



UMC Governing Board Meeting

Wednesday, June 28, 2023 2:00 p.m.

UMC Trauma Building - Providence Conference Room, 5th Floor

AGENDA

University Medical Center of Southern Nevada

GOVERNING BOARD

June 28, 2023, 2:00 p.m.

800 Hope Place, Las Vegas, Nevada

UMC Trauma Building, Providence Conference Room (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, June 28, 2023, 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 May 31, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

3. Approval of Agenda. (For possible action)

SECTION 2: CONSENT ITEMS

4. Approve the June 2023 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on June 27, 2023; or take action as deemed appropriate. *(For possible action)*
5. Approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on April 5, 2023 and May 3, 2023; or take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Eighth Amendment to Memorandum of Understanding with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Approve and authorize the Chief Executive Officer to sign the Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Approve and authorize the Chief Executive Officer to sign the Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
11. Approve and authorize the Chief Executive Officer to sign the Amendments to Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine d/b/a UNLV Health for EMR system access; authorize the Chief Executive Officer to execute any extension options and amendments; 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 Eighth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; 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 Third Amendment to RFP 2018-01 Agreement

with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); or take action as deemed appropriate. *(For possible action)*

15. Recommend for approval by the Board of County Commissioners, also sitting as the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter regarding the Estate of Porfirio Rea; and authorize the Chief Executive Officer to execute any necessary settlement documents; or take action as deemed appropriate. *(For possible action)*

SECTION 3: BUSINESS ITEMS

16. Receive an educational presentation from UMC Director of Pharmacy, Jamie King regarding UMC's response to and monitoring of drug shortages impacting the United States; and direct staff accordingly. *(For possible action)*
17. Receive an educational presentation from Patty Scott, Quality, Safety and Regulatory Officer, on The Joint Commission National Patient Safety Goal specific to improving health equity and leadership responsibilities; and direct staff accordingly. *(For possible action)*
18. Receive an update on the status of the legislative session and the impact on UMC and the healthcare industry from Shana Tello, Academic and External Affairs Administrator; and direct staff accordingly. *(For possible action)*
19. Review and discuss the Governing Board 2023 Action Plan, to include an informational presentation on the UNLV GME survey and action plan; and direct staff accordingly. *(For possible action)*
20. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
21. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
22. Receive the monthly financial report for May FY23; and take any action deemed appropriate. *(For possible action)*
23. Receive an update on 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
May 31, 2023**

Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, May 31, 2023
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 2:08 PM by Acting-Chair Mackay. The following members were present, which constituted a quorum of the members thereof:

CALL TO ORDER

Board Members:

Present:

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

Ex-Officio Members:

Present:

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

Absent:

Renee Franklin (Excused)

Others Present:

Mason Van Houweling, Chief Executive Officer
Jennifer Wakem, Chief Financial Officer
Danita Cohen, Chief Experience Officer
Susan Pitz, General Counsel
Charles Dorman, HealthieNevada Director of Outreach
Michael Gagnon, Executive Director (Via WebEx)
Stephanie Ceccarelli, Governing Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

Acting Chair Mackay 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 April 26, 2023. (Available at University Medical Center, Administrative Office) (For possible action)

FINAL ACTION:

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

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

FINAL ACTION:

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

SECTION 2: CONSENT ITEMS

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

DOCUMENT(S) SUBMITTED:

- Credentialing Activities

ITEM NO. 5 Approve the revisions to the Structured Return to Work Program Policies and Procedures; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Return to Work - Policy 14

ITEM NO. 6 Approve the new Anesthesia Physician and Non-Physician Provider Compensation Plan; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Anesthesia Provider Traditional Comp Plan

- ITEM NO. 7 Approve the amended Productivity wRVU Physician and Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- First Productivity wRVU Physician Provider Compensation Plan

- ITEM NO. 8 Approve the amended Primary and Urgent Care Physician and Non-Physician Provider Compensation and Benefits Plan; and take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Agreement Primary and Urgent Care Physician Non-Physician Provider Compensation Plan

- ITEM NO. 9 Ratify the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- HPN Letter of Agreement
- Disclosure of Ownership

