Budget Act and Fiscal Fund Out	

BACKGROUND:

On December 6, 2023 UMC issued Request for Proposal (RFP) 2023-12. The RFP closed on January 10, 2024 without receiving any proposals. In accordance with NRS 332.148 UMC issued a Notice of Failure to Receive Responsible Responses in the Las Vegas Review Journal, and waited the required (7) seven days before selecting a provider.

UMC has elected to continue services with the current service provider, IDX/ZeroFox Company. IDX will provide a team of subject-matter experts who can advise UMC in a variety of areas from industry best practices to regulatory and compliance requirements on data breach notification and remediation services. IDX's services will include, but are not limited to the following:

- Notify and offer compromised individuals through notification letters, online sign-up and/or call center enrollment, a comprehensive identity theft protection service via "opt-in" basis. This service is a one-year protection package that will help proactively and reactively protect compromised individuals from identity fraud.

Cleared for Agenda
March 27, 2024

Agenda Item #

8

- Breach Communication Services include Continuous Credit Bureau Monitoring, CyberScan Dark Web Monitoring, \$1,000,000 of reimbursement insurance, and unlimited access to ID Experts' Member Services' team.
- Provide restoration services: IDCare Specialists fully manage recovery and restoration of each identity theft cases and provide expert guidance provided for individuals with questions about identity theft and protective measures.

The term of this Service Agreement is from the date of last signature and remains in effect for a period of (4) four years with the option to extend for one (1) one year. Tither party may terminate the Agreement for its convenience with a 30-day written notice to the other. For compromised individuals actively enrolled in identity theft protection services, however, the service shall only terminate upon the conclusion of each matter assigned, even if the conclusion extends beyond the term of the Agreement but in no circumstance will this exceed one (1) year from the initial date of enrollment for credit report and monitoring and/or identity theft restoration services.

The NTE total cost for this Agreement is \$4,800,000, but the actual cost will not be realized unless there is an actual Breach of patient protected health information. If a Breach occurs the cost will based on volume of breach notification and the services selected.

Staff has negotiated the proposed contract and fees associated and found them equitable for the work to be performed. Cost avoidance of an estimated \$240,000 is included in this Agreement.

Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension option at his discretion if deemed beneficial to UMC, and execute any future Statement of Works (SOW) within the not-to-exceed (NTE) amount of this Agreement.

The Department of Business License has determined that ID Experts is not required to obtain a Clark County business license nor a vendor registration.

UMC's Chief Privacy Officer 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 March 20, 2024 meeting and recommended for approval by the Governing Board.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR
BREACH RESPONSE SERVICES**

IDENTITY THEFT GUARD SOLUTIONS, INC. D/B/A IDX
NAME OF FIRM
Ian Kelly
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
4145 SW Watson Ave, Suite 400, Beaverton, OR 97005
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
503-849-8279
(AREA CODE) AND TELEPHONE NUMBER
ikelly@zerofox.com
E-MAIL ADDRESS

AGREEMENT FOR BREACH RESPONSE 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, 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 Identity Theft Guard Solutions, Inc. d/b/a IDX, a ZeroFox company, located at 4145 SW Watson Ave, Suite 400, Beaverton, OR 97005 (hereinafter referred to as "COMPANY"), for Data Breach 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 \$4,800,000.00 however actual cost is based on volume of acquired data breach notifications, credit monitoring and/or remediation services as may be reflected in a Statement of Work ("SOW") hereunder and 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 four (4) years ("Term"). Thereafter this Agreement may be renewed by amendment for one (1) year. 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**), as may be called for in an applicable SOW(s), for the fixed not-to-exceed fee of \$4,800,000.00. 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, subject to the scope of the applicable SOW.
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, unless otherwise provided in an applicable SOW.
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, with any dispute based on reasonable grounds. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by

COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.

6. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Work.
7. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

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

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 and any applicable SOW. 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. INTENTIONALLY DELETED.
- 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 HOSPITAL'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 exclusively 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. Work product referenced above does not include Company's identity management platform.
- 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 exclusively for Hospital 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. The subcontractors referenced in Exhibit E attached hereto are approved by 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, Corey McDaniel, telephone number (702) 383-3854 or his 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 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 thirty (30) 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 or committed to and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of the COMPANY, for an aggregate period in excess of thirty (30) days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination**1. Termination for Cause**

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

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

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) 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 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 unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V, paragraph H. Each Party shall return or destroy all originals and copies, except for those copies it may retain for archival purposes, of any confidential information of the other Party regarding the Project, including but not limited to protected health information ("PHI"), and shall certify in writing to the other Party, no later than thirty (30) days after termination, that it has done so.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control unless they are themselves prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

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

TO COMPANY: IDX
 4145 SW Watson Ave.
 Suite 400
 Beaverton, OR 97005

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. Notwithstanding the above, a party may assign to a successor party in interest without obtaining such consent provided that, all of the following conditions must be met: (i) such assignment is in connection with a merger or corporate reorganization, by operation of law, or in connection with a sale of all or substantially all of the assets to which this Agreement relates; (ii) the assigning party provides written notice to the non-assigning party prior to the effective date of such assignment; and (iii) there is a written agreement, wherein the party to which the rights are assigned accepts all the duties and obligations of the assignor hereunder.

D. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All requests for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement. The parties hereto further agree that except as otherwise required by law, any audit and inspection rights include only the rights to verify amounts invoiced by COMPANY and to verify the nature of the services being invoiced, but does not include the right to review personal information of COMPANY's employees, or proprietary information of COMPANY, including but not limited to COMPANY's underlying cost, markup or overhead rates.

E. Clark County Business License / Registration

COMPANY warrants that it has a valid Clark County Business License and will maintain such licensure through the duration of this Agreement, solely to the extent required to provide the Services.

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. If Company or any of its officers, directors, shareholders or employees are required by a court or arbitrator or requested to respond to depositions, discovery demands or testify in depositions or as a witness in any legal action that relates to the services engaged by HOSPITAL under this Agreement, the parties will meet and confer regarding a separate written agreement to address the payment of reasonable attorneys' fees and costs, travel and/or other out of pocket expenses incurred in responding to such requests.

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
 - o List of travelers
 - o 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: _____
MASON VAN HOUWELING DATE
Chief Executive Officer

COMPANY:

IDENTITY THEFT GUARD SOLUTIONS, INC. d/b/a IDX

By:  3/15/2024

NAME Tim Bender DATE
TITLE CFO



2023-12 UMC – Breach Response Services

Exhibit A

SCOPE OF WORK

A. Scope of Work

The intent of this Request for Proposal is to identify an exclusive service partner or partners who can provide broad notification, identity protection services in the event of a breach of individually identifiable data, and help UMC maintain the integrity of our operations on an “as-needed” basis.

B. Engagements

1. Assignment of a dedicated project manager.
2. Conduct a kick-off call within 24 hours of notification of incident by UMC.
3. Mailing individual notifications and stand-up of custom website and call center within three (3) to five (5) days from receipt of mailing data, and notification letter and FAQ content.
4. Vendor to maintain system for the life of the engagement.
5. Project manager and reporting to be available during and subsequent to the engagement.

C. Individual Mailing Notifications

1. Pre-defined load templates UMC can use to submit data associated with persons affected by a breach
2. Address validation and standardization using USPS Coding Accuracy Support System (CASS)
3. Address validation using National Change of Address (NCOA) system
4. Where needed, assistance with drafting notification letters and other notification
5. Ability to accommodate multiple notification letter versions to meet federal and state laws, language requirements, or other individual factors.
6. Notification Letter
 - Ability to provide template for customizable letter (multiple versions)
 - Ability to include enrollment steps for identity protections services
 - Printing, processing, and handling of USPS First Class notification letters to identified population
 - #10 - 8 1/2" X 11" double-sided print, grayscale
 - #10 envelope large window
 - Address validation and standardization using USPS CASS
 - NCOA address validation prior to mailing
 - Return mail tracking and management of resend process (optional service available to UMC)
 - Ability to run ad-hoc reports, including certificate of mailing, undeliverable letters, and updated addresses from NCOA
 - Ability for variable fields to be included in letters

7. Tracking of all individual mailings for documentation and reporting purposes

D. Enrollment in Identity Protection Services

1. Ability to provide unique enrollment codes on individual mailings for affected individuals to enroll in offered services.
2. Telephone or on-line enrollment available for enrollment in offered services via call-center or client-specific website.
3. Incident specific URL for online enrollment, access to FAQs, and additional information as requested by UMC. Co- branding with vendor and UMC.
4. Custom website developed and hosted by vendor for the term of the engagement.
5. Custom web description and FAQs regarding the breach incident.

E. Call Center

1. Toll free number for additional information, questions and enrollment.
2. Live agents accessible if preferred by caller.
3. Customizable process for escalations handled by either the vendor or UMC.
4. Twelve-hour daily operating hours.
5. Performance metrics indicating 80+% of received calls are answered in three (3) minutes.
6. Ability to accept over 1,000 simultaneous calls in the call center
7. Customizable interactive voice response system with all calls directed to a live agent during operating hours.
8. Call center agents to be trained on details of the incident, including FAQs, escalations process, and service levels.
9. Ability to provide both English and Spanish speaking call center agents.
10. Ability to provide assistance with other languages when needed.
11. Ongoing communication with UMC representatives regarding the status of the engagement.
12. Reports on call center volume and enrollments.
13. Training of call center staff to professionally handle client calls, including difficult cases, escalation, details specific to the engagement.
14. Monitoring and coaching of call center staff to ensure customer service and UMC specifications are met.
15. Reporting on call-in enrollments with source of origin (call center, website, IVR), escalations.

F. Identity Protection Service

1. Flexible suite of identity protection services:
 - Single bureau or tri-bureau credit monitoring
 - Dark web monitoring of underground website, chat rooms, and similar 24-7 to identify trading or selling of personal information (including, but not limited to: SSNs, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers)
 - Information for enrollees concerned about identity theft to protect themselves, such as instructions for placing fraud alerts; methods for monitoring financial and health information for potential fraud associated with an individual's personal accounts; directions for contacting financial institutions and/or insurance providers or Medicare/Medicaid; and a protection log to maintain a running account of all steps taken

to protect oneself.

- Identity Theft Insurance. Reimbursement to individuals for expenses associated with restoring their identity should they become a victim of identity theft. Coverage for up to \$1,000,000. No deductible. A-rated carrier.
- Managed Identity Recovery Services. Recovery and restoration for identity theft issues such as, but not limited to:
 - Credit cards
 - Payday loans
 - Short term loans
 - Auto loans
 - Mortgage
 - Criminal ID theft
 - Medical Fraud
 - Account Takeover
 - Rental application
 - Car rental
 - Storage rentals
 - Apartment rentals
 - Tax fraud
 - Benefit fraud
 - Online auction fraud
 - Utility creation
 - Check fraud
 - Child identity theft, etc.
- Access to professionals to request information and assistance for identity protection and remediation services.

G. Reporting

1. Individual tracking and reporting on mailings, return mail, recipient state and country, call center calls, enrollments by source (IVR, call center, website).
2. Reporting on website traffic.

H. Data Protection Compliance

1. Willingness and ability to sign and adhere to the terms of a HIPAA Business Associate Agreement.
2. Encrypted data transfer and hosting to meet HIPAA security Rule Standards.
3. Provide minimum requirements for data hosting and destruction as published by UMC IT.
4. UMC data stored up to seven (7), or as otherwise specified by client.
5. Strict screening of sub-contractors and, where necessary, sub-contractor signature and adherence to HIPAA Business Associate Agreement.

EXHIBIT A SCOPE OF WORK

ID Experts can provide a team of subject-matter experts who can advise UMC in a variety of areas from industry best practices to regulatory and compliance requirements.

Following notification of an incident from UMC, the assigned Project Manager (PM) will set up a Breach Kickoff Call within 24 hours of the notification. The Breach Kickoff Call is set up to discuss the critical details of the breach as well as to gain an understanding of the goals, objectives and high-level concerns of UMC. The information collected assists the UMC PM in making recommendations on what services to provide and guides the development of the communications strategy and response plan.

Following the Breach Kickoff Call, the ID Experts Project Manager (PM) assigned to UMC will provide a data load template that requires first name, last name and address along with variable information [minor, deceased, salutation] of impacted individuals if necessary.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
	First Name	Middle Name/Initial	Last Name	Address 1	Address 2	City	State	Zip	Country (if foreign)	Notice Type	Enrollment Code (ID Experts will insert if needed)	Variable Data 1 Example: Address	Variable Data 2 Example: Email	Variable Data 3
1														
2	Bob	A	Smith	555 Main Street Apt 1		Portland	OR	97034				V/H	bob@email.com	
3														
4														
5														
6														
7														
8														
9														
10														
11	<p>Highlighted fields are required.</p> <p>If multiple letter versions, please assign a notice type for each record. All notice types must be assigned to the original data.</p> <p>Please avoid use of commas, full state names, and city abbreviations.</p> <p>Variable data fields are available for additional information relevant for agents to have access to. Please include variable data fields as needed for email addresses, phone numbers, minor/deceased indicators, etc.</p>													
12														
13														
14														
15														
16														

Once the data is approved, ID Experts will perform address validation and standardization using USPS Coding Accuracy Support System (CASS), as well as National Change of Address (NCOA) address validation and mail via USPS 1st Class Mail the notification letters within two (2) business days.

Aside from obtaining the population data, the ID Experts PM will provide UMC with a notification letter template that meets regulatory compliance standards for the affected populations. The assigned ID Experts PM can work with UMC to craft a notification response if requested. ID Experts has tremendous experience with drafting letters, however ID Experts fully understands the value of the UMC voice coming through in the notification to the affected population. ID Experts will work closely with UMC to draft the notification letter guiding UMC on the pros and cons of different language being used in the letter from operational and customer services stand point.

UMC will provide final approval of the letter prior to printing. Depending on the nature of a breach, impacted populations may require multiple letter versions to meet federal and state laws, language requirements or other individual factors. ID Experts is more than able to accommodate multiple letter versions to meet the varying needs of the impacted populations.

Each letter will contain a unique enrollment code for individuals to enroll and activate identity protection services provided by UMC either online through a co-branded website or by phone. ID Experts will also barcode and digitally track all mail to create a documented paper trail for your records. Concurrently, ID Experts will open a call center and host a client-specific website for individuals to reach out with questions about the incident.

Therefore to address the need to fully protect the affected population, ID Experts will offer the most comprehensive identity theft protection services in the industry. ID Experts will offer on an "opt-in" basis of a one-year protection package that will help proactively and reactively protect the individuals from identity fraud. The package, called MyIDCare™, includes Continuous Credit Monitoring, CyberScan Dark Web Monitoring, \$1,000,000 of reimbursement insurance, and unlimited access to ID Experts' Member Services' team. Perhaps most importantly, ID Experts provides restoration services to all affected individuals, ensuring that if anyone were to fall victim to identity theft or have any irregularities on their accounts, ID Experts' ICFE-Certified Recovery Advocates will work on their behalf to remove all fraud from their records. ID Experts will remediate all forms of ID theft, including medical ID theft. This level of protection will allow the organization to meet its obligation to the affected population, and ensure the risk of future reputational issues are minimized. Over the past thirteen years, ID Experts has helped restore the identities of thousands of individuals and has a 100% success record in restoring victims to their pre-theft status, eliminating all damages.

Notification Letter

- Advise and provide template for customized letter (up to 3 versions) that meet the needs of UMC and the affected population.
- Letter includes ID Experts' easy-to-follow steps for enrolling in the MyIDCare protection services via the call center and managed website.
- Printing, processing, and handling of USPS First Class notification letters to population.

- #10 - 8 1/2" X 11" double-sided print, grayscale.
- #10 envelope large window.
- Acceptance of secured data feed with name, address, unique ID, and letter version in specified format to authenticate affected population and integrate with ID Experts' Customer Relationship Management (CRM) system.
- Address validation and standardization using USPS CASS.
- NCOA address validation prior to mailing.
- Return mail tracking and management of resend process (optional service with additional charge subject to UMC's written approval).
- Ad-hoc reports, including certificate of mailing, undeliverable letters, and updated addresses from NCOA.
- Variable data fields can be added in the body of notification letter for an additional fee subject to UMC's written approval.

Online Sign-Up

Upon receipt of their notification letter, the individual will be directed to an incident specific URL [www.MyIDCare.com/UMC] if they wish to enroll online. At the co-branded microsite, the individual will have the ability to enroll as well as access FAQs and additional information as requested by UMC.

By selecting 'Enroll Now' the individual will land on a page that prompts them to provide the unique enrollment code provided to them in the notification letter.

Following the entry of their personal information, the individual will be directed to the member portal homepage which prompts them to activate credit monitoring.

The individual will enter their SSN followed by a prompt to answer a few multiple-choice security questions as required by the credit bureaus based on their financial profile. These questions commonly reference previous addresses, names of creditors or loan amounts. Some of these questions will not pertain to the individual and are there for security and identification purposes. Once the questions are answered correctly, credit and financial monitoring will be activated. Dependent upon the services selected by UMC, the member will be able to access either one (1) credit report from Experian or all three (3) of their credit reports for the three (3) bureaus; TransUnion, Experian and Equifax reports, via the member portal.

Once activated, the individual will receive two (2) types of notifications. The notifications are sent via email and consist of monthly 'All-Clear' messages (in the event of no new activity) or real-time 'Alerts' if activity is detected on their credit profile. To ensure confidentiality, users are directed to login and view any new alerts or reports.

The alerts can assist a member in determining if their sensitive information has been compromised at the earliest stages. If the activity that triggered the alert is deemed suspicious or fraudulent by the member, our IDCare Specialists are available to help them assess the issue and determine if the activity is identity theft. If identity theft is confirmed, then the member will enter our fully-managed recovery process.

In addition to the monthly 'All Clear' or 'Alert' notifications, members will receive a monthly email newsletter. This newsletter highlights identity theft news as well as educational information regarding identity protection and tips to keeping personally identifiable information safe.

As summary:

- Website developed and hosted by ID Experts.
- Online enrollment in identity protection services.
- Access to ID Experts' member website for exclusive member services and reporting of suspected identity theft.
- Specific information about the breach.
- Frequently asked questions (FAQs) about the breach and identity protection services.
- ID Experts will maintain website services for the term of the engagement.

Call Center Enrollment

When an individual places a call to the UMC toll-free number established for the response, they are validated through our fully-integrated CRM system and are identified as a member of the UMC incident. Upon recognition, they are immediately routed to the specific Interactive Voice Response (IVR) script. Using the IVR script, individuals can reach a live agent or access incident specific FAQs and/or self-enroll in identity protection services automatically by entering their unique enrollment code. If the individual selects a live agent, the agent will validate the caller's identity by using a unique enrollment code printed on the notification letter. Once validated, the agent can answer FAQs, enroll individuals, or handle escalations based on UMC's pre-established process.

All call center agents will be trained on UMC's specific breach and area available from 8 a.m. to 8 p.m. CT, Monday – Friday. Agents are trained to answer FAQs, process individual requests, handle escalations based on UMC pre-established process and meet agreed upon service levels.

ID Experts can adhere to one of the following for average speed to answer: 90% of calls are answered in three (3) minutes (180 seconds) or less OR 80% of calls are answered in 30 seconds or less.

The call center has nearly unlimited capacity through automated IVR platforms, and houses an Avaya switch with 44 Network T1s, which each have 23 channels. This allows 1,012 simultaneous calls to be accepted by the Automated Call Distributor (ACD) switch. As stated above, ID Experts have the capacity to staff up to 1,500 call center agents. However, should even more support become necessary, there is a contingency plan in place to draw upon the call center resources of other locations as well as ID Experts' subcontractors parent company, Crawford & Company which has an expansive global network serving clients in more than 70 countries.

As summary for Interactive Voice Response:

- Customized IVR system.
- IVR answers all calls with approved scripted message.
- During regular business hours, calls are directed to a live, dedicated agent and are answered in less than three (3) minutes.
- After-hours message requests caller to call back during normal business hours.
- ID Experts will maintain all systems for the term of the engagement.

As summary for Agent Staffing:

- Advise and provide template for customized FAQs that meet the needs of the organization and affected population. No limit on the number of FAQs.
- Agents will be trained on details of the incident, including FAQs, escalation process, and service levels.
- English- and Spanish-speaking representatives are based in Dublin, Ohio. Agents will take calls from 5:00 am to 5:00 pm PST, Monday – Friday (excluding holidays and weekends).
- After-hours message requests callers to call back during normal business hours.
- Agents will be staffed to ensure ninety percent (90%) of calls are answered in three (3) minutes or less.
- Callers are authenticated through our fully integrated CRM system and are monitored for quality assurance.
- ID Experts will manage all calls that require escalation.
- Foreign-language services available at an additional cost for languages other than English or Spanish subject to UMC's written approval.
- Periodic call center reports on call volume, inbound and outbound calls, enrollments, and website activity are provided. Additional reports can be provided for an additional fee subject to UMC's written approval.
- ID Experts will maintain all systems for the term of the engagement.

Languages Supported

ID Experts has both English and Spanish speaking agents available. Additionally, more than 200 languages are available at an additional cost subject to UMC's written approval through Language Line, and can be selected by UMC prior to the launch of the engagement. If an individual wishes to speak to a Spanish agent, the process can be set-up in one (1) of two (2) ways. Standard is to have the individual reach an English agent and request to speak to a Spanish speaking agent. The other option, recommended by ID Experts, is to set-up the IVR message to have both English and Spanish options, allowing both populations to utilize all features of the IVR script prior to reaching a live agent.

Escalation Procedure

The ID Experts PM will work with UMC to develop an escalation path that meets the needs of both UMC and the impacted population. Most commonly, call center agents will escalate individuals to the call center supervisor. If the supervisor is unable to remediate the situation based on approved FAQs and scripting, the UMC PM will be contacted in real-time. Once contacted, the UMC PM will determine whether to:

- provide additional information to the call center supervisor to meet the needs of the escalated called;
- follow-up with the individual directly on behalf of UMC; or
- contact UMC and request that UMC follow-up with the individual directly.

All criteria and standards necessary for determining when to escalate the individual as well as the type of follow-up will be determined with UMC prior to launch of the engagement.

Once the response process has launched, the ID Experts PM will actively oversee the engagement and communicate with UMC at an established frequency. The ID Experts PM will provide escalation management, reports on call center volume and enrollments, returned mailing and other post-launch activities are specified by UMC.

MyIDCare Identity Protection Services

MyIDCare is a flexible solution that can be customized to meet the needs of UMC, wherein ID Experts will work to determine which combination of MyIDCare products will best meet the needs of UMC, their employees, members and/or the affected population. ID Experts can offer the following products and services under the MyIDCare membership:

Credit Bureau Monitoring

ID Experts offers single or tri-bureau credit monitoring which monitors for changes to the member's credit file such as new credit

inquires, new accounts opened, delinquent payments, improvements in the member's credit report, bankruptcies, court judgments and tax liens, new addresses, new employers, and other activities that affect the member's credit record.

CyberScan™

Dark Web monitoring of underground websites, chat rooms and malware, 24/7, to identify trading or selling of personal information, like SSNs, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers.

Healthcare Toolkit

This toolkit provides information and tips for individuals concerned about identity theft to protect themselves and monitor relevant information. The toolkit includes: instructions for placing fraud alerts; methods for monitoring financial and health information for potential fraud associated with an individual's personal accounts; directions for contacting financial institutions and/or insurance providers or Medicare/Medicaid; and a protection log to maintain a running account of all steps taken to protect oneself. This toolkit is provided for all breaches involving healthcare data.

Identity Theft Insurance

ID Experts' identity theft insurance will reimburse an individual for expenses associated with restoring their identity should they become a victim of identity theft. If an individual's identity is compromised, the policy provides coverage for up to \$1,000,000, with no deductible, from an A.M. Best "A-rated" carrier, subject to the terms, limits and/or exclusions of the policy.

Fully Managed Identity Recovery

ID Experts' fully-managed recovery service provides recovery and restoration for identity theft issues such as (but not limited to):

- Account Creation
 - Credit Cards
 - Payday Loans
 - Short Term Loans
 - Auto Loans
 - Mortgage
- Criminal ID Theft
- Medical Fraud
- Account Takeover
- Rental Application
 - Car Rental
 - Storage Rentals
 - Apartment Rentals
- Tax Fraud
- Benefit Fraud
- Online Auction Fraud
- Utility Creation
- Check Fraud
- Child Identity Theft

This service includes complete triage process for affected individuals who report suspicious activity and a personally assigned IDCare Specialist who will fully manage the recovery of each case to pre-theft status, establish additional security measures to prevent further fraud and continue to be a point of contact for future concerns or fraudulent activity.

Post-Enrollment Services

Once enrolled in services, impacted individuals will have full-access to ID Experts' Portland-based IDCare team who works with all our members to help them protect their identities. With extensive experience in identity protection, ID Experts' Specialists ensure its members are armed with the latest facts and advice so they can proactively protect themselves. Additionally, the Specialists provide information to members about how to access and analyze free credit reports, when to consider setting fraud alerts and how to opt out of junk mail which can reduce chances of fraud.

If a member detects fraudulent activity or suspects they are a victim of identity theft, ID Experts' dedicated, in-house IDCare team works directly with the member to understand the specific incident at a deeper level. The IDCare team will conduct three-way calls with organizations and/or credit bureaus and the member, as well as provide guidance and assistance in determining the best steps for remediation of the incident. Many times, ID Experts' IDCare team is able to assist the member in addressing the incident before it results in confirmed identity theft through use of best practices, early detection and preventative measures. However, if identity theft is confirmed, ID Experts' IDCare team will immediately begin the remediation process.

If identity theft is confirmed, a dedicated IDCare Specialist is assigned to the identity theft victim. The team won't stop until they resolve the member's identity back to pre-theft status. Using a customized recovery plan and innovative, fully-managed process through Limited Power of Attorney (LPOA), the Specialist is able to act on the member's behalf to restore their identity to pre-theft status. Each Specialist will also provide instructions on filing a police report, dispute and resolve any bills or collections resulting from fraudulent activities, conduct proactive searches of financial and public records to detect additional fraud, all while the member receives weekly

updates on the progress of their case. Even after the identity theft has been resolved, our team will keep the case on file for three (3) years, just in case any other issues arise.

Our IDCare team of Identity Theft Risk Management Specialists have successfully resolved thousands of cases of identity theft. Over 13 years they have been 100% successful on helping members restore their identities. No limit is placed on the time it takes to resolve an identity theft case.

Call Center Locations

If a UMC incident impacts less than 5,000 individuals, ID Experts will manage all response services in-house at ID Experts' Portland, OR headquarters.

If a UMC incident exceeds 5,000 impacted individuals, ID Experts will utilize the Garden City Group for print, mail and call center services. ID Experts partners with Garden City Group to augment our Portland based call center services. Garden City has a 60,000-square-foot call, processing and mail center located in Dublin, OH with additional locations in Lake Success, New York and Seattle, WA. Garden City Group has over 400 seats in Dublin, OH and the ability to ramp up to meet the volume demands of larger incidents due to a strong partnership with staffing agencies allowing for call center resources to be readily available to meet the needs of UMC. All services are managed by ID Experts and the partnership is seamless to ID Experts' clients and members.

Call Center Staff Training

ID Experts' training staff consists of three (3) training managers with a combination of 26 years of experience in project facilitation and employee management. Additional support staff is utilized in instances in which the new hire staffing capacity ranges from 100 - 300+ agents per training session. The support staff consists of 10-15 floor supervisors/managers.

Upon hire, agents go through at least 40 hours of training including competency exams, role-play, auditing of phone calls and taking test calls prior to being live on the phones. Once trained in the basics of their role and industries in which they are supporting, each agent is trained on the specific cases in which they will be taking calls.

The average duration of case training is 7-10 days. A projected training plan varies based on case type, complexity of case, and business needs. A projected training plan is submitted prior to implementation of new hire training and consists of a day-to-day agenda outlining each training module planned for facilitation. The projection covers all courses from orientation to the transition of agents to operations. The training model consist of facilitator-led training, computer-based training, review activities, case assessments, mock calls, live agent observation, and the integration of agents into live calls to assist in agent development.

We have an extensive list of training modules that are tailored to the needs of our clients. Generalized courses that are required for all new hires consists of Internal Policies and Procedures Training, Company Overview Training, Customer Service Skills Training, Internal system Training (proprietary), Phone Utilization Training, Quality Assurance Training, and Time-keeping Application training. Project training will vary based on case type, complexity of case, and business needs and we encourage clients be involved in the development and delivery of training to ensure consistency and quality.

File Formats for Encrypted Data Files

ID Experts will provide UMC with a data load template in Excel format. All data is transmitted over SFTP or secure email depending on the data included in the file. In addition, files are encrypted with PGP encryption to secure the filed contents via SFTP and secure email operations.

Data Hosting

ID Experts considers security a top priority. Through use of extensive physical, environmental, and human resources security controls including but not limited to: assigned badge security clearance, background checks, awareness training, and disciplinary measures for non-compliance.

All data is transmitted over SFTP or secure email depending on the data included in the file. In addition, files are encrypted with PGP encryption to secure the filed contents via SFTP and secure email operations.

Data is stored at an offsite location in Las Vegas, NV provided by ViaWest. This data center is Tier IV with SSAE-16 Type II compliance and is encrypted and classified. All data, including back-up and at rest, is encrypted using AES-256. ViaWest conducts SOC audits and ID Experts can provide those reports upon request.

All systems and networks are near real-time redundancy, occurring within five (5) minutes to ID Experts' back-up facility. Although other client data is stored at this location, all UMC data would be logically separated for security and protection. Any data stored within the data center/behind firewall is not accessible via mobile devices and only through a dedicated VPN and need-to-know basis from remote locations. All vendors go through security due diligence and an annual business review.

Client data is stored up to seven (7) years or as specified by client. When applicable, ID Experts will dispose of data using DoD 5220.22-Malgorithm and the equipment is then recycled.

Timeframe for Completion

Services would be implemented within three (3) to five (5) days following notification of incident from UMC. Refer to Table below on expected timeframe of each identified task to be performed by ID Experts with involvement from UMC.

Description	Timeframe for Completion
Kickoff Call	24 Hours following notification of incident
Toll Free Number (TFN) and Basic IVR Live	1 Business Day
Notification Letter Development	1 - 3 Business Days
Cleansing of Impacted Individual Contact Information	1 - 2 Business Days
IVR and FAQ Scripting	1 - 3 Business Days
Address Verification, Print and Mail	Within 5 Business Days of receipt of data and final draft of Notification Letter
Call Center Agent Training	1 - 3 Business Days
Enrollment Website	1 - 2 Business Days
Call Center Live	5 Business Day
Daily Reporting	Following First Day of Launch
Metric Reporting Including Hits Per Day, Complaints, Concerns, Uptake, Status, City/State	As Specified by UMC
Returned Mail Address Verification and Remail	Within 14 Days of Initial Mailing - Ongoing

The implementation strategy of ID Experts Project Managers during a new client relationship and/or breach response is based on the Table above, broken down by timeframes below:

- Initial three (3) days following the kickoff call would include ongoing communication between the ID Experts PM and designated UMC contact to:
 - Draft and finalize deliverables including notification letter, FAQs and IVR scripts and website;
 - Securely obtain impacted population data to be cleansed, loaded into the call center CRM system and run through NCOA for best address;
 - Define reporting requirements and frequency; and
 - Develop a custom escalations procedure.
- Following the call center going live, the ID Experts PM will provide:
 - Daily communication;
 - Daily reports of call center metrics; and
 - Status reports of escalations and other items as defined by UMC.

Upon execution of the Agreement, but without an active incident, the ID Expert PM can provide deliverables to UMC including:

- Notification letter samples;
- Sample FAQs and IVR script; and
- Data load templates.

By obtaining these deliverables in advance, UMC can ensure that all pre-emptive measures and exchange of basic information are in place as to increase the speed of response in the event of an incident.

The ID Experts team would also attend or participate in any incident response testing or plans the UMC would like or is required to prepare in the event of an incident.

Quality Assurance Process

ID Experts utilizes various Quality Assurance (QA) programs to ensure that both our clients and the impacted individuals are receiving industry leading white glove service that consistently exceeds expectations.

QA Call Monitoring and Coaching Program

This program establishes a standard for performance review and quality assurance in the call center. This framework will insure services are performed in a manner that meets and/or exceeds internal policy requirements and client expectations.

The QA Call Monitoring and Coaching program includes management and peer audit of calls, three (3) calls per week for each agent. The management audit is done weekly, involving review of random calls as well as escalated calls. Each session consists of supervisors, call center managers, and quality assurance managers jointly listening to calls and then completing and comparing quality assessments. If an agent ranks below a 90% on a call review, they are immediately removed from taking calls and begin working with management to address their areas of insufficiency.

The Peer Review program is also utilized weekly by the QA Call Monitoring and Coaching Program. Each call center agent has three (3) of their calls reviewed per week by an assigned peer. This allows for a strengthening of team rapport while also providing a constructive and less intimidating environment for feedback. Identical to the management review, if an agent ranks below a 90% on any one of the call review, they are immediately removed from taking calls and begin working with management to address areas of insufficiency.

In addition to the QA Call Monitoring and Coaching Program, several performance statistics are monitored daily in real-time. These statistics include: agent adherence to schedules, time spent speaking to members, and time following the call to log necessary information. We also monitor phone agent interactions daily to ensure conformance to established quality standards.

Employee Performance

Each employee receives a 90-day review following initial hire. This provides an opportunity to openly communicate about the areas of the role the employee enjoys, dislikes, does well or could improve upon. Following the 90-day review, all employees receive annual reviews. Similar to the 90-day review, this engagement encourages open communication between employee and leader to identify areas for growth, improvement and engagement. Additionally, each employee drafts annual goals pertinent to their role within the company as well as goals associated with professional development such as attending conferences or workshops or obtaining a role related certification. By setting these goals, employees can identify areas of their role in which they enjoy and would like to pursue further leading to increased engagement and overall success for both the individual and the company.

Subcontractor Performance

Prior to partnering, ID Experts conducts extensive due diligence and stringent selection processes on all potential subcontractors. Once selected, ID Experts conducts quarterly business reviews and annual security audits of all vendors. The quarterly business reviews allow for ID Experts and the subcontractor identify areas for growth in the partnership, procedural defects that may be cumbersome or costly to one or all parties involved as well as strengthen the overall relationship. ID Experts views our relationship with each subcontractor as a partnership, encouraging synergy between the companies for increased success.

Performance Measures

Aside from real-time call monitoring, ID Experts previously used satisfaction surveys to proactively monitor member satisfaction.

Within the last 30 days, ID Experts has simplified our surveys by using the Net Promoter Score (NPS) survey model. Following contact with a member, the survey requests that the member rank their experience from one to ten (1-10) with an option to provide additional feedback. To date, ID Experts has a rating of 55 with any score over 50 being rated as excellent against industry standards.

In addition to the NPS model, ID Experts also maintains an extensive quality assurance program within our call centers. Refer to Quality Assurance Process Section above.

The ID Experts reporting platform provides a sophisticated business intelligence and reporting engine that delivers performance and metric elements on call center, website, and other services provided by ID Experts to UMC and the affected population. The following daily or weekly reports are standard and included in all engagements:

- Number of calls in
- Number of calls out
- Number of new enrollments, with source of origin (call center, website, IVR)
- Escalations

ID Experts will provide these reports via email in Excel format either daily or weekly as specified by UMC. Additional standard reports specific to call center metrics, website activity and/or identity restoration cases can also be provided upon request or as identified in the finalized statement of work.

Breach Services

Customize your solution from our comprehensive offering

PROJECT MANAGEMENT AND SETUP

- Develop and manage the on-going project plan for 3 months
- Define actions, responsibilities, and timeline
- Implement internal systems to manage, track, and support communication to affected population
- Provide status calls on a daily-to-weekly basis to discuss efficiencies, FAQ, and budget
- Rapid change request support

NOTIFICATION LETTER

- Customized letter (1 version) written to minimize breach related risks and meet the needs for your organization and the affected population
- IDX™ Recommended Steps for enrollment via the call center and managed website
- Printing, processing and handling of USPS First Class notification letter to population
- #10 – 8 1/2" X 11" double sided print, grayscale format
- #10 envelope, large window
- Acceptance of secured data feed with name, address and unique ID to validate affected population and integrate with CRM system
- NCOA address validation prior to mailing
- Return handling including researching undeliverable letters and managing resend process (optional service for additional charge)
- Legally compliant mailing for all 50 states
- Periodic reports include certificate of mailing, undeliverable letters and updated addresses from NCOA

SERVICE LEVEL AGREEMENTS (SLAS)

- Notification letters are mailed 3–5 business days from the receipt of finalized address data and a final draft of notification letter(s)
- Call center can be setup within 48 hours of receipt of FAQ scripting
- Agents staffed to ensure 90% of calls answered in 3 minutes or less

COMMUNICATIONS

Informational and Enrollment Website

- Provide the affected population with instant access to enrollment in ID protection and breach-specific information
- Provide links to IDX member website for access to exclusive member services and reporting of suspected identity theft
- Maintain website services for 3 months

Call Center – Interactive Voice Response

- Set-up and program customized Interactive Voice Response (IVR) technology
- IVR answers all calls with approved scripted recorded message
- After hours message requests caller to call back during normal business hours
- Calls directed to a live dedicated agent in less than 3 minutes
- Maintain all systems for 3 months

Call Center – Agent Staffing

- Agents will be trained on details of the incident; specific to frequently asked questions (FAQ) scripting, client process requests, escalations, customization, and service levels
- Live, dedicated, trained bilingual English and Spanish speaking representatives based in Beaverton, Oregon will be standing by to take calls
- Agent staffing is adjusted as call volumes decrease or increase to maintain the required SLAs
- Calls directed to a live agent 9 a.m.–9 p.m. Eastern, Monday–Friday (excluding holidays and weekends)
- Develop customized call center FAQ scripting, no limit on number of FAQs
- Callers validated through our fully integrated Customer Relationship Management (CRM) system
- Real-time monitoring for quality assurance
- Management of all calls that require escalation
- Foreign language services are available at an additional cost for languages other than English or Spanish
- Periodic call center reports on call volume, inbound and outbound calls, enrollments and website activity
- Maintain all systems for 3 months

Monitoring & Identity Recovery

Tailored to the specific risks of the breach

SINGLE BUREAU CREDIT MONITORING

Monitoring of a single credit bureau for changes to the member's credit file such as new credit inquires, new accounts opened, delinquent payments, improvements in the member's credit report, bankruptcies, court judgements and tax liens, new addresses, new employers and other activities that affect the member's credit record.

TRI-BUREAU CREDIT MONITORING

Monitoring of all three credit bureaus for changes to the member's credit file such as new credit inquires, new accounts opened, delinquent payments, improvements in the member's credit report, bankruptcies, court judgements and tax liens, new addresses, new employers and other activities that affect the member's credit record.

CYBERSCAN™

Dark Web monitoring of underground websites, chat rooms and malware, 24/7 to identify trading or selling of your personal information, like SSN's, bank accounts, email addresses, medical ID numbers, driver's license numbers, passport numbers, credit and debit cards, phone numbers, and other unique identifiers.

IDENTITY THEFT INSURANCE

Identity Theft Insurance will reimburse Covered Persons for expenses associated with restoring their identity should they become a victim of identity theft. If a Covered Person's identity is compromised, the policy provides coverage for up to \$1,000,000, with no deductible, from an A.M. Best "A-rated" carrier, subject to the terms, limits and/or exclusions of the policy.

FULLY MANAGED IDENTITY RECOVERY

IDX' fully-managed recovery service provides recovery and restoration for identity theft issues such as (but not limited to): Account Creation, Criminal ID Theft, Medical Fraud, Account Takeover, Rental Application, Tax Fraud, Benefit Fraud, Online Auction Fraud and Utility Creation. This service includes complete triage process for affected individuals who report suspicious activity, a personally assigned Recovery Advocate to fully manage recovery and restoration of each case and expert guidance provided for those with questions about id theft and protective measures.

IDX SINGLE BUREAU CREDIT MONITORING WITH CYBERSCAN + \$1M INSURANCE + IDENTITY RECOVERY

Best for: An incident that includes PII and/or financial information, such as social security number, name, address, etc. It is our most popular configuration

IDX CYBERSCAN MONITORING + \$1M INSURANCE + IDENTITY RECOVERY

Best for: Minors, decedents and breaches of healthcare information

IDX TRI-BUREAU CREDIT MONITORING WITH CYBERSCAN + \$1M INSURANCE + IDENTITY RECOVERY

Best for: Breaches of financial information or high profile, highly sensitive information is exposed

IDX IDENTITY RECOVERY + \$1M IDENTITY THEFT INSURANCE

Best for: Breaches that had minimal impact to PII

Breach Communication Services

Communication Services	Fixed Price per Affected Individual												
	Small Breach	500	2,500	5,000	10K	25K	100K	250K	750K	1.5M	3M	5M	10M
Project Management and Setup	Custom	\$1.50	\$0.65	\$0.60	\$0.30	\$0.15	\$0.10	\$0.08	\$0.05	\$0.05	\$0.02	\$0.01	\$0.01
Notification Letter	Custom	\$1.00	\$0.88	\$0.83	\$0.80	\$0.79	\$0.70	\$0.69	\$0.66	\$0.66	\$0.66	\$0.66	\$0.66
Website & Call Center IVR & agent staffing	Custom	\$1.50	\$0.50	\$0.43	\$0.33	\$0.24	\$0.21	\$0.19	\$0.18	\$0.16	\$0.15	\$0.14	\$0.12
TOTAL Breach Services (price excludes monitoring)	Custom	\$4.00	\$2.03	\$1.76	\$1.40	\$1.18	\$0.96	\$0.93	\$0.88	\$0.85	\$0.84	\$0.82	\$0.79
Alternate Notification Pricing (for Email instead of USPS)													
Email Notification	Custom	\$0.48	\$0.44	\$0.42	\$0.41	\$0.23	\$0.09	\$0.06	\$0.04	\$0.03	\$0.03	\$0.02	\$0.02

Additional Services	Cost
Email Blast Notification Setup	\$449 per form/template
Email Blast List Cleansing	\$7,000/1M records
Email Ad Hoc Reporting	\$325/hour of PM time
Additional Notification Letter Versions (beyond 3)	\$395/version
Re-mail of Notification Letters	\$0.99 per letter + \$499 remail fee
Lexis Nexus Enhanced Address Search	\$0.20-\$0.25 per search
Fedex Next Day Air Mailing	Market Rates for Origin to Destination
International Mailing Rates	Market Rate above USPS 1st Class rate

Affected individuals refers to the total number of individual records that were compromised. Breaches less than 500 records will be billed at the IDX minimum fixed fee of \$1,999.99. Per record pricing is on a sliding scale. The pricing provided above is subject to change and is for estimation purposes only. Breach pricing is dependent upon the nature of the breach and the needs of the client. The information in this document is proprietary to IDX™ and is privileged and confidential. Any disclosure, duplication, or use, in whole or in part, of this document, may only be obtained with the prior written consent of IDX™.

IDX Identity Protection Packages

(Priced per enrolled individual, one year)

	Cost per Enrolled Individual (one year)												
	Small	500	2,500	5,000	10K	25K	100K	250K	750K	1.5M	3M	5M	10M
Single Bureau Credit Monitoring with Cyberscan Dark Web Monitoring + \$1,000,000 Insurance + Identity Recovery	\$13.99	\$12.99	\$11.99	\$11.99	\$10.99	\$9.99	\$8.99	\$6.99	\$6.99	\$5.99	\$4.99	\$4.49	\$3.99
CyberScan Dark Web Monitoring + \$1,000,000 Insurance + Identity Recovery (Minor/Decedent Product)	\$8.99	\$7.99	\$6.99	\$6.99	\$6.49	\$5.99	\$5.49	\$4.99	\$4.99	\$3.99	\$3.49	\$2.99	\$2.49
Tri-Bureau Credit Monitoring with CyberScan Dark Web Monitoring + \$1,000,000 Insurance + Identity Recovery	\$27.99	\$24.99	\$22.99	\$20.99	\$20.99	\$19.99	\$18.99	\$17.99	\$16.99	\$15.99	\$15.99	\$14.99	\$13.99

The pricing provided above is subject to change and is for estimation purposes only. Breach pricing is dependent upon the nature of the breach and the needs of the client. The information in this document is proprietary to IDX™ and is privileged and confidential. Any disclosure, duplication, or use, in whole or in part, of this document, may only be obtained with the prior written consent of IDX™.

EXHIBIT B
2023-12 IDX – Breach Response Services
INSURANCE REQUIREMENTS

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

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

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

8/2/2024

DATE (MM/DD/YYYY)

3/15/2024

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

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

PRODUCER Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: Trumbull Insurance Company INSURER D: Maryland Insurance Company INSURER E: Federal Insurance Company INSURER F: --- SEE ATTACHMENT ---
INSURED 1474518 IDX 1834 S Charles St Baltimore MD 21230	NAIC # 29424 19682 27120 19348 20281

COVERAGES**CERTIFICATE NUMBER:** 20384542**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	42UUNBB0L83	11/8/2023	8/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	N	42UENBB0L7K	11/8/2023	8/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42XHUBB2SMU	11/8/2023	8/2/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	42WE BB0L7R	11/8/2023	8/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Crime E&O/Cyber 1x E&O/Cyber 2x E&O/Cyber	N	N	J06366818 See attached	8/2/2023 1/31/2024	8/2/2024 8/2/2024	\$3M Ret: \$15K See Attached See Attached See Attached

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

University Medical Center of Southern Nevada is included as Additional Insured on the General Liability and Automobile Liability are as required by written contract. The General Liability is Primary and Non-Contributory. Waiver of Subrogation applies in favor of Additional Insured under the General Liability as required by written contract. 30-day notice of cancellation included.

CERTIFICATE HOLDER**CANCELLATION** See Attachment**20384542**
 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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Technology E&O/Cyber	
Policy#:	MTP9031322 09
Policy Term:	1/31/2024 - 8/2/2024
Issuing Co.:	Indian Harbor Insurance Company
Ded?	\$-
Retention?	\$250,000.00
Each Occurrence	\$5,000,000.00
Aggregate	\$5,000,000.00

First Excess Technology E&O/Cyber	
Policy#:	PRX30031689401
Policy Term:	1/31/2024 - 8/2/2024
Issuing Co.:	Endurance American Specialty Insurance Company
Ded?	\$-
Retention?	n/a
Each Occurrence	\$5M x/s \$5M
Aggregate	\$5M x/s \$5M

Second Excess Technology E&O/Cyber	
Policy#:	XCE-295182J-01
Policy Term:	1/31/2024 - 8/2/2024
Issuing Co.:	Westfield Specialty Insurance Company
Ded?	\$-
Retention?	n/a
Each Occurrence	\$5M x/s \$10M
Aggregate	\$5M x/s \$10M

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: Language Training Center _____
 Contact Person: _____ Telephone Number: _____
 Description of Work: _____

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

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

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

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

 Estimated Percentage of Total Dollars: _____
 Business Type: ___ MBE ___ WBE ___ PBE X 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 D

Business Associate Agreement

This Agreement is made effective as of the date of the 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 Identity Theft Guard Solutions, Inc. d/b/a IDX, a ZeroFox company, 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 at least as restrictive 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 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. This constitutes notice of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that do not result in unauthorized access to, or use, loss, modification, destruction, or disclosure of, PHI, such as pings and other broadcast attacks, port scans, unsuccessful log-on attempts, unsuccessful denial of service attacks, or any combination thereof.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
 - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
 - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human

Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, Business Associate will destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and provide Covered Entity with written certification of same, or if such destruction is not feasible, Business Associate will provide written certification to Covered Entity of same and extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the above, a party may assign to a successor party in interest without obtaining such consent provided that, all of the following conditions must be met: (i) such assignment is in connection with a merger or corporate reorganization, by operation of law, or in connection with a sale of all or substantially all of the assets to which this Agreement relates; (ii) the assigning party provides written notice to the non-assigning party prior to the effective date of such assignment; and (iii) there is a written agreement, wherein the party to which the rights are assigned accepts all the duties and obligations of the assignor hereunder. 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 on Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written below.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____
Mason Van Houweling

By: _____

Title: CEO

Title: _____

Date: _____

Date: _____

Exhibit E

SUBCONTRACTORS

Subcontractor	Services	Location	Access to Data
TransUnion Interactive, Inc.	Credit Monitoring	California	Yes
CSIdentity Corp (Experian)	Social Security Trace, Court Records, and Change of Address monitoring	California	Yes
LTC Language Solutions	Conversational Assistance	California	in conversation, not stored
Amazon Web Services	MyIDCare platform hosting	Oregon, Virginia	hosting but no access
Salesforce.com, Inc.	Customer Relationship Management (CRM) - Customer records	California	hosting but no access
Box.com	Secure file sharing	California	hosting but no access (aggregate reporting only)
Etech	Customer service/phone support	Texas	Yes
Specialty Print Communications	Print/mail services	Illinois	Yes
KP Corp	Print/mail services	California	Yes
DTI	Print/mail services	Georgia	Yes
LexisNexis	Address search	New York	Yes
Concord III	e-Fax services for call center	Seattle	Yes
ZeroFox, Inc.	Customer service/phone support Dark web monitoring	Maryland	Yes
iContact	Email services	North Carolina	Yes

Company will give notice to Hospital (1) thirty (30) days in advance of any changes to Subcontractors with access to Hospital Data (as indicated with a "Yes" in the applicable column above including and additions thereto and/or replacements thereof) and (2) no more than thirty (30) days following any changes to any other Subcontractors; whereupon Hospital may elect to terminate this SOW in its discretion, provided, however, that Company reserves the right to make changes to Subcontractors with access to Hospital data on less than thirty (30) days' notice if it deems the change necessary or advisable to the provision of applicable services, and further provided that the replacement Subcontractor has provided a SOC 2, Type II report issued pursuant to SSAE 18 and has the ability to comply, and does in fact comply, with the obligations of this Agreement.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Identity Theft Guard Solutions, Inc.						
(Include d.b.a., if applicable) IDX						
Street Address: 4145 SW Watson Ave, Suite 400			Website: idx.us			
City, State and Zip Code: Beaverton, OR 97005			POC Name: Ian Kelly Email: ian.kelly@idx.us			
Telephone No: 800-939-4170			Fax No:			
Nevada Local Street Address: (If different from above)			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name: Email:			

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

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


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

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

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

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

Identity Theft Guard Solutions, Inc.