- ITEM NO. 10 Approve and authorize the Chief Executive Officer to sign the Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Hospital Agreement Amendment- Redacted
- Disclosure of Ownership

- ITEM NO. 11 Approve and authorize the Chief Executive Officer to sign the Amendment Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Participating Facility Agreement
- Disclosure of Ownership

- ITEM NO. 12 Approve and authorize the Chief Executive Officer to sign the Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

- Provider Agreement – Amendment 3
- Disclosure of Ownership

ITEM NO. 13 Approve and authorize the Chief Executive Officer to sign the Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Master Agreement – Amendment 2
- Disclosure of Ownership

ITEM NO. 14 Approve and authorize the Chief Executive Officer to sign the Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Agreement for Integrated Pest Management Program – Amendment 4
- Disclosure of Ownership

ITEM NO. 15 Award RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; authorize the Chief Executive Officer to sign the Professional Services Agreement for Group Physician On-Call Coverage, and exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Professional Services Agreement

ITEM NO. 16 Approve the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Atomic Cocktail, LLC; and authorize the Chief Executive Officer to execute necessary documents to complete the transaction; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Second Conditional Offer to Purchase Real Property

ITEM NO. 17 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Settlement Agreement

ITEM NO. 18 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and

University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; or take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment 3
- Disclosure of Ownership

FINAL ACTION:

A motion was made by Member Hobbs that Consent Items 4-18 be approved as presented. Motion carried by unanimous vote.

SECTION 3: BUSINESS ITEMS

ITEM NO. 19 Receive an update on the UMC Experience Team's initiatives for employees at UMC; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Danita Cohen provided an update on the Experience Team UMC activities in employee engagement and community outreach.

Ms. Cohen shared a slide presentation that highlighted activities from UMC's hospital week festivities, HR Diversity Fair, the Meet Me In the Middle employee ICare4U celebrations and Unit of the Week certificate presentations, as well as other employee activities. She also highlighted the comfort canines that offer support to hospital staff, patients and guests.

Thank you to all who supported the Trauma Survivors Event and for the support for the upcoming Evening of Hope Gala.

Other activities that were discussed included the Teddy Bear Clinic, which teaches children about the medical profession and that hospital staff is here to help them.

The Board is invited to attend the ICare Impact Awards ceremony, which will be held on Tuesday, June 20th at 12 noon. This event celebrates employees who have hit milestones of 20-plus years of services at UMC.

FINAL ACTION:

None

ITEM NO. 20 Review and discuss the Governing Board 2023 Action Plan, to include an informational presentation by HealthHIE Nevada on the State of Nevada Health Information Exchange; and direct staff accordingly. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Mr. Van Houweling introduced Charles Dorman, HealthIE Nevada Director of Outreach. UMC participates with the state's information exchange by providing and accessing information in order to provide better care for our patients in the community.

Mr. Dorman began the discussion by providing his background. A short video of the service provided by HealthIE Nevada was shown. It is described as a secure system that provides medical professionals instant access to medical records.

Organizations engaged with HealthIE Nevada include multiple organizations in healthcare including 6 health plans, 31 acute care hospitals, licensed providers hospice organizations, home health agencies, diagnostic imaging centers to name a few. More than 3.7 million unique patient data is housed within the system. Next, Mr. Dorman explained how the data is shared within the database and how it works with Epic.

The value of the HIE is that it provides quality data, safety and is a cost savings, resulting in reduced length of stay, reduced duplicate testing and higher patient satisfaction.

Goals for HealthIE Nevada for 2023 include increase use of our HealthIE Chart Portal, improve access to HealthIE Chart for Primary Care team, begin work on Query and Retrieve push of HealthIE Nevada data to UMC's Epic Instance, provide marketing materials for UMC branding and dissemination, develop a cadence of accountability that improves outcomes and value for UMC, as well as improve interoperability for UMC. Lastly, Mr. Dorman shared outcomes that have been achieved thus far.

There was continued discussion regarding how patients are able to access data and the data that is available within the HIE portal. There are approximately 160 organizations that participate with HealthIE Nevada. A discussion ensued regarding the organizations that share data with HIE and the support received from subscribers.

Michael Gagnon, Executive Director, thanked UMC for their support and added that more participation will allow the network to be more effective.