<div>DocuSigned by:  Signature</div> <div>CFO</div> <div>Title</div>	<div>Tim Bender</div> <div>Print Name</div> <div>3/15/2024</div> <div>Date</div>
---	--

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue: Agreement with ROI-IT, 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 ROI-IT, LLC for Sophos Endpoint Security services; or take action as deemed appropriate. <i>(For possible action) (For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Sophos Endpoint Security
Bid/RFP/CBE: NRS 332.115(1)(h) – Software
Term: 9/30/2024 - 9/29/2027
Amount: \$1,476,513.02
Out Clause: Budget Act and Fiscal Fund Out

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

BACKGROUND:

This request is to enter into a new Agreement with ROI-IT, LLC (“ROI-IT”) for Sophos Endpoint Security on all workstations and servers, along with the Sophos Managed Threat Response monitoring service. This cyber security platform will help managed detection, network detection, and response, which will provide better protection against advanced malware and targeted attacks. UMC will compensate ROI-IT \$1,476,513.02 for three (3) years from September 30, 2024, through September 29, 2027.

UMC’s Chief Information Officer has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

ROI-IT currently holds a Clark County business license.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 20, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 27, 2024

Agenda Item #

9

QUOTE

University Medical Center of Southern Nevada
 1800 W Charleston Blvd
 LAS VEGAS NV 89102

Date
 Mar 12, 2024

Expires
 Apr 12, 2024

Account Number

Quote Number
 RQ-2037

ROI-IT, LLC
 6955 N Durango Drive
 Ste. 1115 # 328
 LAS VEGAS NV 89149
 UNITED STATES

Reference
 Sophos ADV-NDR-MDR
 Complete - 36 MTHS

Sophos Cyber Security Renewal - 36 Months

Reference:

- This quote is governed by the terms and conditions of the Sophos End User Agreement executed by the parties effective September 30, 2021.
- ROI-IT, LLC Business Associate Agreement effective March 1, 2023

Description	Quantity	Unit Price	Tax	Amount USD
MDRCEU36AJRCAA - Sophos Central Managed Detection and Response Complete (MDR) - 5000-9999 Users - 36 Months - Renewal	5000.00	201.55	Tax Exempt	1007750.00
Start Date: 9/30/2024 End Date: 9/29/2027 (Existing License L0005347002)				
MDRCSS36BGRCAA - Sophos Central Managed Detection and Response Complete Server (MDR) - 100-999 Servers - 36 Months - Renewal	800.00	312.05	Tax Exempt	249640.00
Start Date: 9/30/2024 End Date: 9/29/2027 (Existing License L0005347002)				
MDRNDU36AJRCAA - Sophos Central Network Detection and Response (NDR) - 5000-9999 users and servers - 36 MOS - Renewal	5800.00	26.25	Tax Exempt	152250.00
Start Date: 9/30/2024 End Date: 9/29/2027				
EPEE3CTAA - Sophos Enhanced Plus Support - 5000-9999 Users - 36 Months - Renewal	1.00	66873.02	Tax Exempt	66873.02
			Subtotal	1476513.02
			Total No Tax 0%	0.00
			TOTAL USD	1476513.02

Terms

Accepted and Agreed to by:

Please Sign For Approval: _____ **Print Name/Title of Signatory:** _____ **Date:** _____

Company representative signature above hereby attests and acknowledges that he or she is duly authorized and has the legal capacity to execute and approve this quote. If a purchase order is not provided, this signed quote shall serve as the purchase order with Net 30-day payment terms unless otherwise stated in an Invoice, Statement of Work (SOW) or other document(s).

This quote contains information from ROI-IT that is confidential and privileged. The information is intended for the private use of the customer. Customer shall keep the contents of this document in confidence and not copy, disclose, or distribute outside their organization without written request to and written confirmation from ROI-IT. If you are not the intended recipient, be aware any disclosure, copying, or distribution of the contents of this document is prohibited.

SOPHOS END USER LICENSE AGREEMENT

This Sophos End User License Agreement is effective on September 30, 2021 ("Effective Date") between

- A. SOPHOS LIMITED**, registered in England and Wales number 2096520 with registered offices at The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom ("**Sophos**"), and
- B. UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, registered in Nevada, United States, with a place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102 ("**Licensee**").

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 '**Affiliates**' means, with respect to each party, entities that control, are controlled by, or are under common control with such party. For the purposes of this definition, "control" means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

1.2 '**Computer**' means any device or computing environment that benefits from the Licensed Product (including without limitation, workstations, personal computers, laptops, netbooks, tablets, smartphones, and environments connected to an email server, an internet proxy or a gateway device, or a database). The Licensed Product does not have to be physically installed on the computer environment to provide benefit, nor is there a requirement for the computing hardware to be owned by the Licensee. The term 'Computer' as defined herein includes, without limitation, non-persistent deployments, electronic devices that are capable of retrieving data, and virtual machines.

1.3 '**Consumer**' means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

1.4 '**Documentation**' means the formal Product documentation (whether electronic or printed) published by Sophos for each Product.

1.5 '**Fee**' means the fee payable for the Product, enhanced support package, Maintenance subscription, and/or extended Maintenance subscription.

1.6 '**Hardware**' means a hardware Product, together with any related components provided by Sophos (including but not limited to power supply modules, disk drives in carriers, ship kits and rack mount kits).

1.7 '**License Agreement**' means this Agreement and the Schedule.

1.8 '**License Entitlement**' has the meaning in [Clause 3.2](#) below.

1.9 '**Licensed Products**' means all or each (as the context so allows) of those software program(s) accompanying or provided for use under the terms of this License Agreement, listed on the Schedule and/or that are installed on the Hardware provided to Licensee, together with the Documentation and any of the Upgrades and Updates to those programs, but excluding any third party software as described in [Clause 9](#).

1.10 '**Licensee**' means the person or entity that has been granted license rights under this License Agreement, and 'Licensee's' means belonging to, pertaining to or engaged by Licensee, whether on a temporary basis or otherwise.

1.11 '**Maintenance**' means collectively Upgrades and/or Updates (where applicable to the Product), SMS message processing (where applicable to the Product), and standard technical support as further described in [Clause 4](#).

1.12 '**Outsourced Provider**' means a third party to whom Licensee or Licensee's Affiliates have outsourced their information technology functions.

1.13 '**Partner**' means a reseller, distributor or other independent third party from which Licensee validly obtains Sophos Products.

1.14 '**Product**' means the Licensed Product, media and/or Hardware, as applicable.

1.15 **'Product Term'** has the meaning set out in [Clause 3.1](#) of this License Agreement.

1.16 **'Sanctions and Export Control Laws'** means any law, regulation, statute, prohibition, or similar measure applicable to the Products and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including, but not limited to, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the Products.

1.17 **'Schedule'** means the order confirmation or license certificate issued by Sophos that details the Product(s) licensed by Licensee and corresponding Product Term, License Entitlement and license credentials, and which forms part of this License Agreement.

1.18 **'Server'** means a Computer upon which the Licensed Product is installed and from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product, then the Computer is not considered a Server.

1.19 **'Sophos'** means Sophos Limited (a company registered in England and Wales number 02096520) with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK.

1.20 **'Update'** means an update to the library of rules and/or identities and/or other updates to the detection data or software (excluding Upgrades) made available to Licensee by Sophos at its sole discretion from time to time automatically or otherwise, but excluding any updates marketed and licensed by Sophos for a separate Fee.

1.21 **'Upgrade'** means any enhancement or improvement to the functionality of the Product, Product version or Product feature made available to Licensee by Sophos at its sole discretion from time to time automatically or otherwise, but excluding any software and/or upgrades marketed and licensed by Sophos for a separate Fee.

1.22 **'User'** means an employee, consultant or other individual who benefits from the Product licensed to Licensee.

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3. RIGHTS AND RESTRICTIONS

3.1 Term.

3.1.1 This License Agreement is effective as of the Effective Date and shall remain in force until the earlier of (i) expiry of the Product Term of all items licensed hereunder, or (ii) termination of this License Agreement in accordance with the terms and conditions herein.

3.1.2 Unless this License Agreement is terminated earlier, (i) the Product Term for fixed term subscription-based Licensed Products, Maintenance packages and support packages shall commence on the start date and end on the expiry date noted on the Schedule (license keys for any unactivated licenses of a License Entitlement shall be deactivated on such expiry date), and (ii) the Product Term for Products that are billed on an auto-renewing basis shall commence on the date of purchase and continue for the duration of the authorized payments (subject to any minimum subscription term that may be noted on the Schedule), and (iii) where expressly noted in the Schedule or the Licensing Guidelines at <https://www.sophos.com/en-us/legal> the Product Term shall be perpetual (each the "Product Term").

3.1.3 In consideration of the payment of the Fee by Licensee and receipt of the corresponding payment by

Sophos, Sophos hereby grants to Licensee a non-exclusive, non-sublicensable, and non-transferable (except as otherwise provided in this License Agreement) right to use the Products for their respective Product Term subject to the terms and conditions contained within this License Agreement.

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3.3 Rights. Licensee is permitted to:

3.3.1 use the Products solely for Licensee's and its Affiliates' own internal information security purposes. This Clause does not apply to Consumers who are instead granted rights to use the Products as set out in Clauses [15.5](#), [15.7](#), [15.8](#) and [15.9](#);

3.3.2 make a reasonable number of copies of the Licensed Products or any part thereof for backup or disaster recovery purposes provided that Licensee reproduces Sophos's proprietary notices on any such backup copy of the Licensed Products. Such restriction shall not prevent Licensee from backing up or archiving Licensee's data.

3.4 Restrictions. Licensee is not permitted to:

3.4.1 modify or translate the Products (i) except as necessary to configure the Licensed Products using the menus, filters, options and tools provided for such purposes and contained in the Product, and (ii) in relation to the Documentation, except as necessary to produce and adapt manuals and/or other documentation for Licensee's internal business purposes;

3.4.2 reverse engineer, disassemble (including without limitation, removing the covering plates that bar access to the Hardware ports and/or accessing internal components of the Hardware) or decompile the Products or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein, or create derivative works based on the Products, or authorize any third party to do any of the foregoing, except to the extent that such restriction is prohibited by applicable law;

3.4.3 except to the extent expressly stated otherwise in this License Agreement, use Products for which Licensee has not paid and Sophos has not received the applicable Fees;

3.4.4 sub-license, rent, sell, lease, distribute, transfer, transmit, embed, provide access to, or otherwise use the Products for the benefit of third parties as part of a service bureau or managed-service arrangement, cloud services offering, bundled product or otherwise, except as expressly provided under this License Agreement and/or unless Licensee enters into a separate agreement with Sophos for such purposes;

3.4.5 use the Products other than in the course of business and for Licensee's own internal information security purposes unless and to the extent that such Products have been expressly licensed for employee personal use or Consumer use in accordance with Clauses [15.5](#), [15.7](#), [15.8](#) and [15.9](#);

3.4.6 transfer Licensed Products to any third party without the prior written consent of Sophos, except where Licensee has purchased a perpetual term Licensed Product and desires to transfer the Licensed Product to another person or entity. Such transfer of a perpetual term Licensed Product must ensure that (i) the entire License Entitlement is transferred to a single recipient and is not sub-divided, (ii) the Licensed Product is deleted by the Licensee at the time of transfer, (iii) the Licensee passes full details of the recipient to Sophos, and (iv) the recipient agrees to be bound by the terms and conditions of this License Agreement, including without limitation [Clause 11](#); and/or

3.4.7 use the Products in or in association with safety critical applications where the failure of the Products to perform can reasonably be expected to result in a physical injury, or in loss of property, or loss of life. Any such use is entirely at Licensee's own risk, and Licensee agrees to hold Sophos harmless from and hereby releases Sophos from any and all claims or losses relating to such unauthorized use.

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Products provided that: (i) Licensee shall provide prior written notice to Sophos, (ii) the Affiliates and Outsourced Providers shall only use and/or operate the Products, in accordance with the license rights granted herein, on behalf of Licensee and its Affiliates, (iii) the actual usage of the Products by Licensee, Licensee's Affiliates and Outsourced Providers in aggregate shall not exceed the License Entitlement purchased by the Licensee, (iv) Licensee shall ensure that its Affiliates and the Outsourced Providers are aware of and comply with the terms and conditions of this License Agreement; and, (v) Licensee shall be responsible for, and hold Sophos harmless from, the acts and omissions of its Affiliates and Outsourced Providers relating to use of the Products.

3.6 Licensee acknowledges and agrees that it has not based its purchasing decision on the future availability of any new products and/or additional features, components or versions of the Products, nor on any oral or written comments made by Sophos regarding future functionality or features.

3.7 Licensee is solely responsible for its compliance with the applicable terms and conditions of any third-party agreements, including without limitation payment of any third-party fees, for hardware, software, connectivity and any other third-party products and services.

3.8 Where a reseller, service provider, consultant, contractor or other party downloads, installs, manages or otherwise uses the Products on Licensee's behalf, such party will be deemed to be Licensee's agent and to the extent permitted by applicable law, Licensee, not Sophos, shall be responsible for the acts or omissions of such party in relation to its management or use of the Products on Licensee's behalf.

4. MAINTENANCE AND SUPPORT

4.1 If the Licensee has purchased a Sophos Firewall, Sophos Firewall Manager, Sophos iView or Sophos UTM Licensed Product, Maintenance is included for the first ninety (90) days from the date of purchase. Separate Maintenance packages are available for purchase. For all other subscription term Licensed Products, Maintenance is included for the duration of the Product Term.

4.2 If the Licensee has purchased a perpetual term Licensed Product, Maintenance is not included. Except to the extent prohibited by applicable law, (i) Licensee must purchase a separate Maintenance package on a subscription term basis that is equal to the number of perpetual license units purchased, and (ii) if the Licensee's Maintenance subscription has lapsed and Licensee wishes to renew it, Sophos reserves the right to charge Licensee a reinstatement charge in accordance with its then current price list.

4.3 Maintenance includes standard/base level technical support. Enhanced technical support packages are available subject to payment by Licensee and receipt by Sophos of the corresponding Fee. Standard and enhanced technical support packages are described at: <https://www.sophos.com/en-us/support/technical-support.aspx>. Unless otherwise authorized by Sophos in writing, technical support is provided for the latest version of the relevant Product. Sophos may, but is not obliged to, continue supporting old or discontinued Product versions.

4.4 If Maintenance is discontinued in accordance with [Clause 8](#) below, Sophos may (at its sole discretion) offer extended Maintenance packages beyond the published discontinuation date in consideration for an extended Maintenance subscription Fee.

4.5 Sophos reserves the right in its discretion to limit the number of Users who may contact Sophos technical support.

4.6 Any custom or sample code, files or scripts ("Fixes") provided by Sophos as part of the provision of technical support that do not form part of its standard commercial offering may only be used (i) in conjunction with the Product for which such Fixes were developed, and (ii) during the relevant Product Term, subject to the provisions of [Clause 15.6](#).

5. WARRANTIES FOR LICENSED PRODUCTS; INDEMNITY

5.1 Without limiting [Clauses 15.8](#) or [15.9](#) that apply to Consumers and subject to [Clause 15.6.5](#), Sophos warrants to Licensee only that for a period of ninety (90) days from the date of purchase (the "Licensed

Products Warranty Period"): (i) the Licensed Products will perform substantially in accordance with the Documentation provided that they are operated in accordance with the Documentation on the designated operating system(s); and (ii) the Documentation will adequately describe the operation of the Licensed Products in all material respects.

5.2 If Licensee notifies Sophos in writing of a breach of warranty under [Clause 5.1](#) during the Licensed Products Warranty Period, Sophos's entire liability and Licensee's sole remedy shall be at Sophos's option: (i) to correct, repair or replace the Licensed Product and/or Documentation within a reasonable time, or (ii) to terminate the License Agreement as to the affected Licensed Product, and the corresponding License Entitlement, and authorize a pro rata refund of the Fee following return of the relevant Licensed Product (and all copies thereof) accompanied by proof of purchase. Any replacement Licensed Products shall be warranted for the remainder of the original Licensed Products Warranty Period.

5.3 The warranty in [Clause 5.1](#) shall not apply if (i) the Licensed Product has not been used in accordance with the terms and conditions of this License Agreement and the Documentation, (ii) the issue has been caused by failure of the Licensee to apply Updates, Upgrades or any other action or instruction recommended by Sophos, (iii) the issue has been caused by the act or omission of, or by any materials supplied by, the Licensee or any third party, or (iv) the issue results from any cause outside of Sophos's reasonable control.

5.4 Subject to [Clauses 5.5](#) through [5.7](#) and [Clause 15.6.5](#), Sophos shall (a) defend, indemnify, and hold Licensee harmless from any third party claim, action, suit or proceeding alleging that Licensee's use or possession of the Product in accordance with the terms and conditions of this License Agreement infringes such third party's patent, trademark or copyright ("Claim"); and (b) reimburse Licensee's reasonable attorney's fees and costs actually incurred and any damages finally awarded or agreed to by Sophos in a monetary settlement. Sophos shall have sole control of the defense of the Claim and all associated settlement negotiations. Sophos may require Licensee to join and co-operate with the defense and/or settlement of the Claim at Sophos's cost.

5.5 If a Claim is made or appears likely to be made, Sophos, in its sole discretion, may: (i) procure a license so that Licensee's use and possession of the Licensed Product in accordance with the terms and conditions of this License Agreement does not infringe any third party patents, trademarks or copyrights; (ii) modify or replace the Product with a functionally equivalent Product so that it no longer infringes the third party's patents, trademarks or copyrights; or (iii) terminate the license to use the Product upon notice to Licensee and provide a pro rata refund of Fees paid for such Product that (a) relates to the period after the date of termination in the case of subscription term Products, and (b) is depreciated on a straight line five (5) year basis commencing on the date of purchase in the case of perpetual term Products.

5.6 Exclusions. Sophos shall have no liability or responsibility to indemnify, defend, and hold Licensee harmless under [Clause 5.4](#) if: (i) Licensee fails to notify Sophos in writing within ten (10) days of Licensee being notified of any such Claim, (ii) Licensee does not, at the written request of Sophos, promptly cease to use or possess the Product that is the subject of the Claim, (iii) Licensee, without Sophos's prior written consent, acknowledges the validity of the Claim or takes any action that might impair the ability of Sophos to contest the Claim, (iv) the infringement arises due to modification of the Product by anyone other than Sophos, use of the Product other than in accordance with the Documentation, or use of the Product with any hardware, software or other component not provided by Sophos, and the infringement would not have arisen without such use or modification, or (v) the Claim is raised based on use or possession in a country that is not a party to the World Intellectual Property Organization (WIPO) treaties on patents, trademarks and copyrights.

5.7 EXCEPT IN RELATION TO CONSUMER USE OF THE PRODUCTS UNDER [CLAUSE 15.8](#) (IN WHICH CASE [CLAUSE 15.8](#) SHALL ALSO APPLY) AND SUBJECT TO [CLAUSE 15.6.5](#), [CLAUSES 5.4](#), [5.5](#) AND [5.6](#) SET OUT LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND SOPHOS'S SOLE OBLIGATION AND LIABILITY IN THE EVENT THAT THE PRODUCTS INFRINGE OR ARE ALLEGED TO INFRINGE THE PATENTS, TRADEMARKS, COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LICENSEE WILL IN ANY EVENT MITIGATE LICENSEE'S LOSSES AS FAR AS POSSIBLE.

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6. DISCLAIMER OF WARRANTIES

6.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN [CLAUSE 5.1](#) ABOVE AND [CLAUSES](#)

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15.4.1 LICENSEE ACKNOWLEDGES AND AGREES THAT THE PRODUCT MAY REQUIRE THE COMPLETE ERASURE OF THE HARD DISK OF THE TARGET COMPUTER DURING INSTALLATION, INCLUDING WITHOUT LIMITATION THE OPERATING SYSTEM RESIDENT THEREON. BY INSTALLING THE AFOREMENTIONED PRODUCT, LICENSEE EXPRESSLY AGREES THAT IT SHALL ENSURE THAT THE COMPUTER ON WHICH SUCH PRODUCT IS TO BE INSTALLED DOES NOT CONTAIN ANY VALUABLE DATA, THE LOSS OF WHICH WOULD CAUSE DAMAGE TO LICENSEE, AND, SUBJECT TO [CLAUSE 15.8](#), SOPHOS EXPRESSLY DISCLAIMS ANY LIABILITY FOR LOSSES OF ANY KIND RELATED TO LICENSEE'S FAILURE TO DO SO.

15.5 Employee Personal Use.

15.5.1 [Employee](#) personal use of Products is not permitted without the prior express written consent of Sophos. If Sophos agrees to permit personal use of any Product, such use is subject to the terms of this License Agreement, and must not cause Licensee's total usage, including such personal use does not exceed the License Entitlement

15.5.2 Sophos may, in Sophos's sole discretion, make Sophos Home, Sophos Hitman, or Sophos Hitman Pro (each a "Personal Use Product") available to Licensee for personal use by employees of Licensee at no additional cost to Licensee. Such use shall be subject to the terms and conditions accompanying the Personal Use Product.

15.5.3 Licensee shall ensure that its employees are aware of and comply with the terms and conditions of this License Agreement, and, to the extent permitted by applicable law, Licensee shall be responsible for the acts and omissions of its employees relating to use of the Products.

15.6 Free Trials, Fixes, Technical Previews, Beta Testing, Early Access Programs and Free Tools.

15.6.1 If Sophos permits the Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), the Licensee may use the Product free of charge for evaluation solely for Licensee's own internal information security purposes for a maximum of thirty (30) days, or such other duration as specified by Sophos in writing at its sole discretion (the "Trial Period"). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 If the Free Trial relates to Hardware, Licensee must return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid upon the expiry of the Trial Period. Licensee is solely responsible for removing any and all of Licensee's data from the Hardware prior to return. If Licensee fails to return the Hardware upon expiry of the Trial Period, Sophos may invoice, and Licensee shall pay for, the Hardware at list price.

15.6.3 Sophos may, in Sophos's sole discretion, make certain Products available for personal use ("Home Use license"). Customer may only use Products made available under Home Use licenses for their own non-commercial personal use and not for any other purposes.

15.6.4 Sophos makes certain tools available for use in connection with other Products free of charge ("Free Tools"). Such Free Tools may only be used for the express purposes permitted by Sophos as identified in the associated documentation. The Product Term applicable to a Free Tool shall continue for the period indicated by Sophos or until (i) Sophos withdraws the Free Tool, or (ii) Sophos notifies the Licensee that it is no longer permitted to use the Free Tool. No Maintenance or technical support is included with, or provided for, Free Tools.

15.6.5 If Sophos provides Licensee with a Product for technical preview or beta testing purposes as part of an early access program (a "Preview Product"), Licensee may use the Preview Product for evaluation purposes

only for the period specified by Sophos (the "Test Period"). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any associated documentation and shall gather and report test data, and other Feedback to Sophos as set forth in [Clause 14.2](#). Except for Consumer Preview Products, the Preview Product must only be used in a non-production test environment unless expressly approved otherwise by Sophos. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. Sophos does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered Sophos's confidential information as set forth in [Clause 13.1](#).

15.6.6 [Clause 5](#) ("Warranties for Licensed Products; Indemnity") shall not apply to Free Trial products, Fixes, Home Use Products, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FIXES, HOME USE PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REMEDY OF ANY KIND.

15.6.7 Clauses [7.2](#) and [7.3](#) shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS LICENSE AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE RELATING TO A FREE TRIAL, FIX, FREE TOOL, OR PREVIEW PRODUCT THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED POUNDS STERLING (£100) OR ITS LOCAL CURRENCY EQUIVALENT.

15.7 Support Services Exceptions for Certain Products – Certain Products may be eligible for extended support in certain circumstances, upon payment of any applicable Fee by Licensee. A list of the eligible Products and details regarding the availability of extended support can be found at <https://community.sophos.com/kb/en-us/134968>.

15.8

15.8 Consumers. The following Clauses [15.8](#) and [15.9](#) apply if Licensee is a Consumer: PLEASE REVIEW THIS SECTION CAREFULLY. IT CONTAINS INFORMATION ABOUT CERTAIN IMPORTANT TERMS IN RELATION TO THE USE OF THE CONSUMER PRODUCTS PROVIDED BY SOPHOS. IT ALSO DETAILS YOUR LEGAL RIGHTS IN RELATION TO THESE PRODUCTS.

15.8.1 Licensee is only permitted to use those Products that are expressly designated by Sophos as suitable and available for Consumer use.

15.8.2 Licensee may only purchase Sophos Consumer Products if Licensee is at least the age of majority or are acting with the consent and supervision of a parent or guardian.

15.8.3 Licensee acknowledges that the Products have not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Products as described in the Documentation meet Licensee's requirements.

15.8.4 If Licensee experiences any problems with any Products:

(i) If Licensee has any questions or complaints about any Product, please contact Sophos by emailing our customer service team at support@sophos-home.zendesk.com. Note that technical support for Sophos Consumer Products is provided separately from Sophos's standard technical support offerings. Please refer to the Product Documentation for the technical support options available to Licensee for each Consumer Product.

(ii) If Licensee is a Consumer in the EU, Sophos is under a legal duty to supply Products that are in conformity with the contract set out in this License Agreement. Nothing in these License Agreement terms will affect Licensee's consumer legal rights made available in the country in which Licensee lives if applicable. If Licensee requires information about Licensee's rights, Licensee should contact Licensee's local legal counsel or local consumer support organizations.

15.8.5 Consumer Products are supplied only for domestic and private use. Licensee is not permitted to use the Products for any commercial, business or re-sale purposes, and to the maximum extent permitted by law, Sophos has no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.8.6 If Licensee is a Consumer in the EU, Clauses [7.1](#), [7.2](#) and [7.3](#) (which detail certain limitations on Sophos's potential liability) shall not apply to Licensee. Subject to additional rights Licensee may have as a Consumer as are further described in [Clause 15.8](#), Sophos is only responsible for loss or damage that Licensee suffers that is a foreseeable result of (i) breach of this License Agreement or (ii) Sophos's negligence. In the absence of such breaches of this License Agreement by Sophos, Licensee's use of the Products is at Licensee's own risk. Sophos is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by both parties at the commencement of this License Agreement.

Sophos does not exclude or limit in any way its liability to Licensee where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of Sophos's employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of Licensee's legal rights in relation to the Products as summarized at [Clause 15.8.5](#) above.

15.8.7 Clauses [14.11](#) and [14.12](#) shall not limit Licensee's right to take proceedings in or to benefit from consumer protection laws that apply in the country in which Licensee lives, including without limitation any right to alternative dispute resolution if Licensee is a Consumer in the EU.

15.9 Consumer Products.

15.9.1 Where Licensee has:

- (a) paid for a Product; or
- (b) received a Product for free as part of a bundle with other paid goods, services or other digital content, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content, Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.9.2 Where Sophos is in breach of [Clause 15.9.1](#), Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

Licenses for the "Sophos Home Premium" Product may be returned to the Partner from which Licensee purchased the Product for a refund of the Fees paid, for any reason, within thirty (30) days of the date of purchase.

15.9.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.9.4 If Licensee is a Consumer in the EU, where a Product supplied to Licensee causes damage to a device or to other digital content which, in either case, is owned by a Consumer (even where such Product is provided for free), Sophos will, in its sole discretion, either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

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15.9.5 This [Clause 15.9](#) shall take precedence (or in other words, be read so that they replace other terms) to the extent that there are any conflicting terms and conditions elsewhere in this License Agreement.

15.9.6 Other important terms

- (i) Sophos may transfer its rights and obligations under this License Agreement to another organization, and Sophos will always notify Licensee in writing if this happens, but this will not affect Licensee's rights or Sophos's obligations under this License Agreement.

- (ii) Licensee may only transfer Licensee's rights and obligations under this License Agreement to another person if Sophos agrees in writing.
- (iii) The contract formed by this License Agreement is between Licensee and Sophos. No other person shall have any rights to enforce any of its terms.
- (iv) Each of the paragraphs of this License Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (v) If Sophos fails to insist that Licensee perform any of Licensee's obligations under this License Agreement, or if Sophos does not enforce its rights against Licensee, or if Sophos delays in doing so, that will not mean that Sophos has waived its rights against Licensee and will not mean that Licensee does not have to comply with those obligations. If Sophos does waive a default by Licensee, Sophos will only do so in writing, and that will not mean that Sophos will automatically waive any later default by Licensee.
- (vi) Sophos may amend the terms and conditions of this License Agreement and/or any documents and policies referenced herein at any time by notice to Licensee. Sophos will use reasonable efforts to bring any such changes Licensee's attention, including without limitation via in-Product informational notices. Such amended terms and conditions shall be binding upon Licensee within fifteen (15) calendar days, unless Licensee objects to such amended terms and conditions by terminating Licensee's license in accordance with [Clause 12.2](#) or by notifying Sophos at legalnotices@sophos.com and entering into a subsequent written agreement between Sophos and Licensee. Failure to terminate Licensee's license within such period shall mean that Licensee expressly and unreservedly accepts all the amendments contained in the notice, which shall take effect immediately upon expiry of said fifteen (15) calendar day period. For the avoidance of doubt, such amended terms and conditions shall supersede any prior version of the License Agreement that may have been embedded in or packaged with the Product itself.

15.9.7 ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

This section 15.9.7 applies to Sophos, residents of the United States, and those who attempt to commence litigation within the United States.

- (i) Federal Arbitration Act. Licensee and Sophos agree that this License Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. This [Clause 15.9.7](#) is intended to be interpreted broadly and governs any and all disputes between Licensee and Sophos including but not limited to claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this License Agreement or any prior agreement (including, but not limited to, claims related to advertising); and claims that may arise after the termination of this License Agreement. The only disputes excluded from this broad prohibition are the litigation of certain intellectual property and small court claims, as provided below.
- (ii) Initial Dispute Resolution. Most disputes can be resolved without resort to arbitration. Licensee and Sophos agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. To commence this procedure, Licensee agrees to contact Sophos' support department via our support portal at <https://secure2.sophos.com/en-us/support/contact-support.aspx> or The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com, and provide a brief, written description of the dispute and Licensee's contact information (including information that could be used to identify Licensee's registered account if Licensee's dispute relates to an account). Alternatively, Sophos may contact Licensee using the last available information it has for Licensee.
- (iii) Binding Arbitration. If the Licensee and Sophos do not reach an agreed-upon solution within a period of sixty (60) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either You or Sophos may initiate binding arbitration as the sole means to resolve claims (except as provided in (v) below) subject to the terms set forth below. Specifically, all claims arising out of or relating to this License Agreement (including, but not limited to, its formation, performance, and breach), the parties' relationship with each other, and/or Licensee's download of, access to, or use of the Licensed Products shall be finally settled by binding arbitration administered by JAMS in accordance with the JAMS Streamlined Arbitration Procedure Rules for claims that do not exceed \$250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for claims exceeding \$250,000, in effect at the time the arbitration is initiated, excluding any rules or procedures governing or permitting class actions.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this License Agreement, including, but not limited to any claim that all or any part of this License Agreement is void or voidable, whether a claim is subject to arbitration, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To start an arbitration, Licensee must do the following: (A) Write a Demand for Arbitration that includes a description of the claim and the amount of damages you seek to recover. Licensee may find a copy of a Demand for Arbitration at www.iamadr.com; (B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to JAMS, One Beacon Street Suite 2210 Boston, MA 02108-3106 USA; and (C) Send one copy of the Demand for Arbitration to us at The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legalnotices@sophos.com. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Sophos will pay the additional cost. If the arbitrator finds the arbitration to be non-frivolous, Sophos will pay all of the actual filing and arbitrator fees for the arbitration. Licensee is responsible for Licensee's own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If Licensee is a resident of the United States or commences litigation within the United States, arbitration may take place at any reasonable location within the United States convenient for you. Residents of the United States, those who commence litigation within the United States, and Sophos further agree to submit to the personal jurisdiction of any federal or state court in the State of Nevada, U.S.A., in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(iv) Class Action Waiver. The parties further agree that the resolution of any disputes between the parties shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND SOPHOS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provisions set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

(v) Exception: Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through initial dispute resolution or binding arbitration, either party may bring an action in state or federal court or in the U.S. Patent and Trademark Office to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction. For such disputes, Licensee and Sophos agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in the State of Nevada, U.S.A. Licensee further agrees to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

(vi) 30-Day Right to Opt Out. Licensee has the right to opt out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt out to legalnotices@sophos.com with the subject line, "ARBITRATION AND CLASS ACTION WAIVER OPT-OUT." The notice must be sent within thirty (30) days of your first download of, access to, or use of the Product, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt out of these arbitration provisions, Sophos also will not be bound by them.

(vii) Changes to this Section. Sophos will provide sixty (60) days' notice of any changes to this section. Changes will become effective on the sixtieth (60th) day, and will apply prospectively only to any claims arising after the sixtieth (60th) day. If a court or arbitrator decides that this subsection on "Changes to this Section" is not enforceable or valid, then this subsection shall be severed from the Section entitled Arbitration and Class Action Waiver, and the court or arbitrator shall apply the first Arbitration and Class Action Waiver (or similarly named) section in existence after Licensee first downloaded, accessed, or used the Products.



Executed by the parties' duly authorized representatives as of the Effective Date:

SOPHOS LIMITED

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

Signature

Mason Van Houweling
Signature

Name (print)

Mason Van Houweling
Name (print)

Title (print)

Chief Executive Officer
Title (print)

Date

10/28/21
Date

Executed by the parties' duly authorized representatives as of the Effective Date:

SOPHOS LIMITED

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

JDenton

JDenton (Oct 12, 2021 11:01 GMT+3)

Signature

Signature

JDenton

Mason Van Houweling

Name (print)

Name (print)

Director

Chief Executive Officer

Title (print)

Title (print)

Oct 12, 2021

Date

Date

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:				10		
Corporate/Business Entity Name:		ROI-IT, LLC				
(Include d.b.a., if applicable)		ROI IT				
Street Address:		6955 N Durango Dr #1115		Website: www.roi-it.net		
City, State and Zip Code:		Las Vegas, NV 89149		POC Name: Michael Simmons		
				Email: mas@roi-it.net		
Telephone No:		702.425.8414		Fax No: 702.425.8415		
Nevada Local Street Address: (If different from above)		Website:				
City, State and Zip Code:		Local Fax No:				
Local Telephone No:		Local POC Name:				
		Email:				

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Sarah Lopez-Simmons	Managing Member	70
Michael Simmons	Managing Member	30

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

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

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

 Signature Managing Member/Director Title	Michael Simmons Print Name 03/04/24 Date
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DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?
- ☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	Retail Pharmacy Consulting and Management Agreement with Cardinal Health Pharmacy Services, 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 the Retail Pharmacy Consulting and Management Agreement with Cardinal Health Pharmacy Services, LLC; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000717100	Funded Pgm/Grant: N/A
Description: Retail Pharmacy Consulting and Management Agreement with Cardinal Health Pharmacy Services, LLC	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: 2 years from Effective Date	
Amount: \$1,431,541.80	
Out Clause: 180 days notice commencing 24 months after opening	

BACKGROUND:

This request is to enter into a new Agreement with Cardinal Health Pharmacy Services, LLC (“Cardinal Health”) for consulting and management services with respect to the establishment of 2 new pharmacy locations. UMC will compensate Cardinal Health an estimated \$1,431,541.80 (including potential performance incentives) plus potential expenses. There is an initial preliminary consulting service to make recommendations with respect to construction and EPIC build-out. Thereafter, there is an anticipated 6 month consulting period to get licensure and establish the pharmacies. Once opened there is a 36 month management contract whereby Cardinal will provide a pharmacist in charge to manage the pharmacies. 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 Director of Pharmacy Services has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC’s Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their March 20, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 27, 2024

Agenda Item #

10

This Retail Pharmacy Consulting and Management Agreement ("Agreement") is entered into by and between Cardinal Health Pharmacy Services, LLC, located at 13651 Dublin Ct., Stafford, Texas 77477 ("Cardinal Health") and University Medical Center of Southern Nevada, located at 1800 W. Charleston Blvd., Las Vegas, Nevada 89102 ("Customer") as of April 1, 2024 (the "Effective Date"). Cardinal Health and Customer are each a "Party" and, collectively, the "Parties."

Whereas Customer desires to open two (2) new retail pharmacies to be located at 1800 W. Charleston Blvd., Las Vegas, Nevada 89102, and 701 Shadow Lane, Las Vegas, Nevada 89106 ("Pharmacy" or "Pharmacy Sites");

Whereas, Cardinal Health has the expertise to design, open and manage pharmacies;

Therefore, Cardinal Health shall provide Customer with its new Pharmacy consulting and management services ("Services") as follows:

ARTICLE I DELIVERABLES, DUTIES AND RESPONSIBILITIES

1.01 New Pharmacy Consulting Service. Cardinal Health's New Pharmacy Consulting Service ("New Rx Consulting Service") shall be a collaborative effort between Customer and Cardinal Health. Cardinal Health shall provide Customer with its preliminary consulting services requested by Customer for a portion of the deliverables listed in 1.01 (a) ("Preliminary Consulting Services") prior to October 1, 2024. New Rx Consulting Service, for two (2) separate Pharmacy Sites as identified on Exhibit A (hereinafter referred to as "Pharmacy" or "Pharmacy Sites"), for an anticipated period of six (6) months ("Consulting Initial Term"). Should Customer not open (as defined below in Section 1.02) both Pharmacy Sites at the conclusion of the Consulting Initial Term, then Cardinal Health shall continue to provide Customer its New Rx Consulting Service for the Pharmacy that is not opened and the Management Services for the Pharmacy that is opened, subject to the reduced Management Fee, as set forth in Section 3.01(b)(i) until both Pharmacy Sites are open.

a. **Cardinal Health Deliverables** Cardinal Health shall provide the following deliverables (the "Deliverables"):

i. A pharmacy consultant (the "Consultant") to oversee Customer's Pharmacy opening activities which shall include assisting Customer with:

1. Recommendations for Pharmacy physical layout and design
2. Recommendations for sourcing of fixtures and shelving
3. Identification and implementation of appropriate software, including at a minimum the pharmacy system, IVR, and POS, which selection shall be subject to the approval of Customer
4. Establishing hours of operation, which shall be subject to the approval of Customer
5. Recruiting hiring, and training of Pharmacy staff, which selection shall be subject to the approval of Customer
6. Developing policies and procedures which shall be subject to the approval of Customer
7. Federal and state licensing, with Cardinal Health's assistance to consist solely of guidance as Customer shall be responsible for completion of all license application forms and other materials
8. Contracting with necessary PBM which selection shall be subject to the approval of Customer
9. Developing a marketing and communication plan which shall be subject to the approval of Customer
10. Implementing a 340B program which shall be subject to the approval of Customer
11. Developing optimal purchasing processes for Drugs which selection shall be subject to the approval of Customer
12. Develop and implement the Meds-to-Beds program which shall be subject to the approval of Customer

ii. In the Consultant's reasonable discretion, or at the reasonable request of the Customer and subject to Cardinal Health's availability, on-site visits to the Pharmacy as needed for performance of the Deliverables above.

iii. The Consultant shall report on a regular basis to Customer's administrator or designee on the progress and status of Customer's Pharmacy opening activities.

iv. Cardinal Health shall make its Consultant available remotely to Customer to answer questions and provide guidance on Customer's Pharmacy opening activities each month throughout the opening process.

v. Additional items may be added to the New Rx Consulting Service by amendment. Should the addition of any items result in a change to the resources, timeline or expense of providing the New Rx Consulting Service, Cardinal Health may decline to provide such items unless and until the Parties have agreed, in an amendment, to a commensurate increase in the New Rx Consulting Fee.

b. **Customer's Obligations during the Pharmacy Opening Process** The fulfillment of the New Rx Consulting Service depends on the availability and accessibility of Customer resources and data elements. Therefore, Customer shall:

i. Provide Cardinal Health in a mutually agreed upon electronic format, data as Cardinal Health may reasonably request, provided such data is not deemed confidential. Such data shall be complete and accurate and Cardinal Health shall be entitled to rely thereon.

ii. Provide appropriate security clearances and/or internet access to Cardinal Health personnel, consistent with Customer policies and as needed to permit Cardinal Health to perform the New Rx Consulting Service.

iii. Be available and accessible to Cardinal Health as reasonably needed in order to review results, approve resource and data requests, and mitigate issues as they occur.

iv. Review recommendations and provide feedback and approval in a reasonably timely manner.

v. Provide adequate space, utilities and security controls according to applicable guidelines of state and federal regulatory agencies for the operation of the Pharmacy. The parties represent and warrant that any such space or utilities Customer provides shall not be for Cardinal Health's exclusive use and shall at all times be provided at Customer's discretion.

vi. Remain ultimately responsible for:

1. performing the Pharmacy opening activities set forth above
2. paying the expenses associated with the construction and build out of the Pharmacy
3. paying for the purchase or lease of furniture, fixtures, and software
4. the execution of third-party agreements
5. obtaining licensure as required for the Pharmacy opening (as defined below)

1.02 Retail Pharmacy Management. The Pharmacy shall be considered "open" once Customer has received a Nevada State Board of Pharmacy license and DEA number and the Pharmacy is legally and operationally able to fill a prescription. Upon the opening of the first Pharmacy and for the remaining term of this Agreement as defined in Section 4.01 ("Pharmacy Management Period"), Cardinal Health shall be the exclusive provider of Pharmacy services as set forth in this Section 1.02 at Pharmacy Sites (with the exception of the Meds-to-Beds program) ("Management Services"). Cardinal Health shall, with Customer's cooperation, provide all Pharmacy clientele care-oriented Pharmacy services that meet or exceed the accreditation standards for pharmacy services for applicable licensing, accrediting and regulatory agencies, as well as Medicare and Medicaid conditions of participation and applicable state and other law, and all such other services that are necessary and appropriate to operate Customer's Pharmacy.

a. **Cardinal Health Duties during Pharmacy Management Period**

i. **Pharmacy Personnel.** Cardinal Health shall provide one (1) full-time equivalent Pharmacy manager that will be "Cardinal Health's Pharmacist-in-Charge" of one Pharmacy Site. All other staff, including a Customer pharmacist-in-charge of the second location, will be employed by Customer. Customer reserves the right to request the removal from on-site duty of any Cardinal Health personnel who fail to comply with any of the material terms or conditions of this Agreement or with Customer's policies.

Upon Customer's request as set forth in this Section 1.02 (a), Cardinal Health shall remove such on-site personnel and shall replace such personnel as soon as is reasonably possible and shall within five (5) calendar days provide Interim Coverage in accordance with Section 3.01(e). Cardinal Health may participate in the selection process of Customer's Pharmacy staff; however, Customer shall be responsible for recruitment and final selection of all Customer Pharmacy employees or agents of Customer. Cardinal Health's Pharmacist-in-Charge shall oversee and operate both Pharmacy Sites.

1. Replacement Fee. During the term of this Agreement, should an employee or agent of a Party terminate their employment with such Party in order to be hired by the other Party as an employee or consultant, and the hiring Party has directly solicited or encouraged the employee or agent to leave the employment or other service of that Party the hiring Party agrees to pay non-hiring Party a Replacement Fee equal [REDACTED]

[REDACTED] This shall not apply to those employees or agents terminated for cause or to employees or agents responding to general solicitations or advertisements.

2. Cardinal Health shall ensure that all Pharmacy personnel are appropriately licensed by the Nevada State Board of Pharmacy, certified, credentialed by Customer, and qualified to perform the Services being provided by such personnel hereunder.

ii. Staff Training and Development. Cardinal Health shall provide Pharmacy education materials and training for Pharmacy personnel based on job title as reasonably determined to be necessary. Such materials and training may include, but are not limited to: fraud, waste, and abuse; Combat Methamphetamine Epidemic Act of 2005; controlled substance security; controlled substance recordkeeping; Drug Supply Chain Security Act; customer service; and poison prevention.

iii. Regulatory Compliance. Cardinal Health shall perform an annual Pharmacy performance assessment [REDACTED]

iv. Pharmacy Inventory Management Cardinal Health shall manage Customer's Pharmacy inventory. In accordance with industry standards, Cardinal Health's inventory management responsibilities include Drug (defined below in Section 5.20) procurement, monthly inspections for out-of-date Drugs and short-date Drugs, which shall be processed for return credit when available, management of breakage, shrinkage and loss, maximization of inventory turns and minimization of stock outs in accordance with industry standards. A perpetual inventory shall not be maintained, except as required for controlled substances by applicable law. Cardinal Health shall work with Customer's pharmacy physical inventory count efforts to ensure inclusion of new retail/outpatient inventory.

v. Order Drugs. Cardinal Health shall oversee the ordering of all Drugs necessary to provide an adequate supply of Drugs to be administered to the Pharmacy Sites utilizing the Customer's agreements with its group purchasing organization ("GPO"), including agreements such GPO may have with drug manufacturers and wholesalers. Customer shall receive all eligible manufacturer rebates from Drugs ordered by Cardinal Health.

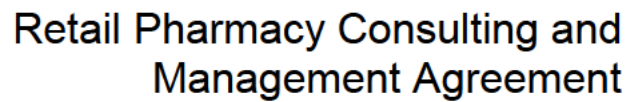
vi. 340B Program Drugs. Cardinal Health's duties as they relate to the Federal 340B drug discount program ("340B Program") are set forth in the attached Exhibit B.

vii. Pharmacy Operations. The Pharmacy hours of operation, drug wholesaler and GPO shall be established by Customer by the time the Pharmacy opens.

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

ix. Cardinal Health shall also:

[REDACTED]



b. Representations of Cardinal Health. Cardinal Health represents and warrants that:

- Record #00224865.0

- x. It shall comply with the Standards of Performance, attached hereto as **Exhibit C** and incorporated by reference.

c. **Customer Duties.** The Parties agree that Cardinal Health's success is predicated upon Customer's cooperation, facilitation, and timely implementation of recommended initiatives. As such, Customer agrees to perform the following:

i. Licensure and Permits. Customer shall obtain all necessary local, state and federal licenses and permits required for the operation of the Pharmacy and shall have the primary responsibility for recordkeeping and security of controlled substances maintained within its premises, including the Pharmacy.

ii. Grant of Authority. Customer shall allow Cardinal Health to act in its name, to the extent permitted by applicable law, for the sole purpose of ordering Drugs necessary to provide an adequate supply of Drugs to be administered to the Pharmacy Sites, under permits issued in Customer's name by the applicable state Board of Pharmacy, Drug Enforcement Administration, and other governmental health care regulatory agencies that affect the operation of pharmacies. If necessary, Customer shall issue a revocable power of attorney to the Cardinal Health's Pharmacist-in-Charge for the sole purposes of ordering and purchasing controlled substances on its behalf. In the event such permits are not able to be secured, either Party may terminate this Agreement without cause, upon written notice to the other Party.

iii. Cooperation Customer shall (a) support and require Customer's employees, agents and staff to cooperate with Cardinal Health's management of the Pharmacy as required by this Agreement; and (b) support marketing and business development strategies proposed by Cardinal Health and approved by Customer.

iv. Plant, Property, Supplies and Equipment

1. Customer shall retain responsibility for the Pharmacy Sites and compliance with applicable federal and state laws, regulations and guidelines related thereto, including environmental safety training required by applicable law, regulations and guidelines. Customer is responsible for implementing and maintaining information technology systems necessary for continued Pharmacy operations including any personnel required for such implementation and maintenance. Customer shall provide fixed and movable Pharmacy equipment, including maintenance required for the efficient operation of the Pharmacy.