FINAL ACTION:

None

ITEM NO. 21 Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

DISCUSSION:

Member Ellis provided a report on the HR Committee the meeting was on May 2, 2023. The meeting was called to order at 2:00 pm. The minutes were approved and the agenda was approved.

An update was received on year to date turnovers and hire report. Next the Committee discussed and approved the structural changes to the policy and procedures for the Return to Work Program.

There was in-depth discussions regarding the amendments to the compensation plans for employed Anesthesia providers, Primary Care and Urgent Care Physicians and the wRVU Physician compensation plan.

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

There were no emerging issues. There was no public comment and the meeting was adjourned.

FINAL ACTION:

None

ITEM NO. 22 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, May 24, 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.

The Committee received a report from Shana Tello, UMC's Academic and External Affairs Administrator and Nate Strohl, UMC's Internal Auditor on the activities, budget and costs related to the façade project. Reports will be received quarterly.

A report was next received from a report from Ron Roemer, Clinical Research Director, regarding the benefits of clinical trials conducted at UMC. The clinical trial financial report was reviewed for year to date.

Financial results from April FY23 and year to date financials, which included trended stats and data were reviewed.

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

There was one emerging issue regarding matters related to the federal debt ceiling and the impact it could have on UMC operations and federal funding. There was no public comment and the meeting adjourned at 3:16 PM.

FINAL ACTION:

None

ITEM NO. 23 Receive the monthly financial report for April FY23; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

April FY23 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for April FY23.

Ms. Wakem stated that April was a good month. Key indicators showed admissions were 1,951, approximately 9.5 % below budget.

AADC continues to be high, at 628. LOS is a challenge at 7.10 days.

Hospital acuity was 1.84 and Medicare was 1.81.

Inpatient surgeries were 5.5% below budget and outpatient surgical cases were 5.5% below budget.

There were 14 kidney transplants. ER visits were on budget and 21.5% of patients in the ED are being admitted.

Quick cares were 5.7% shy of budget and primary cares were 5.5% below budget.

There were 509 telehealth visits and the outpatient Ortho Clinic had more than 1,500 visits.

The income statement for April showed operating revenue was strong, \$9.1 million above budget. Operating expenses were above budget \$8.7 million. Income from ops was positive \$3.9 million, on a budget of \$3.5 million. Year to date April showed revenue above budget \$44.9 million. Operating expenses were up \$47.6 million. Income from ops was \$30.5 million, on a budget of \$33 million. She is optimistic that we will meet budget this year.

Salaries, wages and benefits for the month was \$7.7 million over budget. She noted that a substantial amount of the overage is due to anesthesia and orthopedics. Contract labor continues to be on a downward trend. All other expenses were over \$1 million, primarily driven by 340B revenue, supplies and utilities.

FINAL ACTION:

None

ITEM NO. 24 Receive an update from UMC's Chief of Staff, Meena Vohra, M.D.; and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Chief of Staff, Dr. Meena Vohra, provided an update regarding the activities of the Medical Staff Office.

- ECMO Update – The hospital is initiating an ECMO program at UMC. A committee meets every 2 weeks, education is ongoing. UMC is one of 2 hospitals in the area that performs this service. The tentative go-live date is August 1st.
- Admit/Discharge Criteria for Adult IMC/Adult ICUs are now in place. They have been updated and assist staff in admitting patients appropriately.
- Nursing Checklists Prior to Surgery/Procedure – this is being reviewed by staff to ensure efficiency for patient processing.
- Computers in Peri-op Area – 4 additional computers are being added to allow efficiency to physicians in documentation.

FINAL ACTION:

None

ITEM NO. 25 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:

Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV, updated the Board on the activities of the school.

The school had their 3rd graduation, with 66 medical students graduating and approximately 30% will be staying in Nevada. This year they are recruiting 66 medical students. There is a plan for a goal of 90 students per class by the year 2030.

The school has asked the state for additional funding to expand faculty. He continued the discussion regarding legislative bills that are being monitored closely in the legislature regarding GME, provider laws and medical malpractice.

Clinical research is a priority for the school. Space has been identified for a tissue bank, pharmacy and infusion center to conduct additional studies.