2. Customer shall provide "Other Items" as necessary and customary for the operation of the Pharmacy, including but not limited to reasonable office equipment, supplies, dues and subscriptions, publications, and non-Drug pharmaceutical supplies used in preparation, packaging or storing of Drugs.

v. Information Technology. Customer shall provide the Cardinal Health Pharmacist-in-Charge with the use of a computer that meets the hardware and software requirements of the Pharmacy's wholesalers and other vendors.

vi. Credit Information. Customer shall provide Cardinal Health with any commercially reasonable credit information as requested by Cardinal Health prior to the start of services and, after that, as may be reasonably requested from time to time.

vii. 340B Program The Parties agree that Cardinal Health's duties as they relate to the 340B Program are dependent in part upon data generated by Customer. Customer's duties as they relate to the 340B Program are set forth in Exhibit B.

viii. Drug Invoices. Customer shall be responsible for the payment of all invoices for Drugs ordered by Cardinal Health on behalf of Customer through Customer's wholesaler, together with all applicable sales, use, excise, gross receipts, or other federal, state, or local taxes or other assessments, on its purchase of taxable Drugs.

ix. Pharmacy Inventory Counts. Customer shall provide Cardinal Health prior notification of upcoming pharmacy physical inventory counts to ensure inclusion of the Pharmacy in such counts.

ARTICLE II
LICENSURE AND REGULATORY REQUIREMENTS

2.01. Cardinal Health's services provided herein shall comply with all applicable laws, and all ordinances, regulations and standards of all applicable accrediting bodies, as well as those written policies and procedures of Customer made available to Cardinal Health and its employees.

2.02. All pharmacists who dispense Drugs shall be duly licensed as pharmacists as required under the laws of the State of Nevada. In addition, all employees, agents and staff who provide patient services shall be registered, certified and/or licensed and in good standing as required by the laws, regulations and guidelines of the State of Nevada. Each Party shall immediately notify the other should this status change.

2.03. Neither Party nor their respective employees providing services under this Agreement are excluded or disqualified in any manner from participation in any federally funded health care program. Each Party shall immediately notify the other should this status change. Drugs provided by Cardinal Health to Customer's employees, clientele and medical staff shall only be used for Customer's "own use" purposes in accordance with the U.S. Supreme Court's decision in the case of Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc. et al., 425 US 1 (1976).

2.04. Each Party covenants that it is in good standing under the laws of the state in which it is organized and has the power and authority to enter into this Agreement. Each Party shall immediately notify the other should this status change with respect to such Party.

ARTICLE III
COMPENSATION AND FINANCIAL ARRANGEMENTS

3.01. Cardinal Health shall invoice Customer for the following fees, as set forth below.

a. **Preliminary Consulting Fee.** Beginning on the Effective Date, Customer agrees to pay Cardinal Health a monthly Preliminary Consulting Fee of [REDACTED] for up to five (5) hours of consulting each month for Preliminary Consulting Services. In the event Customer has additional needs which exceed the five (5) hours per month, Cardinal Health shall bill and Customer shall pay [REDACTED] per hour for any additional hours of consulting as requested by Customer and provided by Cardinal Health each month. Cardinal Health shall track and bill time by the quarter hour. This Preliminary Consulting Fee shall be discontinued on October 1, 2024.

b. **New Rx Consulting Fee.** Beginning on October 1, 2024, Customer agrees to pay Cardinal Health a consulting fee in the amount of [REDACTED], payable in six (6) equal monthly installments of [REDACTED] in consideration of the New Rx Consulting Service for both pharmacies (the "New Rx Consulting Fee"), during the Consulting Initial Term.

i. In the event of delays, the Parties will mutually agree if suspension of service is appropriate based on Cardinal Health's ability to continue providing any Deliverables set forth in Section 1.01(a). The Parties acknowledge that there may be a delay requiring suspension of services based upon construction of the first Pharmacy Site and the health record system build. If a material portion of Deliverables cannot be provided due to the delay, Cardinal Health shall suspend the New Rx Consulting Fee until such delays are resolved, and the New Rx Consulting Fee will resume in the normal course above. During this time, Customer may engage Cardinal Health for limited consulting, with corresponding payment of pro-rated consulting fees, which would equal [REDACTED] per hour of consulting.

ii. **Ongoing Consulting Fee.** Should both of Customer's Pharmacies not open at the anticipated expiration of the Consulting Initial Term, then the Consulting Initial Term shall be extended until one (1) Pharmacy opens. Customer agrees to pay Cardinal Health an ongoing consulting fee of [REDACTED] per month (the "Ongoing Consulting Fee") subject to the terms of Section 3.01(b)(i) until such time as one (1) Pharmacy Opens. This Ongoing Consulting Fee shall be discontinued as of the first (1st) month of the Pharmacy Management Period.

c. **Management Fee.** Except as set forth in 3.01(c)(i), beginning month one (1) of the Pharmacy Management Period, Customer agrees to pay Cardinal Health, a monthly management fee in the amount of [REDACTED] for the Management Services

("Management Fee"). Should such opening occur mid-month, the Management Fee shall be pro-rated accordingly for that month.

i. In the event that one Pharmacy Site has opened and a delay prevents opening at the other Pharmacy Site, the Management Fee shall temporarily be adjusted to [REDACTED] until such time as both Pharmacy Sites have opened. Should such opening occur mid-month, the Management Fee shall be pro-rated accordingly for that month.

d. **Performance Incentives.** Beginning in the Pharmacy Management Period and subsequent to establishment of performance metrics by written amendment, Cardinal Health shall have an opportunity to earn a monthly performance incentive [REDACTED]. The performance incentives for the first (1st) year of the Pharmacy Management Period will include but not be limited to metrics around implementation of a Meds-to-Beds program and defined patient capture rates. The metrics shall be agreed upon and set forth in an amendment to this Agreement following the Consulting Initial Term. Performance incentives shall be reviewed and revised as needed annually thereafter.

e. **Travel Expenses.** Cardinal Health shall invoice Customer for, and Customer agrees to pay, Cardinal Health's reasonable travel expenses associated with the New Rx Consulting Service during Cardinal Health's performance of this Agreement. All travel expenses shall be in accordance with Customer's travel policy and shall not exceed two thousand five hundred dollars (\$2,500) per trip. The following are the acceptable travel guidelines for reimbursement of travel costs: Reimbursement shall only be for the contract personnel.

- i. **Transportation:**
 - 1. Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
 - 2. Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.
- ii. **Meals:** All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.
- iii. **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.
- iv. **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.
- v. 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.
 - 1. Company's Invoice
 - 2. With copy of executed Agreement highlighting the allowable travel
 - 3. List of travelers
 - 4. Number of days in travel status
 - 5. Hotel receipt
 - 6. Meal receipts for each meal
 - 7. Airline receipt
 - 8. Car rental receipt (Identify driver and passengers)
 - 9. Airport parking receipt (traveler's Airport origin)
 - 10. Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
 - 11. Airport long term parking (only for economy rate)
- vi. The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):
 - 1. Personal vehicle (HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel)
 - 2. Excess baggage fares
 - 3. Upgrades for transportation, lodging, or vehicles
 - 4. Alcohol
 - 5. Room service

6. In-room movie rentals
7. In-room beverage/snacks
8. Gas for personal vehicles
9. Transportation to and from traveler's home and the airport
10. Mileage
11. Travel time

f. **Interim Coverage.** As mutually agreed to by the Parties, Cardinal Health may need to provide temporary coverage for the Cardinal Health Pharmacist-in-Charge when the Cardinal Health Pharmacist-in-Charge is unavailable for reasons that include, but are not limited to, an extended leave ("Interim Coverage"). Interim Coverage shall be provided by an individual as equally qualified as the Cardinal Health Pharmacist-in-Charge to assure no negative impact to the services provided under this Agreement.

g. **Taxes.** Customer represents and warrants that it is tax exempt and has provided copies of its tax exemption certificates.

h. **Annual Index.** The Management Fee shall be indexed on the anniversary date of the first (1st) day of the first (1st) full month of the Pharmacy Management Period and annually thereafter by the annual percentage change in the Hospital and Related Services category of the Consumer Price Index for all Urban Consumers (CPI-U) as released by the U.S. Department of Labor's Bureau of Labor Statistics ("CPI") for the index three (3) months prior (that typically being the most current index available), but in no event shall the index be more than 3%.

3.02. Payment Terms.

a. Cardinal Health shall provide an invoice to Customer each calendar month for services provided to the Pharmacy pursuant to this Agreement on or about the first (1st) day of the month following each month of service ("Service Month"). During the Preliminary Consulting Services period, any additional hours of consulting provided in the prior Service Month shall be included on the next month's invoice. Such invoice payment is due within fifteen (15) days of invoice date ("Due Date"). Cardinal Health retains the right to adjust Customer's payment terms based on payment performance, changes in financial condition or other credit consideration it deems relevant. Customer will pay a service charge calculated at the rate of 1.0% per month (or the maximum rate allowed by law, if such rate is less than 1.0% per month) on any amount not paid by Customer to Cardinal Health by the Due Date from the first day of delinquency until such amount is paid in full, along with reasonable attorney fees associated with any such delinquency. Failure or delay by Cardinal Health to bill Customer for any such services charges will not waive Cardinal Health's right to receive the same. In addition to any other right or remedy available to Cardinal Health under this Agreement or applicable law, in the event Customer fails to pay any invoice by the Due Date, Cardinal Health, in its sole discretion and upon written notice to Customer, shall not be obligated to purchase or provide Drugs to or on behalf of Customer. Service charges shall not exceed \$10,000.00 per year.

b. Customer shall make all payments to Cardinal Health under this Agreement by wire transfer of funds (FEDWIRE) to the Cardinal Health bank account provided below:

[REDACTED]

Or alternatively, by automated clearing house (ACH) to the Cardinal Health bank account provided below:

[REDACTED]

c. No deduction may be taken by Customer and Customer agrees to pay each invoice, in full, by the Due Date. In the event Customer disputes a portion of an invoice, Customer shall provide Cardinal Health the following information within seven (7) business days of invoice date: (1) invoice number, (2) amount disputed, and (3) specific details as to the nature of the dispute. The Parties shall use reasonable best efforts to resolve any disputes within thirty (30) calendar days from the date Customer provides Cardinal Health with information regarding the invoice dispute as set forth in this Section 3.02(c). Any credit due to Customer or additional changes resulting from the dispute resolution shall appear as a line item on Customer's next monthly invoice. Each Party shall appoint a representative to review invoice detail monthly and meet as needed to reconcile.

ARTICLE IV TERM AND TERMINATION

4.01. Term of Agreement. The term of this Agreement shall be for a period beginning on the Effective Date and ending on the last day of the thirty-sixth (36th) full month from the start of the Pharmacy Management Period ("Initial Term") unless subject to earlier termination as set forth below. The Initial Term shall not exceed five (5) years.

4.02. Default Either Party may affect an early termination of this Agreement upon the occurrence of a material breach by the other Party. The non-breaching Party must give written notice to the breaching Party of the nature and occurrence of such breach. If the breach is not cured within sixty (60) days after the date of such notice, or if the breaching Party has not made reasonable efforts to effect the cure if the breach cannot reasonably be cured within such sixty (60) day period, then the non-breaching Party may, in addition to any and all other rights or remedies it may have, provide written notice to the breaching Party that this Agreement will be terminated immediately following the expiration of such sixty (60) day period. In the event of a payment default not cured within thirty (30) days after written notice, Cardinal Health may terminate this Agreement upon ten (10) days' prior written notice.

4.03. Termination Without Cause. After the first twenty-four (24) month period of the Initial Term, either Party may terminate this Agreement, without cause, upon One Hundred Eighty (180) days written notice to the other Party. If Customer terminates this Agreement, Cardinal Health waives any cause of action or claim for damages arising out of or related to the termination; provided however, it shall not relieve Customer of any payment due and owing to Cardinal Health for Services rendered under the terms of this Agreement.

4.04. Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS354.626), the financial obligations under this Agreement shall not exceed those monies appropriated and approved by Customer for the then current fiscal year under the Local Government Budget Act. The 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 the Agreement, with ninety (90) day advance written notice to Cardinal Health. Customer 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 Customer of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

4.05. Regulatory Compliance. This Agreement shall be construed to be in accordance with, and each party will comply with, all applicable laws, rules and regulations that govern this Agreement. The parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this set forth in an executed written agreement within thirty (30) days of receipt of notice from one party to the other party setting forth the proposed changes. Either party may, by giving the other an additional sixty (60) days written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms.

4.06. Termination

a. Effect of Termination Termination shall not affect any liability or obligation of either Party accrued prior to termination.

b. Customer's Duties upon Termination All Customer-specific manuals, policies and procedures utilized in the Pharmacy, and clientele records necessary to operate the Pharmacy shall remain in the Pharmacy. Customer agrees to provide Cardinal Health access to or copies of such documents reasonably requested by Cardinal Health to the extent necessary to handle claims brought after termination, subject to execution of an appropriate confidentiality agreement.

**ARTICLE V
GENERAL PROVISIONS**

5.01. Confidentiality. Pricing, business plans, manuals, standard operating procedures, policies, processes, strategies and any trade secrets all constitute "Confidential Information." The Parties shall not disclose or use any Confidential Information for any purpose other than as set forth herein. The Parties shall protect the Confidential Information in the same manner that they protect the confidentiality of their own proprietary and confidential information of like kind, but in no event shall they exercise less than reasonable care in protecting such Confidential Information. If either Party is compelled by law to disclose any Confidential Information, it shall provide the other Party with prior notice of such compelled disclosure and reasonable assistance to contest the disclosure. If either Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of this Section 5.01, the aggrieved Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate. This Section 5.01 shall survive the termination or expiration of this Agreement for a period of three (3) years. Notwithstanding the foregoing, any obligations of confidentiality and non-use governing Protected Health Information (as defined by HIPAA) that are included in a Business Associate Agreement in effect between the Parties shall continue in effect in accordance with the terms of such Agreement and as required by applicable law.

If Customer receives a demand for the disclosure of any information related to this Agreement which Cardinal Health has claimed to be Confidential Information, Customer will immediately notify Cardinal Health of such demand and Cardinal Health shall immediately notify Customer of its intention to seek injunctive relief in a Nevada court for protective order. Cardinal Health shall indemnify, defend and hold harmless Customer from any third-party claims or actions, including all reasonable associated costs and attorney's fees, regarding or related to any demand for the disclosure of Cardinal Health documents in Customer's custody and control in which Cardinal Health claims to be confidential and proprietary.

The obligations created by this Section 5.01 shall not apply to particular Confidential Information if the Party in receipt of the Confidential Information ("Recipient") can reasonably demonstrate such Confidential Information:

- a. is in the public domain at the time of the disclosure of Confidential Information by disclosing Party to Recipient;
- b. becomes publicly available subsequent to disclosure of Confidential Information by disclosing Party without Recipient's breach of any obligations owed the disclosing Party;
- c. became known by Recipient at any time from a source other than the disclosing Party and other than by breach of an obligation of confidentiality owed to the disclosing Party;
- d. was otherwise known by Recipient prior to disclosure of Confidential Information by disclosing Party to Recipient;
- e. was independently developed by Recipient without reference to, exposure to, use of, or disclosure of any Confidential Information
- f. Is a public record under Nevada law.

5.02. Insurance. Without limiting any other obligation or liability under this Agreement, Cardinal Health agrees that upon execution of this Agreement and through the Initial Term, Cardinal Health shall, at its own cost and expense, obtain and maintain insurance coverage with limits and conditions not less than those specified below:

Customer 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 Customer are protected by the limited waiver of sovereign immunity contained in Chapter 41 of the Nevada Revised Statutes. Customer is self-insured as allowed by Chapter 41 of the Nevada Revised Statutes. Upon request, Customer will provide Cardinal Health with a Certificate of Coverage prepared by its Risk Management Department certifying such self-coverage.

In the event that any of the above described insurance policies are written on a claims made basis, then such policy(ies) shall be maintained during the entire period of this Agreement and for a period of not less than three (3) years following the termination or expiration of this Agreement.

The Parties hereby acknowledge and agree that each Party may self-insure and self-administer all or any portion of the required insurance and to the extent that each does self-insure, such insurance will not be deemed to exceed the scope of coverage and/or limits that would have been provided in an actual policy of insurance that satisfies the insurance requirements set forth in this Section 5.02. Further, no insurance coverage maintained by either Party, whether self-insurance or otherwise, will be construed to expand any indemnification obligations that may be contained in this Agreement.

Except to the extent provided through a self-insurance or self-administered program, the above described insurance policies will be issued by insurance carriers with an A.M. Best Rating of at least A- VII. Upon execution of this Agreement and upon renewal of the required insurance policies, each Party agrees to provide evidence of the insurance required in this Agreement. Evidence of all-risk property insurance, if required, will include evidence of loss payee status for Cardinal Health, Inc.

5.03. Discounts. Any rebates and price reductions provided in this Agreement may constitute a "discount or reduction in price," as defined under federal or state Anti-Kickback Statutes, on products and services purchased from Cardinal Health. Each Party shall comply with any and all requirements imposed on buyers under 42 U.S.C. § 1320a-7b(b)(3)(A) and the "safe harbor" regulations regarding discounts or other reductions in price set forth in 42 C.F.R. § 1001.952(h)) and other similar laws, regulations and guidelines, including state laws. Customer may be obligated to accurately report, under any state or federal programs which provides cost or charge based reimbursement, the net cost actually paid by Customer, and each Party shall comply with its respective reporting obligations.

5.04. Access to Records. During the Initial Term and for a period of four (4) years after the termination or expiration of this Agreement, Cardinal Health shall make available, upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), or upon request of the Comptroller General of the United States ("Comptroller"), or any of their duly authorized representatives (collectively, the "Requesting Party"), this Agreement and any books, documents, and records necessary to certify the nature and extent of the costs paid by Customer to Cardinal Health pursuant to this Agreement ("Access"). If Cardinal Health pays a subcontractor more than \$10,000 over a twelve (12) month period to perform the Agreement, then Cardinal Health shall obligate the subcontractor to permit Access to the Requesting Party to equivalent information as that provided under the immediately preceding sentence. This Section 5.04 shall survive the termination or expiration of this Agreement for the period set forth in the first sentence of this Section 5.04.

5.05. Press Release or Public Announcements. Neither Party will make any press release regarding this Agreement or the transactions contemplated hereby without the other Party's express prior written consent, except as required under applicable law, regulation or guideline or by any governmental agency,

in which case the Party required to make the press release shall use commercially reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the press release prior to issuing the press release or making the public disclosure.

5.06. Data. All data submitted by Customer to Cardinal Health pursuant to this Agreement (“Customer Data”) remains the sole property of Customer.

5.07. Indemnification. Cardinal Health shall indemnify and defend Customer its corporate affiliates, and any director, officer or employee thereof) from and against any and all damages, liabilities, losses, fines, costs and expenses (including, but not limited to, reasonable attorneys’ fees) sustained or incurred by the other in connection with any third-party claim, suit, action, investigation or proceeding (each, an “Action”) to the extent arising out of or resulting from (i) Cardinal Health’s breach of any representation or warranty contained in this Agreement or (ii) bodily injury, wrongful death, or tangible property damage to the extent caused by or arising from Cardinal Health’s negligence or willful misconduct in performance of its obligations under this Agreement.

To the extent permitted by Nevada law, Customer shall indemnify and defend Cardinal Health, its corporate affiliates, and any director, officer or employee thereof) from and against any and all damages, liabilities, losses, fines, costs and expenses (including, but not limited to, reasonable attorneys’ fees) sustained or incurred by the other in connection with any third-party claim, suit, action, investigation or proceeding (each, an “Action”) to the extent arising out of or resulting from (i) Customer’s breach of any representation or warranty contained in this Agreement or (ii) bodily injury, wrongful death, or tangible property damage to the extent caused by or arising from Customer’s negligence or willful misconduct in performance of its obligations under this Agreement.

Cardinal Health shall indemnify and defend Customer and its corporate affiliates, and any director, officer or employee thereof, against all liability (including reasonable attorney’s fees) arising from any Action based on or arising from any claim alleging that Cardinal Health’s software and/or services infringe any patent or copyright of any third party. To the extent permitted by Nevada law, Customer shall indemnify and defend Cardinal Health and its corporate affiliates, and any director, officer or employee thereof, against all liability (including reasonable attorney’s fees) arising from any Action based on Cardinal Health’s use of any data submitted by Customer to Cardinal Health for its software and/or services (“Customer Data”).

Notwithstanding the foregoing, neither Party is obligated to indemnify or defend the other to the extent such Action arises out of or results from the other Party’s negligence or willful misconduct.

All indemnification obligations in this Section are conditioned upon the a Party: (i) promptly notifying the indemnitor of any Action of which an indemnitee becomes aware (including a copy of any related complaint, summons, notice or other instrument); provided, however, that failure to provide such notice within a reasonable period of time shall not relieve the indemnitor of any of its obligations hereunder to indemnify except to the extent a defense or counterclaim is materially prejudiced, or additional fees or costs are incurred, by such failure to give timely notice; (ii) reasonably cooperating with the indemnitor in the defense of any such Action (at the indemnitor’s expense); and (iii) not compromising or settling any Action without prior written consent of the other Party.

5.08. Exclusion of Certain Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OR PROFITS. This Section 5.08 shall not limit a Party’s right to indemnification from the other Party pursuant to Section 5.07 and shall survive the termination or expiration of this Agreement.

5.09. Business Associate Obligations This Agreement shall be subject to the Business Associate Agreement entered into between the Parties effective June 18, 2018.

5.10. Force Majeure If a Party is reasonably prevented from performing an obligation of the Agreement because of fire, flood, wind, earthquake, explosion or other disaster, acts of military authorities, acts of civil authorities unrelated to any violation of law by the Party, war, riot, insurrection, act of terrorism, pandemic (including, but not limited to, the COVID- 19 pandemic) or other cause beyond the Party’s reasonable control (collectively, a “Force Majeure Event”), then that Party shall not be in breach of the Agreement during the period that Party is prevented from performing the obligation because of the Force Majeure

Event provided that the Party (i) promptly delivers notice to the other Party identifying the Force Majeure Event and (ii) exercises reasonable commercial efforts to resume performance as soon as is reasonably possible.

5.11. Assignment. Neither Party may assign any rights or obligations under the Agreement without the other Party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding on the Parties and their successors and permitted assigns.

5.12. Notices. Any notice from one Party to the other Party shall be in writing and shall be deemed to be given: (i) upon delivery if by hand or by overnight courier; or (ii) three days after mailing, if by certified or registered mail to the receiving Party's Notice Address below. Either Party may change its Notice Address upon delivery of notice to the other Party.

Cardinal Health Pharmacy Services, LLC
Attn: National Operations Director
13651 Dublin CT
Stafford, Texas 77477

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

Invoices shall be sent to both of the following emails:
UMC AP@umcsn.com
inpatientpharmacymgmt@umcsn.com

5.13. Severability; Non-Waiver. If a court or other body of competent jurisdiction declares any term of the Agreement invalid or unenforceable, then the remaining terms shall continue in full force and effect. No right created by the Agreement shall be deemed waived unless specifically and expressly waived in a writing signed by the Party possessing the right.

5.14. Governing Law. This Agreement shall be governed by the laws of the State of Nevada without regard to that state's conflicts of law provisions.

5.15. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding of the Parties regarding the subject matter of the Agreement and supersedes all prior written and oral agreements, proposals, and understandings between the Parties regarding the subject matter of the Agreement. No changes to the Agreement shall be effective unless signed by each Party.

5.16. Agreement Signatures. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. Signatures to this Agreement may be delivered by facsimile, by electronic mail (e.g., a ".pdf" file) or by any other electronic means that is intended to preserve the original appearance of the document, and such delivery will have the same effect as the delivery of the paper document bearing the actual, handwritten signatures.

5.17. Independent Contractor. The Parties are independent contractors in the course of performing all services hereunder. The Parties expressly acknowledge and agree that Cardinal Health is neither the employer nor joint employer of any of the individuals paid as employees of Customer and that Customer is neither the employer nor joint employer of any of the individuals paid as employees of Cardinal Health. Under no circumstances shall Cardinal Health, or any of Cardinal Health's employees, look to Customer as his/her employer, or as a partner, agent or principal. Neither Cardinal Health, nor any of Cardinal Health's employees, shall be entitled to any benefits accorded to Customer's employees, nor look to Customer for such benefits, including without limitation worker's compensation, disability insurance, social security, vacation or sick pay. Under no circumstances shall Customer, or any of Customer's employees, look to Cardinal Health as his/her employer, or as a partner, agent or principal. Neither Customer, nor any of Customer's employees, shall be entitled to any benefits accorded to Cardinal Health's employees, nor look to Cardinal Health for such benefits, including without limitation worker's compensation, disability insurance, social security, vacation or sick pay.

5.18. Arms' Length Negotiations The Parties expressly acknowledge that the compensation provided

for in this Agreement has resulted from arms' length negotiations between the Parties, has not been determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties, and is to the best knowledge of each Party consistent with fair market value for the services to be rendered.

5.19. Definitions. These Definitions shall, unless otherwise stated, govern construction and interpretation of this Agreement, its Exhibits and any amendments or extensions.

- a. *Drug.* Any Unit purchased by Pharmacy for which Pharmacy also receives the revenue and expense.
- b. *Invoice Cost.* "Invoice Cost" shall be the cost reflected on the most recent wholesaler or manufacturer account invoice without markup.
- c. *Unit.* Billable quantity as described in pharmacy charge description master.

5.20. Headings and Meaning. The headings in this Agreement are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof. The words "will" and "shall" denote a mandatory requirement or obligation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular Section. The words "including," "including without limitation," and words of similar import shall not be deemed restrictive but rather shall be deemed illustrative examples.

Signatures on following page.




Retail Pharmacy Consulting and Management Agreement

Each person signing this Agreement represents that he/she intends to and has the authority to bind his/her Party to this Agreement.

University Medical Center of Southern Nevada

Cardinal Health Pharmacy Services, LLC

By: _____
Mason Van Houweling
Chief Executive Officer

By: 
Naveen Mansukhani
National Operations Director

Date: _____

Date: Mar 18, 2024

Last Modified on 3/15/2024



Retail Pharmacy Consulting and Management Agreement

EXHIBIT A *LIST OF FACILITIES*

1800 W. Charleston Blvd.
Las Vegas, Nevada 89102

701 Shadow Lane
Las Vegas, Nevada 89106

EXHIBIT B
FEDERAL 340B DRUG DISCOUNT PROGRAM

Notwithstanding anything to the contrary in this Agreement, the Parties agree as follows:

- a. Customer covenants that it is eligible to participate in the 340B Program and shall immediately notify Cardinal Health should this status change.
- b. Customer covenants that it is responsible for qualifying patients under the 340B Program.
- c. Customer shall be responsible for assuring that those outpatient areas included in its Medicare cost reports are eligible to receive Drugs procured through the 340B Program ("Program Drugs") and where such Program Drugs are billed separately to its patients. Customer also covenants that outpatient utilization data provided for Customer's split-billing software is only for those outpatient areas included in its Medicare cost reports. Customer shall notify Cardinal Health in writing of any changes to those outpatient areas included in its Medicare cost reports, if needed for Cardinal Health to distribute Program Drugs to such areas. Such written notification is a prerequisite to Cardinal Health's ability to begin or discontinue distribution of Program Drugs to such areas.
- d. If necessary for 340B compliance, Customer shall purchase and maintain software, including any upgrades, to manage procurement and utilization of Program Drugs.
- e. Customer shall establish a separate account with its drug wholesaler, including any separate accounts for manufacturer direct purchases, and be responsible for payment of all invoices for Program Drugs ordered by Cardinal Health on behalf of Customer, together with all applicable sales, use, excise, gross receipts, or other federal, state, or local taxes or other assessments, on its purchase of Program Drugs.
- e. Customer is responsible for compliance and maintenance of any separate Customer contract pharmacy(ies).
- f. Upon implementation of the 340B Program, Cardinal Health shall:
 - i. Order Program Drugs for qualified clientele under the 340B Program through Customer's separate 340B Program wholesaler account on behalf of Customer utilizing a 340B Program prime vendor and Customer's 340B split-billing software; and
 - ii. Procure and distribute Program Drugs in compliance with regulations in effect as of the Effective Date of this Agreement based upon information received from Customer pursuant to this Exhibit. Cardinal Health shall make such changes as may become necessary to maintain compliance with any modification to the future regulations regarding the 340B Program as promptly as reasonably possible.

EXHIBIT C **STANDARDS OF PERFORMANCE**

Cardinal Health shall ensure that its Cardinal Health Pharmacist-in-Charge complies with the Standards of Performance, attached hereto as **Exhibit C** and incorporated by reference.

a. Cardinal Health promises to adhere to Customer's established standards and policies for providing exceptional pharmacy services. In addition, Cardinal Health shall ensure that its Cardinal Health Pharmacist-in-Charge shall also operate and conduct himself/herself in accordance with the standards and recommendations of Customer's accreditation body, and the applicable Bylaws, Rules and Regulations of the Customer, as may then be in effect.

b. Customer expressly agrees that the professional services of Cardinal Health may be performed by such pharmacists as Cardinal Health may associate with, so long as Cardinal Health has obtained the prior written approval of Customer.

c. Cardinal Health and the Cardinal Health Pharmacist-in-Charge shall maintain professional demeanor and not violate Customer's Code of Conduct.

d. Cardinal Health and the Cardinal Health Pharmacist-in-Charge shall be in compliance with all state and federal regulations, State of Nevada, and Customer's accreditation body guidelines, as evidenced by:

1. Ongoing participation in preparation for inspections/surveys and timely resolutions of any identified deficiencies for the State of Nevada and Customer's accreditation body or other regulatory agencies.

2. No significant findings related to the Pharmacy.

e. Cardinal Health shall assist Customer with improvement of patient satisfaction and performance ratings.

f. Cardinal Health and all Cardinal Health Pharmacist-in-Charge shall comply with the rules, regulations, policies and directives of Customer, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Cardinal Health by Customer. Specifically, Cardinal Health and all Cardinal Health Pharmacist-in-Charge 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.

g. Cardinal Health and all Cardinal Health Pharmacist-in-Charge shall comply with Customer's Affirmative Action/Equal Employment Opportunity Agreement.

h. Cardinal Health shall collaborate with Customer leadership to minimize and address staff and patron complaints. Cardinal Health shall participate with Customer's Administration in staff evaluations and joint operating committees.

i. Cardinal Health shall participate in staff meetings and conferences, and represent the Services on Customer's Committees, initiatives, and at Customer department meetings as deemed appropriate.






University Medical Center of Southern Nev_AGMT_2024-04-01

Final Audit Report

2024-03-18

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-  Document created by Janette Weaver (janette.weaver@cardinalhealth.com)
2024-03-18 - 12:59:23 PM GMT- IP address: 13.110.78.8
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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 have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 25 employees						
Corporate/Business Entity Name:		Cardinal Health Pharmacy Services, LLC (a subsidiary of a publicly held company, Cardinal Health, Inc.)				
(Include d.b.a., if applicable)						
Street Address:		13651 Dublin CT		Website: www.cardinal.com		
City, State and Zip Code:		Stafford, Texas 77477		POC Name: Naveen Mansukhani Email: Naveen.mansukhani@cardinalhealth.com		
Telephone No:		281-969-2300 (Stafford office)		Fax No: N/A		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name: Email:		

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

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

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

Cardinal Health, Inc. is the sole member of Cardinal Health Pharmacy Services, LLC. The officers are listed below.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Deborah L. Weitzman	President	
John Martin	Senior Vice President – Tax	
Michael D. Brown	Vice President - Managed Services	
Jeff Cui	Assistant Treasurer	
Samantha McWatters	Assistant Secretary	
Berkley Gamble	Secretary	
Brent Withrow	Treasurer	
Scott Zimmerman	Senior Vice President and Treasurer	
Raul Aponte	Vice President - Tax	
Adam Zaller	Vice President - Human Resources	
Naveen Mansukhani	Director, Pharmacy Operations Management	

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.)

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

☐ Yes

☐ No

(If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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



Signature

Operations Director

Title

Naveen Mansukhani

Print Name

Jan 10, 2024

Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative






Disclosure of Ownership - GB (ver 2014-8)

Final Audit Report

2024-01-10

Created:	2024-01-10
By:	Janette Weaver (janette.weaver@cardinalhealth.com)
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"Disclosure of Ownership - GB (ver 2014-8)" History

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-  Agreement completed.
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CardinalHealth

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

Issue:	Fourth Amendment to RFP 2018-01 Agreement with Compass Group USA, Inc. for Food Services and Clinical Nutrition Management Services (Lot 2)	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 Fourth Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); authorize the Chief Executive Officer to execute any future Amendments within his yearly delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000834000	Funded Pgm/Grant: N/A
Description: Food Services and Clinical Nutrition Management Services (Lot 2)	
Bid/RFP/CBE: RFP 2018-01	
Term: Amendment 4 – Same term	
Amount: Amendment 4 – additional \$126,000; total cumulative NTE \$6,337,880	
Out Clause: Budget Act and Fiscal Fund Out	

BACKGROUND:

On January 1, 2019, after soliciting proposals through a Request for Proposal (RFP) process, UMC contracted with Compass Group USA, Inc. (“Compass”) to provide retail food service at UMC’s main campus, as well as patient food service, catering and clinical nutritional programs. The First Amendment, effective June 28, 2019, increased the annual not-to-exceed amount to \$4,800,000. On February 15, 2022, the Second Amendment increased the annual not-to-exceed amount to \$5,800,000 to support increased inflationary costs. The Third Amendment, effective July 28, 2023, exercised the option to extend the Agreement term through December 31, 2025, and increased funding for the renewal term to account for adjustments to the patient day rate and number of patient days that have increased.

This Fourth Amendment requests to increase in funding by \$126,000.00 to support the CPI increase of 5.5% pursuant to the Agreement. All other terms and conditions will remain in full force and effect.

Staff also requests authorization for the Hospital CEO to execute any future Amendments that are within his yearly delegation of authority if deemed beneficial to UMC.

Cleared for Agenda
March 27, 2024

Agenda Item #

11

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 20, 2024 meeting and recommended for approval by the Governing Board.

FOURTH AMENDMENT TO
 AGREEMENT FOR FOOD SERVICES AND CLINICAL NUTRITION MANAGEMENT
 SERVICES (LOT 2) RFP 2018-01
 BETWEEN
 UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
 AND
 COMPASS GROUP USA, INC.

This Fourth Amendment is dated as of the date of last signature below ("Amendment 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 ("HOSPITAL"), and COMPASS GROUP USA, INC, a Delaware corporation ("COMPANY").

RECITALS

WHEREAS, HOSPITAL and COMPANY entered into an Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) RFP 2018-01 dated December 12, 2018, as amended (the "Agreement");

WHEREAS, pursuant to Subsection II(D)(3)(c) COMPANY is entitled to an annual CPI increase upon ninety (90) days' notice; and

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this Fourth Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and intending to be legally bound hereby, the parties agree as follows:

- The parties agree that the CPI adjustment is 5.5%. Sections 2.2.a and 2.4.a of Exhibit A-1 are hereby amended to reflect the applicable new rates below, effective March 5, 2024:

	Current Prices		Post CPI Increase Prices with 5.5%
Patient Day Rate	\$15.28	Patient Day Rate	\$16.12
Variable Patient Day Rate	\$8.88	Variable Patient Day Rate	\$9.37
Guest Meals	\$2.33	Guest Meals	\$2.46
Observation Meals	\$2.33	Observation Meals	\$2.46
Peds ER	\$2.33	Peds ER	\$2.46
Chest Pain/OPT	\$2.33	Chest Pain/OPT	\$2.46
Box Lunch	\$2.33	Box Lunch	\$2.46
Others	\$2.33	Others	\$2.46
Moms Celeb - Beef	\$7.16	Moms Celeb - Beef	\$7.55
Moms Celeb - Chicken	\$5.72	Moms Celeb - Chicken	\$6.03
Moms Celeb - Fish	\$6.22	Moms Celeb - Fish	\$6.56
Moms Celeb - Veg	\$4.33	Moms Celeb - Veg	\$4.57
Spouse Celeb - Beef	\$9.49	Spouse Celeb - Beef	\$10.01
Spouse Celeb - Chicken	\$8.50	Spouse Celeb - Chicken	\$8.97
Spouse Celeb - Fish	\$8.45	Spouse Celeb - Fish	\$8.91
Spouse Celeb - Veg	\$6.66	Spouse Celeb - Veg	\$7.03

- The first sentence of Subsection II(A) (Compensation) is deleted in its entirety and replaced with the following language: "HOSPITAL agrees to pay COMPANY for the performances of SERVICES described in the Statement of Work (Exhibit A) not to exceed amount of \$6,337,880.00 annually for the Services."

All other terms, conditions, and stipulations contained in the Agreement shall remain in full force and effect and without any change or modifications whatsoever, except in the event of any conflict between this Amendment and the Agreement, this Amendment will control. This Amendment may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date of last signature.

COMPASS GROUP USA, INC.

Signature: Robert Kutteh
818573ED44D24D6...

Printed Name: Robert H. Kutteh

Title: CEO – Compass One Healthcare

3/19/2024

Date: _____

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Signature: _____

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Morrison Management Specialists, Inc				
(Include d.b.a., if applicable)						
Street Address:		400 Northridge Road, Suite 700		Website: www.crothall.com		
City, State and Zip Code:		Sandy Springs, GA 30050		POC Name: John Beck Email: john.beck@crothall.com		
Telephone No:		(800) 225-43698		Fax No: n/a		
Nevada Local Street Address: (If different from above)		1800 West Charleston Blvd.		Website: www.crothall.com		
City, State and Zip Code:		Las Vegas, NV 89102		Local Fax No: n/a		
Local Telephone No:		(702) 383-7870		Local POC Name: Daniel Rosales Email: DanielRosales@iammorrison.com		

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

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

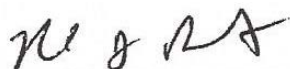
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Compass group USA Investments Inc.		100% (ultimate parent traded on LSE)

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

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

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



Richard Rossitch
Print Name

Signature

March 26, 2024

Assistant Secretary

Date

Title

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

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

Issue:	First Amendment to Master 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 First Amendment to the Master Services Agreement with EV&A Architects for Architectural Design and Documents Service; 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: Architectural Design and Documents Service
Bid/RFP/CBE: NRS 332.115(a)(b) – Professional Services
Term: Amendment 1 - 1 year from Effective date with four 1-year options
Amount: Amendment 1 – additional \$247,400.00; Total cumulative funding is \$742,400.00 for Master Agreement and Amendment.
Out Clause: 30 days w/o cause
Budget Act and Fiscal Fund Out

BACKGROUND:

On February 28, 2024, UMC entered into a Master Agreement (“Agreement”) with EV&A (“Provider”) to provide various architectural design and documentation services for multiple areas of UMC’s campus. UMC agreed to compensate Provider \$495,000 for the term of the agreement.

This First Amendment requests to increase the funding under the Master Service Agreement by an additional \$247,400.00 to cover costs incurred for additional Architectural Design and Document Services.

UMC's Director of Plant Operations has reviewed and recommends approval of this Amendment. This Amendment 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 March 20, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
March 27, 2024

Agenda Item #

12

**First Amendment to the Master Service Agreement
for Architectural Design and Document Services**

This First Amendment ("First Amendment") to the Master Services Agreement for Architectural Design and Documentation Services 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, ("HOSPITAL") and EV&A Architects (hereinafter referred to as "COMPANY") having its principal place of business at 1160 N. Town Center, Las Vegas, NV 89144 is effective as of the date last signed by the parties below ("First Amendment Effective Date").

WHEREAS, the parties entered into an agreement for Architectural Design and Documentation Services having an effective date of February, 28, 2024 (referred to as the "Agreement"); and

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

NOW THEREFORE, the parties agree as follows:

1. The parties agree to increase the not-to exceed amount by two hundred forty-seven thousand, four hundred dollars and zero cent (\$247,400.00), to cover unforeseen Architectural drawing and document costs.
2. Section II(A) – COMPENSATION shall be modified as follows:

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 Seven hundred forty-two thousand, four hundred dollars and zero cents (\$742,400.00) to cover the original scope and increased requirements for Architectural Designs. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of countersignature below.

EV&A Architects

Signature: _____

Printed Name: Kellie Wanbaugh

Title: Vice President - Interiors

Date: March 11, 2024

University Medical Center of Southern Nevada

Signature: _____

Printed Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: Ed Vance Associates, Architects						
(Include d.b.a., if applicable)						
Street Address:		1160 N. Town Center Dr, Ste 170		Website: www.edvanceassociates.com		
City, State and Zip Code:		Las Vegas, NV 89144		POC Name: Kellie Wanbaugh		
Telephone No:		702-946-8195		Email: kwanbaugh@evaarch.com		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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


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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Edward Vance	Founder/CEO	56.6%
Matthew Burns	Executive Vice President	28.3%
Kellie Wanbaugh	Vice President-Interiors	9.4%

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

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

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

 Signature	Edward Vance Print Name
Founder/CEO Title	2/7/2024 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 Medical Center of Southern Nevada

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name

Authorized Department Representative

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

Issue: NVPERS Critical Labor Shortage Request	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the revisions to the Critical Labor Shortage Resolution in accordance to NRS 286.523, for University Medical Center of Southern Nevada to employ retired public employees to fill positions for which there is a critical labor shortage; and take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Unknown

BACKGROUND:

On June 2, 2020, the Hospital Board of Trustees ratified a resolution pursuant to NRS 286.523 to employ retired public employees to fill positions for which there was a critical labor shortage. The critical labor shortage was not expected to last more than two (2) years. However, due to the continuing critical labor shortage that University Medical Center of Southern Nevada is still experiencing, this new resolution will extend the critical needs designation for certain healthcare positions by an additional two (2) years.

These Resolution was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their March 18, 2024 meeting and recommended for approval by for approval by the Board of Hospital Trustees.

Cleared for Agenda
March 27, 2024

Agenda Item #

RESOLUTION

WHEREAS, on June 2, 2020, the University Medical Center of Southern Nevada Board of Hospital Trustees ratified a resolution, pursuant to NRS 286.523, for University Medical Center of Southern Nevada to employ retired public employees to fill positions for which there was a critical labor shortage due to the emergency that was declared by the Governor of the State of Nevada and the Manager of the County of Clark in response to the rapid spread of the COVID-19 virus; and

WHEREAS, on May 17, 2022, the University Medical Center of Southern Nevada Board of Hospital Trustees ratified a resolution, pursuant to NRS 286.523, for University Medical Center of Southern Nevada to continue to employ retired public employees to fill positions for which there was a critical labor shortage and because University Medical Center of Southern Nevada personnel were at increased risk for exposure to COVID-19 and would be isolated and unable to work when exposed; and

WHEREAS, University Medical Center of Southern Nevada continues to experience difficulty in filling various positions as there is a critical shortage of trained personnel with the qualifications of healthcare experience and patient care; and

WHEREAS, the critical shortage of these personnel with the qualifications of healthcare experience and patient care has continued, and is expected to continue, even though the declaration of the COVID-19 public health emergency has concluded; and

WHEREAS, a list of the positions for which there is a critical shortage is attached to this Resolution as Attachment “1”; and

WHEREAS, employment of healthcare workers who are currently NVPERS retirees but who are critically needed to maintain the health and safety of the Southern Nevada community would provide an immediate resource of trained personnel for critical positions; and

WHEREAS, NRS 286.523 provides that the governing body of an employer which desires to employ a retired public employee to fill a position for which there is a critical labor shortage must make certain determinations and findings regarding the need for such reemployment so that the retirement benefits of such personnel are not jeopardized.

NOW, THEREFORE, the University Medical Center of Southern Nevada Board of Hospital Trustees finds and resolves as follows:

1. University Medical Center of Southern Nevada continues to experience difficulty in filling various positions as there is a critical shortage of trained personnel with the qualifications of healthcare experience and patient care.
2. Training for these positions is extensive and complex, and there is insufficient time to recruit and train new personnel for these positions to meet the existing need and demand.
3. Due to similar demands placed on all neighboring governmental entities, it is difficult for personnel to be borrowed from other governmental entities to fill these positions.

4. The effective date of the critical need designations for certain healthcare positions at University Medical Center of Southern Nevada is not expected to last more than two additional years.

PASSED, ADOPTED AND APPROVED this _____ day of April, 2024.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA BOARD OF HOSPITAL
TRUSTEES

BY: _____
WILLIAM MCCURDY II, Chair

Attest:

LYNN MARIE GOYA, Clerk

Attachment # 1

To maintain the health and safety of the Southern Nevada community in response to these ongoing challenges, UMC has requested that it be authorized to utilize healthcare workers who are currently Nevada Public Employees' Retirement System ("NVPERS") retirees but who are also critically needed to assist UMC staffing for our patients. As such, UMC requested from NVPERS that any retirees who are chosen to fill the following positions be exempt from the 90-day waiting period, the cap of hours worked, and the cap on earnings:

- Advanced Practice Registered Nurse (*including Nurse Practitioner*)
- Certified Nursing Assistant
- Clinical Lab Technologist
- Clinical Nurse Specialist
- Clinical Instructor
- Hospitalist
- Infectious Disease Physician
- Nurse Navigator
- Pharmacist (*including Clinical Specialist*)
- Primary Care Physician
- Registered Radiology Technologist (*including Senior*)
- Registered Nurse
- Respiratory Care Practitioner (*including Advanced*)
- Specialty Imaging Technologist (*including Senior*)
- Sr. Respiratory Therapist
- Staff Physician (*including Specialty Staff Physician*)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Amendment Three to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment Three to Master Professional Services Agreement with Medicus Healthcare Solutions, LLC for locum tenens and advanced practitioners staffing services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000714200	Funded Pgm/Grant: N/A
Description: Locum Tenens and Advanced Practitioners Staffing Services	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: Amendment 3 – same Term	
Amount: Amendment 3 – additional NTE \$10,000,000	
Out Clause: 60 days w/o cause	

BACKGROUND:

On November 16, 2022, the Governing Board approved the Master Professional Services Agreement (“Agreement”) with Medicus Healthcare Solutions, LLC (“Medicus”) to provide a full range of trauma and/or surgical anesthesiology locum tenens and advanced practitioners staffing services including, but not limited to, UMC’s Departments of Anesthesiology, Trauma, Emergency Room, Radiology, Cardiac Catheterization Lab, Burn Unit and/or Surgery. The initial Agreement Term was from November 16, 2022 through May 16, 2023, with three (3) renewal periods of six (6) months each unless terminated without cause with a 60-day notice, with a not-to-exceed amount of \$4,950,000.

Amendment One, effective March 21, 2023, extended the Term through December 31, 2023, increased the funding by adding a NTE \$11,050,000, and updated the fee schedule. A Radiology Statement of Work (“Radiology SOW”), effective July 21, 2023, added radiology locum tenens to provide project-based services. Amendment Two, effective December 5, 2023, extended the Agreement’s and Radiology SOW’s Term through December 31, 2024.

Cleared for Agenda
March 27, 2024

Agenda Item #

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This Amendment Three requests to add a not-to-exceed funding amount of \$10,000,000 to anticipate continued services provided by Medicus that were not contemplated in the original Agreement. Staff also requests authorization for the Hospital CEO to execute amendments within the not-to-exceed amount of this Agreement.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their March 20, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

Amendment Three to Master Professional Services Agreement

This Amendment Three ("Amendment Three") is made and entered into as of this 16th day of April, 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 "Client") and **Medicus Healthcare Solutions, LLC**, a New Hampshire limited liability company (hereinafter referred to as "Medicus").

RECITALS:

WHEREAS, Client and Medicus entered into a Master Professional Services Agreement with a Statement of Work (Exhibit B) to provide anesthesia locum tenens and CRNA advanced practitioners, both effective on November 16, 2022 (collectively the "Agreement");

WHEREAS, on March 21, 2023, the parties entered into Amendment One amending the Agreement's Term and Fees;

WHEREAS, on July 21, 2023, the parties entered into a new Statement of Work for Medicus to provide project-based services in the specialty of radiology to Client (hereinafter "Radiology SOW");

WHEREAS, on December 5, 2023, the parties entered into Amendment Two extending the Agreement's and Radiology SOW's Term through December 31, 2024; and

WHEREAS, the parties desire to increase the funding of the Agreement in anticipation of services requested by Client and performed by Medicus, and therefore desire to amend the Agreement with this Amendment Three.