FINAL ACTION:

None

ITEM NO. 26 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:

- Leapfrog – B – UMC has received a B score for the first time. Thank you to the entire team for this accomplishment.
- Mr. Van Houweling provided a Legislative Update on the following bills –
 - SB192 (UMC's Bill) – which makes various changes to provisions governing healthcare in NRS 450, is sitting on the Governor's Desk.
 - Medical Malpractice Reform,
 - SB289 – Violence against healthcare workers – is sitting with the Governor.
 - SB350 – GME Bill
 - AB311 – Military Bill
 - AB11 – Patient protection Commission
 - AB490 - creating an Academic Medical District
- ReVITALize UMC update - the project is moving along without disruption to patient care.
- Outpatient Infusion Center – This center is being expanded to the 701 Rancho Lane location
- Peccole refresh has been completed
- Summerlin refresh starting soon
- UMC Primary Care at the Medical District will be opening at the Lied Building in June.
- The 13th annual Cardiology Symposium – This weekend on June 3rd - Red Rock - honoring Dr. Marlon

FINAL ACTION:

None

SECTION 4: EMERGING ISSUES

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

DISCUSSION:

None

FINAL ACTION:

None

COMMENTS BY THE GENERAL PUBLIC:

Former UNLV Dean, John Fildes shared experiences he has enjoyed since his retirement last year.

FINAL ACTION TAKEN:

None

A motion was made by Member Hobbs to go into closed session.

There being no further business to come before the Board at this time, at the hour of 3:27 PM, Acting-Chair Mackay adjourned the meeting, and the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

ITEM NO. 27 Go into closed session pursuant to NRS 241.015(3)(b)(2), to receive information from UMC's Office of General Counsel regarding potential or existing litigation involving a matter over which the Board has supervision, control, jurisdiction or advisory power, and to deliberate toward a decision on the matter; and direct staff accordingly.

The meeting was reconvened in closed session at 3:38 PM.

At the hour of 4:04 PM, the closed session on the above topics ended.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:04 PM, Acting Chair Mackay adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

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

Issue: UMC Policies and Procedures	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the UMC Governing Board approve the Clinical Quality and Professional Affairs Committee's recommendation for approval of the UMC Policy and Procedures Committee's activities from its meetings held on April 5, 2023 and May 3, 2023; and take action as deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

At their meeting held on June 5, 2023, the Clinical Quality and Professional Affairs Committee reviewed and approved the UMC Policies and Procedures Committee's activities of April 5 & May 3, 2023 including, the recommended creation, revision, and /or retirement of UMC policies and procedures, and recommend for approval by the Governing Board.

Cleared for Agenda
June 28, 2023

Agenda Item #

5

April 5, 2023 Hospital Policy / Procedure Committee

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

Total of 36 Approved, 0 Retired

<u>POLICY NAME</u>	<u>NEW/ REVISED</u>	<u>HPP COMMITTEE DECISION</u>	<u>SUMMARY</u>
<u>Alcohol Screening and Brief Intervention</u>	Revised	Approved as Submitted	Updated to reflect current practice. Vetted by Trauma Program Manager and ACNO.
<u>Trauma Team - Full Activation Criteria</u>	Revised	Approved as Submitted	Policy updated and transcribed to new format. Updated to identify required team members. Vetted by Trauma Program Manager and ACNO.
<u>General Adult Hemodialysis Orders/Emergency Room Patients Flow</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Vetted by ACNO.
<u>Adult Palliative Care Program</u>	Revised	Approved as Submitted	Updated to new template. Scheduled review, no changes. Vetted by ACNO.
<u>Hospital Patient Visitation</u>	Revised	Approved as Submitted	Revisions – includes moving to 24 hour visitation, addition of 13 and 14 under procedure, adding the unit specific guidelines from previous documents. Vetted by Director of Patient Experience and ACNO.
<u>Staffing Plans</u>	Revised	Approved as Submitted	Placed on new P/P template. Scheduled review. Vetted by Staffing Council.
<u>Family Member Presence During Procedures</u>	Revised	Approved with Revisions	Format Update; references updated; updated references match current policy, no