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

1. Section 4 of Exhibit B (Fees), the funding is hereby amended to add an additional not to exceed amount of \$10,000,000 for the Term of the Agreement.
2. All other provisions of the Agreement and the Radiology SOW not conflicting with this Amendment Three will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Three as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

MEDICUS HEALTHCARE SOLUTIONS, LLC

By: _____
Mason Van Houweling
Chief Executive Officer

By:  _____
Heather Croke
Chief People Officer

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 0						
Corporate/Business Entity Name: Medicus Healthcare Solutions, LLC						
(Include d.b.a., if applicable)						
Street Address:		22 Roulston Road		Website: medicushcs.com		
City, State and Zip Code:		Windham, NH 03087		POC Name: Ken Goodnow		
				Email: kgoodnow@medicushcs.com		
Telephone No:		603-328-6255		Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Joe Matarese	Chairman of the Board	26.7%

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

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

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

Ryann Trainor
8DB71D9FB5A3488...

Ryann Trainor

Signature
Contracts Manager

Print Name
11/16/2022 | 12:40 PM EST

Title

Date

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

Issue: GME Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an educational update from Dr. Kate Martin, Associate Dean for Graduate Medical Education and Designated Institutional Official (DIO), regarding the Graduate Medical Education Program at the Kirk Kerkorian School of Medicine at UNLV, Las Vegas; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Kate Martin, Associate Dean of the Kirk Kerkorian, School of Medicine at UNLV, Las Vegas.

Cleared for Agenda
March 27, 2024

Agenda Item #

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Graduate Medical Education Report

Dr. Kate Martin, Associate Dean for Graduate Medical Education (GME) & DIO,
Professor of Family Medicine, Kirk Kerkorian School of Medicine

Prepared for the UMC Governing Board Meeting

March 27, 2024



Matched States

- Arizona (1)
- California (9)
- Colorado (1)
- Florida (2)
- Hawaii (1)
- Illinois (1)
- Kansas (1)
- Michigan (1)
- Minnesota (1)
- Mississippi (1)
- Missouri (2)*
- Nevada (35)
- Ohio (1)
- Oregon (1)
- Pennsylvania (1)
- Texas (1)
- Utah (2)
- Wisconsin (1)

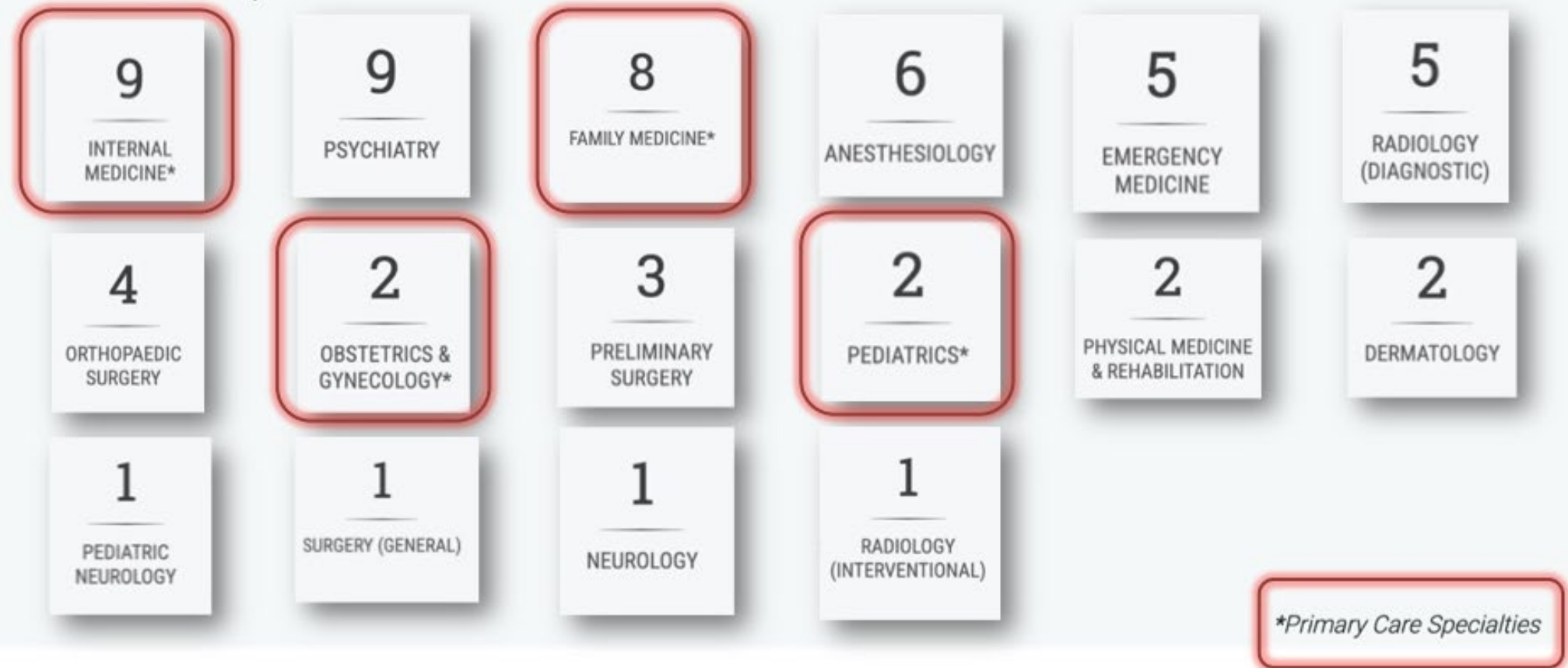
*Data above reflects matched states for PGY-1, with the exception of Missouri, where students will transition to in PGY-2.

• Nevada (35)

Kirk Kerkorian Medical Students - Geographic Distribution

Kirk Kerkorian Medical Students - By Discipline

Matched Disciplines

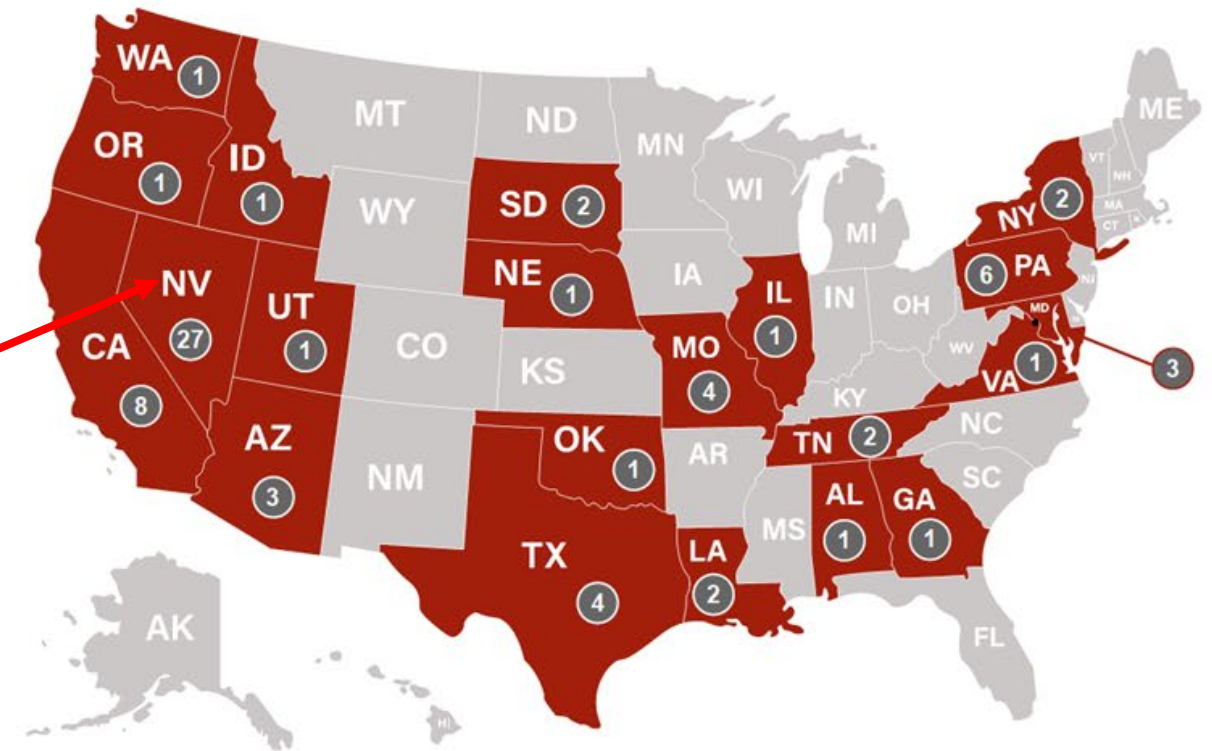


Kirk Kerkorian Medical Residents - Geographic Distribution

KIRK KERKORIAN
SCHOOL OF MEDICINE | UNLV

WHO MATCHED WITH US

Alabama 1	New York 2
Arizona 3	Oklahoma 1
California 8	Oregon 1
Georgia 1	Pennsylvania 6
Idaho 1	South Dakota 2
Illinois 1	Tennessee 2
Louisiana 2	Texas 4
Maryland 3	Utah 1
Missouri 4	Virginia 1
Nebraska 1	Washington 1
Nevada 27	International 14



Kirk Kerkorian Medical Residents - By Discipline

By Discipline

12

EMERGENCY MEDICINE

5

FAMILY MEDICINE

2

FAMILY MEDICINE RURAL

28

INTERNAL MEDICINE

6

OBSTETRICS AND GYNECOLOGY

4

ORTHOPAEDIC SURGERY

1

OTOLARYNGOLOGY

10

PEDIATRICS

1

PLASTIC SURGERY

10

PSYCHIATRY

8

SURGERY (GENERAL)

Kirk Kerkorian School of Medicine GME Programs

RESIDENCY	FELLOWSHIP
Emergency Medicine	Acute Care Surgery
Family Medicine	Cardiovascular Medicine
Family Medicine - Rural	Child and Adolescent Psychiatry
General Surgery	Endocrinology, Diabetes, and Metabolism
Internal Medicine	Forensic Pathology *** NEW ***
Obstetrics and Gynecology	Forensic Psychiatry
Orthopaedic Surgery	Gastroenterology
Otolaryngology	Geriatric Medicine
Pediatrics	Pediatric Emergency Medicine
Plastic Surgery	Pulmonary and Critical Care Medicine
Psychiatry	Rheumatology *** NEW ***
	Sports Medicine
	Surgical Critical Care

AAMC 25th Percentile for Western Region - 2023

TABLE 9 Resident/Fellow Unweighted Stipends for Western Region, by Institution Type
Survey of Resident/Fellow Stipends and Benefits Report 2023



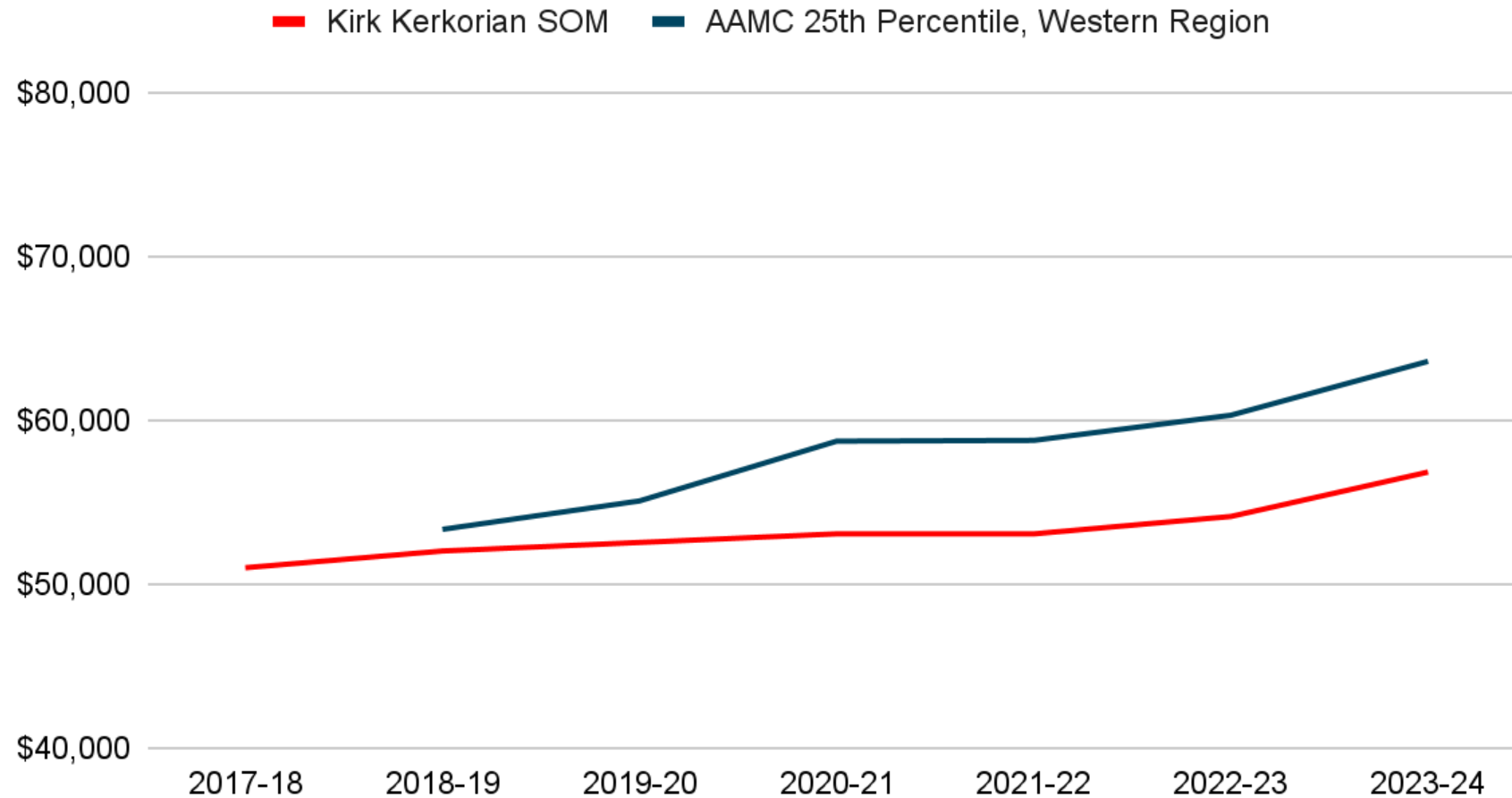
[Table of Contents](#)

Table 9 displays unweighted stipends for sponsoring institutions in the Western region. Unweighted stipends were reported for 65 institutions for the first program year.

	Year of Training	Institution Count	Mean Unweighted Stipend	25th Percentile	Median	75th Percentile
Total	Program Year 1	65	\$67,904	\$63,418	\$66,868	\$70,507
	Program Year 2	65	\$70,765	\$66,372	\$69,342	\$72,509
	Program Year 3	64	\$73,966	\$69,842	\$72,631	\$75,608
	Program Year 4	45	\$78,414	\$73,332	\$76,484	\$81,476
	Program Year 5	40	\$82,364	\$77,186	\$80,521	\$86,292
	Program Year 6	34	\$86,013	\$80,553	\$84,667	\$92,360
	Program Year 7	27	\$90,449	\$84,140	\$87,785	\$96,943
	Program Year 8	19	\$95,737	\$87,725	\$92,664	\$102,954
Academic Medical Center / Medical School	Program Year 1	19	\$69,595	\$63,587	\$67,582	\$73,296
	Program Year 2	19	\$71,920	\$65,996	\$69,820	\$76,446
	Program Year 3	19	\$74,813	\$68,733	\$72,647	\$80,793
	Program Year 4	17	\$78,184	\$70,183	\$76,267	\$87,002
	Program Year 5	17	\$81,628	\$74,031	\$80,328	\$90,473
	Program Year 6	17	\$84,878	\$77,178	\$84,622	\$93,567
	Program Year 7	14	\$90,467	\$84,140	\$87,725	\$98,513
	Program Year 8	11	\$97,612	\$89,307	\$100,932	\$105,582
General/Teaching Hospital	Program Year 1	17	\$68,956	\$65,788	\$68,286	\$70,990
	Program Year 2	16	\$71,758	\$68,233	\$71,205	\$73,081
	Program Year 3	16	\$75,522	\$73,058	\$74,356	\$76,807
	Program Year 4	11	\$80,605	\$77,159	\$79,210	\$82,424
	Program Year 5	11	\$85,186	\$82,252	\$84,441	\$88,717
	Program Year 6	8	\$89,663	\$84,968	\$90,019	\$93,484
	Program Year 7	7	\$94,393	\$91,025	\$95,540	\$98,046
	Program Year 8	3				

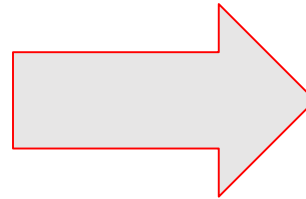


Resident Salaries (PGY1) Since 2017



UMC FTEs for Kirk Kerkorian School of Medicine GME Programs

UMC FTEs: 204



TOTAL SOM FTEs: 342

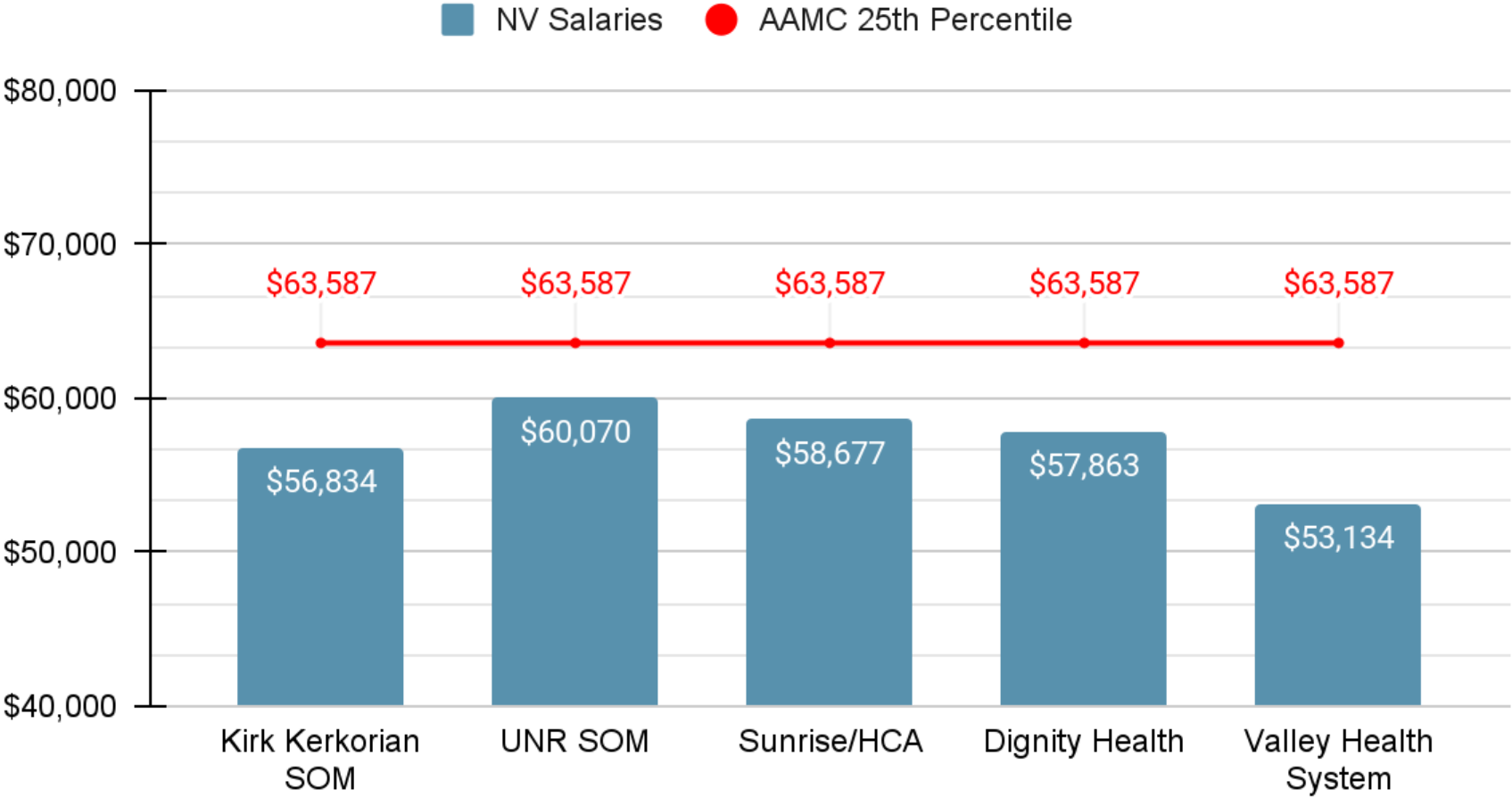


Additional GME Sites / Funding Sources

Sunrise Hospital	VA Health System
Nellis Air Force Base	Humboldt General Hospital
Southern Nevada Adult Mental Health Services	Seven Hills Hospital
Healthy Minds, Calm Clinic, other clinics	UNLV Student Wellness Center
NV State Division of Child & Family Services	GME Grants from Nevada Governor's Office



NV Salaries and AAMC 25th Percentile



UMC/UNLV Collaboration

- 5% ↑ in resident salaries for current year
- Recognition for Thank A Resident Day – 02/24/2024
- Coffee and snacks
- Holiday meals
- Work space Improvements
 - Whiteboard – 6th floor Internal Medicine workroom
 - 2 WOWs in Medical ICU
- 2 Residents added to HCAHPS Committee
- Emergency Medicine & Surgery
 - Approval of Away Rotations



KIRK KERKORIAN
SCHOOL OF MEDICINE | UNLV



Thank You!

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

Issue: Education – Governing Board 2024 Action Plan	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and discuss the Governing Board 2024 Action Plan, to include an informational overview of the GME program from Shana Tello, Academic and External Affairs Administrator; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will review the 2024 Action Plan as it relates to the GME program at UMC.

Cleared for Agenda
March 27, 2024

Agenda Item #

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The **Highest Level of Care** in Nevada

UMC RESIDENT SUPPORT

Shana Tello, Academic & External Affairs Administrator

Governing Board March 27, 2024

GME UMC/UNLV ACTIVITIES

- Salary and meal stipend increase
- Workroom Improvements
- 2 Residents added to HCAHPS Committee
- Additional WOWs, laptops and phones
- Installation of MModal Mics
- Facilitation of ordering furniture, supplies, lockers, etc.
- Streamline onboarding process



KIRK KERKORIAN
SCHOOL OF MEDICINE

UNLV

GME SURVEY ACTION UPDATES

Salary Support Increase

Preparing for board approval

Meal Funds

Finalizing

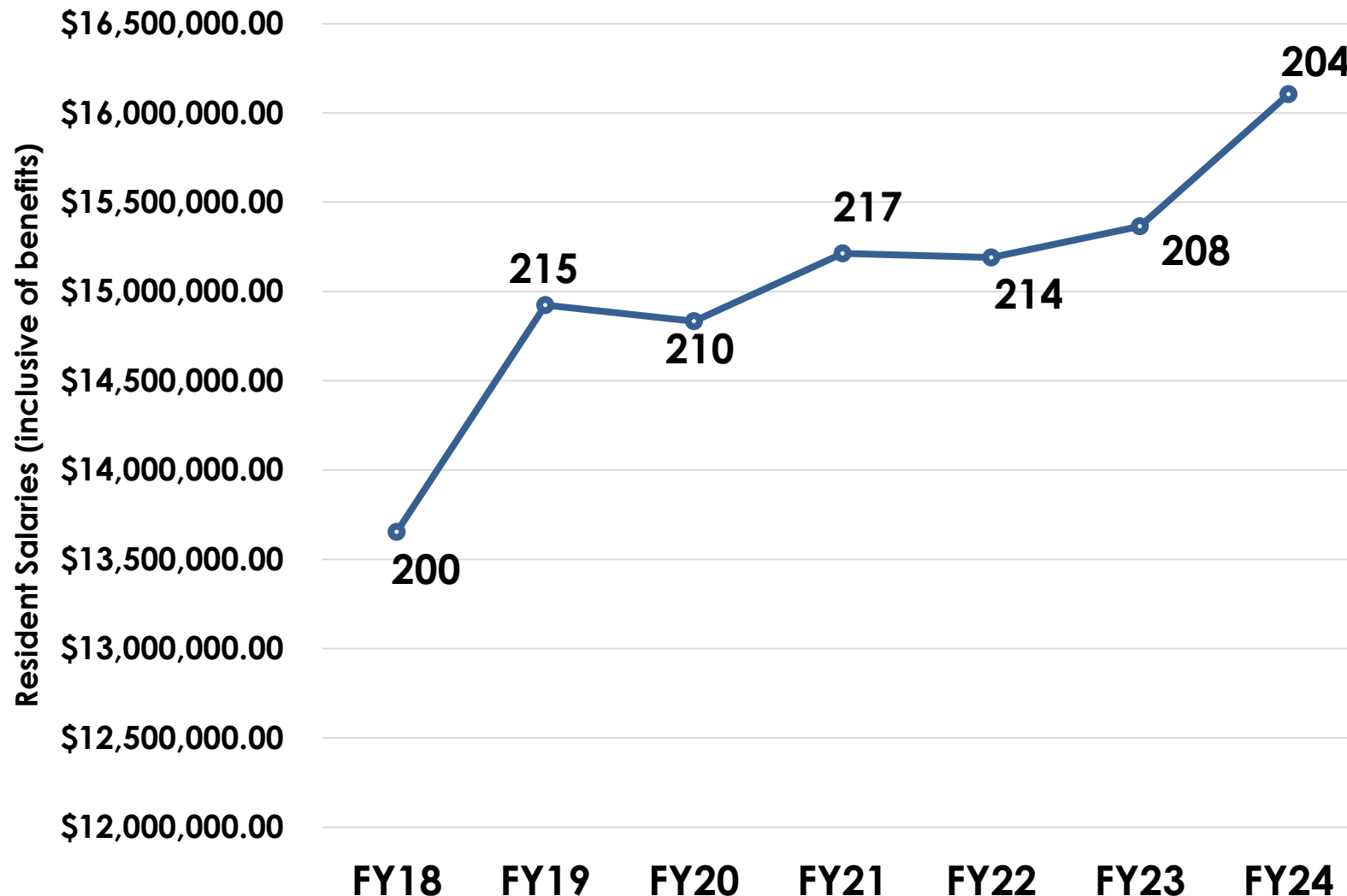
UMC Support/Communication

Ongoing

Workrooms/Sleep Space

Ongoing

UMC RESIDENT SALARY SUPPORT



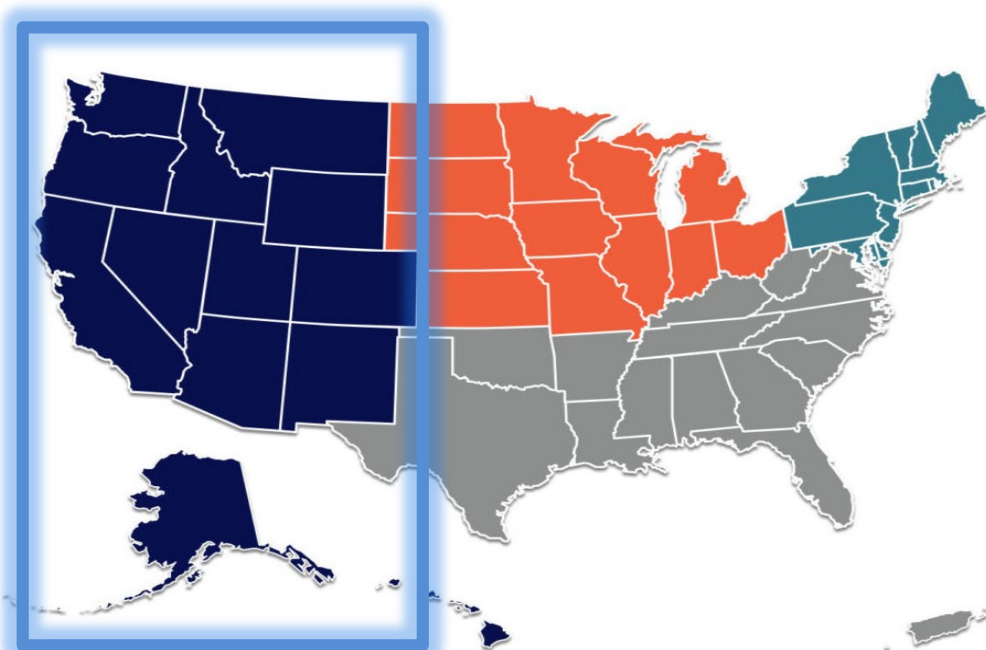
	Total	Avg Base Salary ↑
FY18	\$ 13,653,247	0%
FY19	\$ 14,923,130	2%
FY20	\$ 14,833,650	3%
FY21	\$ 15,213,078	1%
FY22	\$ 15,190,371	0%
FY23	\$ 15,364,340	2%
FY24	\$ 16,104,243	5%

Total includes: salary, malpractice & fringe

FY24 UMC SALARY SUPPORT BREAKDOWN

	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6
Base	\$ 56,834	\$ 58,769	\$ 60,613	\$ 63,156	\$ 65,549	\$ 68,307
Fringe	\$ 15,118	\$ 15,633	\$ 16,123	\$ 16,799	\$ 17,436	\$ 18,170
Malpractice	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537	\$ 2,537
Total	\$ 74,489	\$ 76,939	\$ 79,273	\$ 82,492	\$ 85,522	\$ 89,014

2023-2024 WESTERN REGION SALARY OVERLOOK



	UNLV	UNR	25th %tile
PGY1	\$ 56,834	\$ 60,070	\$ 63,587
PGY2	\$ 58,769	\$ 61,183	\$ 65,996
PGY3	\$ 60,613	\$ 63,823	\$ 68,733
PGY4	\$ 63,156	\$ 66,493	\$ 70,183
PGY5	\$ 65,549	\$ 68,609	\$ 74,031
PGY6	\$ 68,307	\$ 71,195	\$ 77,178

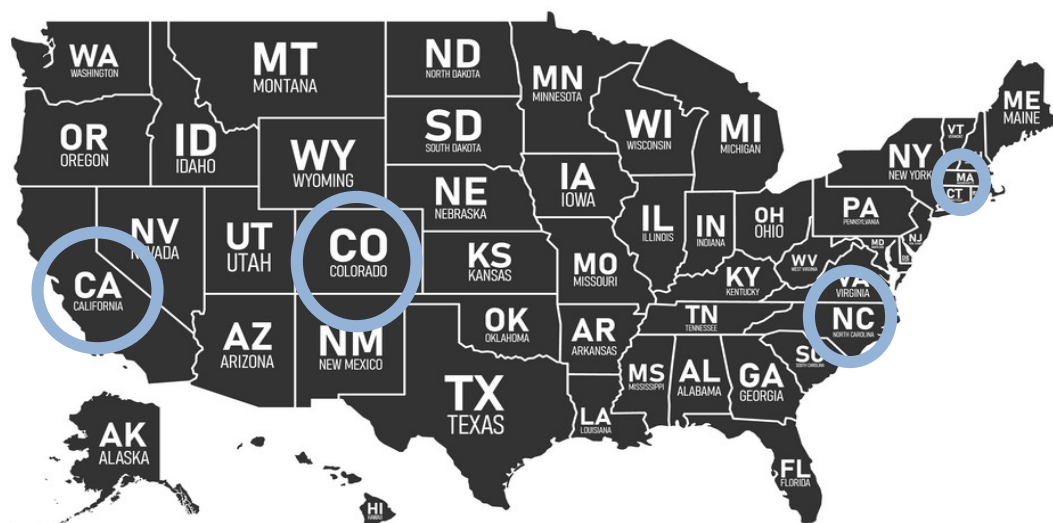
Base salary only- does not include fringe and malpractice

Western Region States: AL, AZ, CA, CO, HI, ID, MT, NV, NM, OR, UT, WA, WY

UMC RESIDENT PROGRAM SUPPORT

2023-2024 AWAY ROTATIONS

- 8 rotations approved; 22 residents; \$84,683



California: Loma Linda, Shriners Hospital, Cedars Sinai, UCLA, Stanford University

Colorado: Rocky Mountain Poison and Drug Center

North Carolina: UNC Chapel Hill

Massachusetts: Beth Israel Deaconess Medical

COMMUNITY ROTATIONS

- 60 sites



UNLV HEALTH CLINICS



ONGOING ACTIVITIES

- Legislation
- CMS Expansion Grant
- Governor's Grant for GME
- Thank a Resident Day
- Participation in Resident Orientation
- Integration of Resident Rotations with UMC Expanded Service Lines
- AAMC Membership



KIRK KERKORIAN
SCHOOL OF MEDICINE | UNLV

FUTURE ACTIVITIES

- Adopt a Resident
- Resident of the Month
- Resident Monthly Update



QUESTIONS?

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

Issue: Education – Food Services Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from Daniel Rosales, Retail Manager with Compass Group – Morrison, regarding food services at UMC; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

Daniel Rosales, Compass Group Retail Manager, will provide an update to the Board regarding the activities in food services at UMC.

Cleared for Agenda
March 27, 2024

Agenda Item #

17



QUARTERLY BUSINESS REVIEW

compass
healthcare



experience more



compass
healthcare



Food & Nutrition Services

Patient Dining Ecosystem

my
dining

my
meal

my
delivery

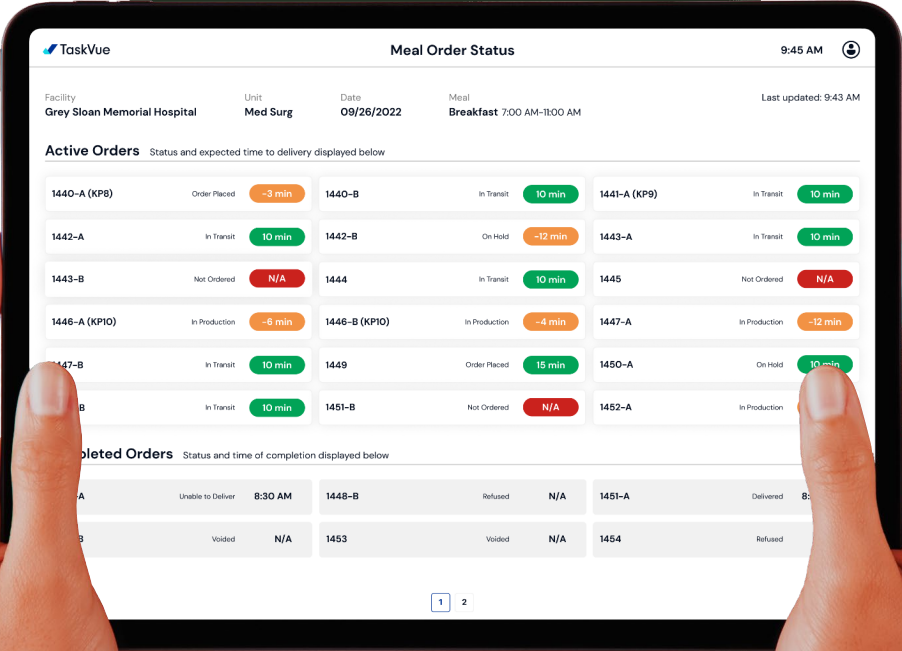
 **TaskVue**

 **relay**



TECHNOLOGY OVERVIEW

COMMUNICATION



Weekly Nurse Rounding



Monthly Nursing Focus Groups

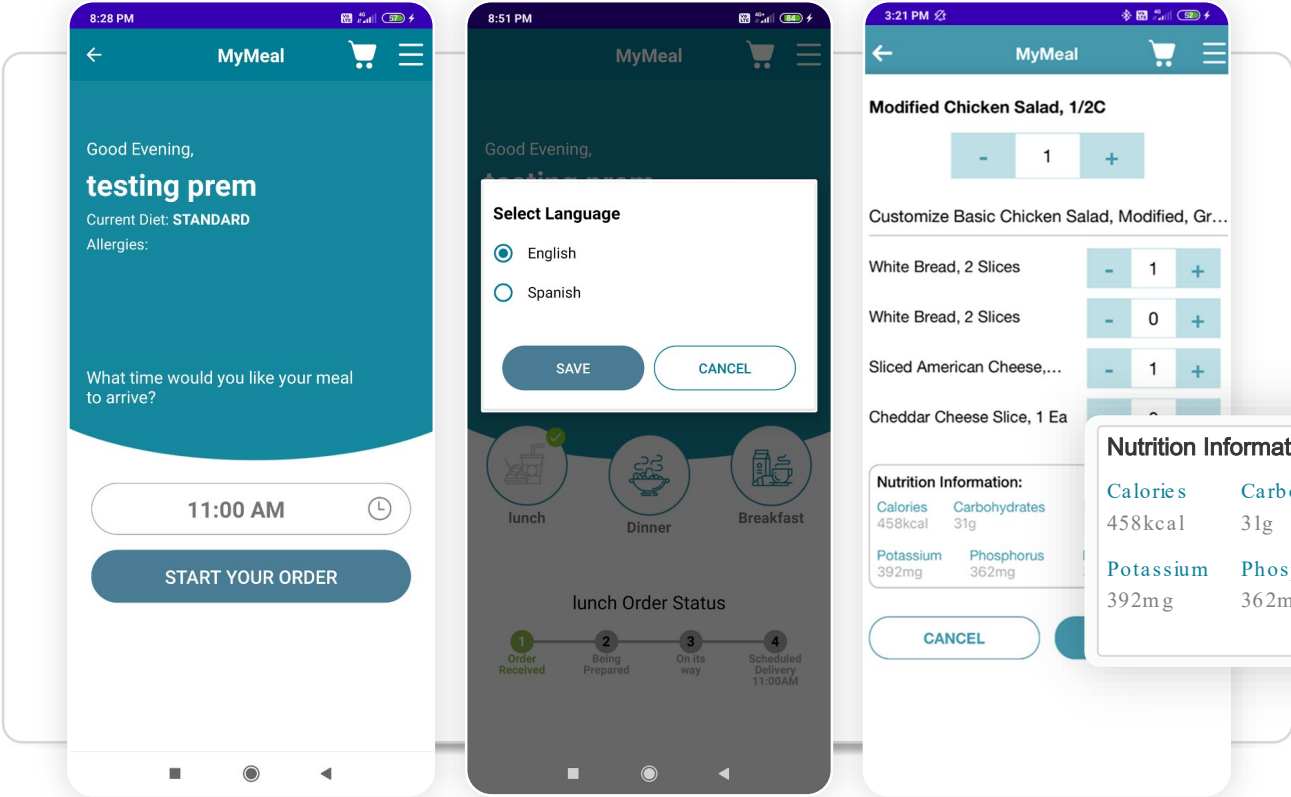


FANS Included in Nursing Orientation



TECHNOLOGY OVERVIEW

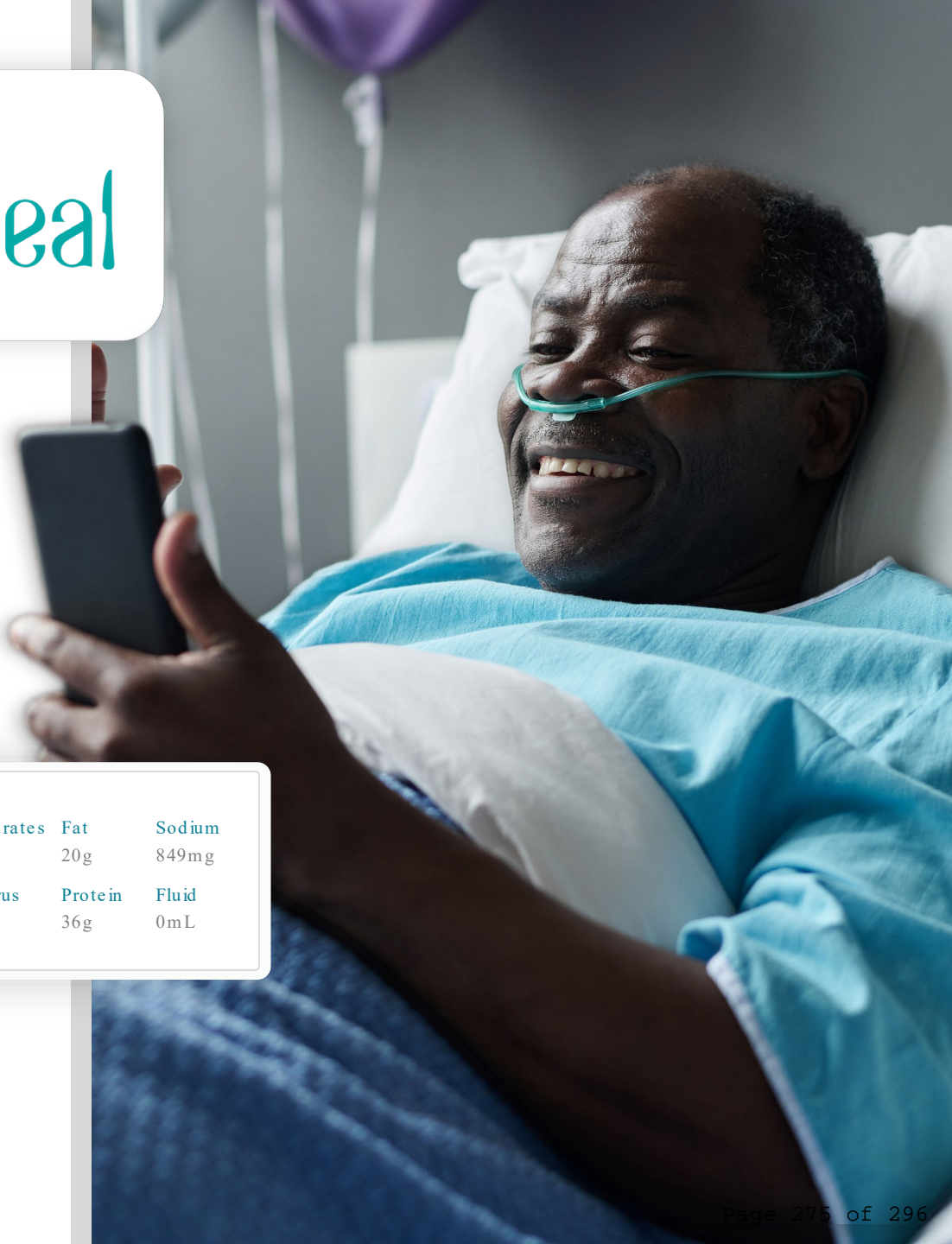
EMPOWERING THE PATIENTS



ON-DEMAND
ORDERING

MULTI-LANGUAGE
FUNCTIONALITY

PROVIDE
MORE OPTIONS



FOCUS ON QUALITY

A FRESH LOOK AT PATIENT MENUS

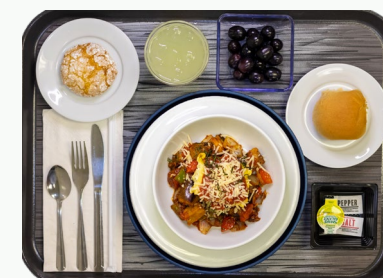
Breakfast



Lunch



Dinner





Core Menu



Seasonal Favorites

THANK
YOU





Q & A



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

Issue: Education – Epic UGM Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive update from Maria Sexton, UMC Chief Information Officer regarding Epic User Group project updates; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive updates on the Epic UGM meeting program recommendations.

Cleared for Agenda
March 27, 2024

Agenda Item #

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

Issue:	Report from the Governing Board Strategic Planning Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the Governing Board Strategic Planning Committee meeting.

Cleared for Agenda
March 27, 2024

Agenda Item #

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

Issue:	Report from the Governing Board Human Resources and Executive Compensation Committee	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the special meeting held on March 18, 2024 of the Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda
March 27, 2024

Agenda Item #

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

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the March 20, 2024 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
March 27, 2024

Agenda Item #

21

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

Issue: Monthly Financial Report for February 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 February FY24; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on February FY24 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
March 27, 2024

Agenda Item #

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February 2024 Financials

GB Meeting



KEY INDICATORS FEB



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	17,882	19,661	(1,779)	(9.05%)	19,156	(1,274)	(6.65%)
Total Admissions	1,838	1,856	(18)	(0.96%)	1,842	(4)	(0.22%)
Observation Cases	924	677	247	36.48%	677	247	36.48%
AADC (Hospital)	579	648	(69)	(10.69%)	621	(42)	(6.81%)
ALOS (Admits)	6.34	7.15	(0.81)	(11.38%)	6.97	(0.63)	(9.04%)
ALOS (Obs)	1.66	0.99	0.67	68.08%	0.99	0.67	68.08%
Hospital CMI	1.89	1.81	0.08	4.42%	1.81	0.08	4.42%
Medicare CMI	2.23	1.91	0.32	16.75%	1.91	-	16.79%
IP Surgery Cases	760	859	(99)	(11.52%)	745	15	2.01%
OP Surgery Cases	558	519	39	7.58%	386	172	44.56%
Transplants	13	11	2	18.18%	11	2	18.18%
Total ER Visits	8,329	8,852	(523)	(5.91%)	8,662	(333)	(3.84%)
ED to Admission	12.95%	-	-	-	11.49%	1.47%	-
ED to Observation	10.96%	-	-	-	10.14%	0.83%	-
ED to Adm/Obs	23.92%	-	-	-	21.62%	2.29%	-
Quick Cares	18,607	14,712	3,895	26.48%	17,859	749	4.19%
Primary Care	7,537	7,757	(220)	(2.84%)	6,589	948	14.39%
UMC Telehealth - QC	575	535	40	7.46%	474	101	21.31%
OP Ortho Clinic	1,751	2,557	(806)	(31.51%)	1,234	517	41.90%
Deliveries	118	136	(18)	(13.14%)	116	2	1.72%

SUMMARY INCOME STATEMENT FEB



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$78,786,815	\$79,586,152	(\$799,337)	(1.00%)	●
Net Patient Revenue as a % of Gross	18.60%	18.01%	0.58%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$79,225,104	\$75,867,286	(\$3,357,818)	(4.43%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$438,289)	\$3,718,866	(\$4,157,155)	(111.79%)	●
Add back: Depr & Amort.	\$3,986,956	\$3,230,582	(\$756,375)	(23.41%)	●
Tot Inc from Ops plus Depr & Amort.	\$3,548,667	\$6,949,447	(\$3,400,780)	(48.94%)	●
Operating Margin (w/Depr & Amort.)	4.50%	8.73%	(4.23%)	-	

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$636,688,312	\$651,159,998	(\$14,471,686)	(2.22%)	●
Net Patient Revenue as a % of Gross	19.00%	17.69%	1.31%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$627,385,373	\$636,529,958	\$9,144,585	1.44%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$9,302,939	\$14,630,040	(\$5,327,101)	(36.41%)	●
Add back: Depr & Amort.	\$31,426,052	\$26,822,073	(\$4,603,979)	(17.16%)	●
Tot Inc from Ops plus Depr & Amort.	\$40,728,990	\$41,452,113	(\$723,122)	(1.74%)	●
Operating Margin (w/Depr & Amort.)	6.40%	6.37%	0.03%		

SALARY & BENEFIT EXPENSE



	Actual	Budget	Variance	% Variance	
Salaries	\$31,556,151	\$29,950,237	(\$1,605,914)	(5.36%)	●
Benefits	\$13,869,661	\$14,579,610	\$709,948	4.87%	●
Overtime	\$1,066,538	\$1,298,878	\$232,340	17.89%	●
Contract Labor	\$2,616,412	\$990,404	(\$1,626,008)	(164.18%)	●
TOTAL	\$49,108,761	\$46,819,128	(\$2,289,633)	(4.89%)	●

EXPENSES FEB



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,774,124	\$2,993,865	\$219,741	7.34%	●
Supplies	\$14,015,146	\$13,625,440	(\$389,706)	(2.86%)	●
Purchased Services	\$6,964,943	\$6,283,186	(\$681,757)	(10.85%)	●
Depreciation	\$2,382,965	\$2,364,147	(\$18,819)	(0.80%)	●
Amortization	\$1,603,991	\$866,435	(\$737,556)	(85.13%)	●
Repairs & Maintenance	\$729,131	\$1,014,989	\$285,857	28.16%	●
Utilities	\$433,136	\$613,162	\$180,026	29.36%	●
Other Expenses	\$1,058,049	\$1,048,343	(\$9,706)	(0.93%)	●
Rental	\$154,857	\$238,592	\$83,735	35.10%	●
Total Other Expenses	\$30,116,343	\$29,048,158	(\$1,068,185)	(3.68%)	●

FY 2025 BUD TIMELINE



03/20/2024 - AFC Prelim

04/17/2024 - AFC Proposed Final

04/24/2024 - Present Final Budget to GB

04/25/2024 - Final Budget sent to County

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

Issue: Kirk Kerkorian School of Medicine Dean’s Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
Mach 27, 2024

Agenda Item #

23

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

Issue: CEO Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Mason Van Houweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
March 27, 2024

Agenda Item #

24

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
March 27, 2024

Agenda Item #

25

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board go into closed session, pursuant to NRS 241.015(3)(b)(2), to receive information from the General Counsel regarding potential or existing litigation involving matters over which the Board had supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matters; and direct staff accordingly. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
March 27, 2024

Agenda Item #

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