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			changes required. Vetted by Pediatric Clinical Nurse Specialist and ACNO.
<u>Medical Equipment Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Medical Equipment Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Utility Systems Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Utility Systems Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Safety Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Safety Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Hazardous Materials and Waste Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Hazardous Materials & Waste Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Emergency Preparedness Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Emergency Preparedness Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Fire Safety Management Plan</u>	Revised	Approved as Submitted	Updated 2023 Fire Safety Management Plan. Vetted by Safety Program Manager, EOC Committee.
<u>Histology Specimen Drop-off Instructions for After Hours</u>	Revised	Approved as Submitted	Initial policy for histology specimen drop-off. Vetted by Laboratory Medical Director.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Prevention of Fire in an Oxygen-Enriched Atmosphere</u>	Revised	Approved as Submitted	Removed Policy #15 and re-numbered 15-20. Added: Acknowledgment of the Fire Tetrahedron; Procedure; Use of Betadine skin preparation agent for Trauma & Emergency cases; Use devices and other surgical equipment safely; Encourage communication among members of your surgical team; Definitions and References. Vetted by Surgical Services/ OR Clinical Manager, Clinical Educator, Safety Program Manager.
<u>Tissue Management</u>	Revised	Approved as Submitted	Replaced Materials Management with Supply Chain Services, replaced Inventory Control Specialist with Surgical Services Inventory Control Specialist, replaced Engineering with Plant Ops. Under Procedures, Section A, 2, added OR Supply Chain Tech. Vetted by Surgical Services and Supply Chain.
<u>Employees Use of UMC Guest Wireless Services</u>	Revised	Approved as Submitted	Updated Revised Date; Added Administrative Approval Name and Title; Slight modifications in language to clarify intent. Vetted by IT department.
<u>Password Management</u>	Revised	Approved as Submitted	Deleted Related Policies; Deleted Regulatory Reference; Scope statement modified to be consistent; Modified password creation procedures;

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Added statement in password protection section regarding sharing of passwords; Added statement in password administration section regarding service account passwords. Vetted by IT department.
<u>Appropriate Internet Use</u>	Revised	Approved as Submitted	New policy template; modified content to clarify UMC's Internet connect not UMC's Internet. Vetted by IT department.
<u>Environmental Services Department Quality Inspection</u>	New	Approved as Submitted	New Quality Inspection protocol. Vetted by EVS and Infection Prevention.
<u>Obstetrical (OB) Hemorrhage/Code Crimson</u>	Revised	Approved as Submitted	Updated to reflect current practice. Updated Lippincott references and appendices. Vetted by Chairman – OB Committee, Director – Maternal/Child Division, Pharmacy, Blood Bank Supervisor, Public Safety/PBX and Trauma.
<u>Virtual Reality Goggles</u>	Revised	Approved with Revisions	Perinatal Educator reviewed current evidence and updated policy. Minor changes. Placed in updated format
<u>Blood Borne Pathogen Exposure Control Plan (ECP)</u>	Revised	Approved as Submitted	Added to new template, minimal changes. Vetted by Director of Infection Prevention, Infectious Disease Medical Director and CQPS.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Follow Up Phone Calls to ACS Patients</u>	New	Approved as Submitted	New policy. Vetted by ACNO, Cardiology Chief.
<u>Process Document for Meds to Beds Program</u>	New	Approved as Submitted	New policy. Vetted by ACNO, Cardiology Chief.
<u>Chest Pain Observation Patient Protocol</u>	New	Approved with Revisions	New policy. Vetted by ACNO, Cardiology Chief and Dr. Ross Berkeley.
<u>Modified Infant Bathing for Fractured Humerus or Shoulder Dystocia</u>	New	Approved with Revisions	New policy. Vetted by Occupational Therapy, Chief of Neonatology.
<u>Swaddled Bathing Guidelines</u>	New	Approved with Revisions	New policy. Vetted by Occupational Therapy, Chief of Neonatology.
<u>Identification and Notification of the Responsible Provider of Abnormal Pediatric Vital Signs</u>	Revised	Approved with Revisions	Converted from paper policy established in 7/2008, Reviewed 05/2011; revised 2014. Updated references. Added tables for quick references. Updated Normal Vital Signs Table to include blood pressures.
<u>Cannula Dressing Change Guideline</u>	New	Approved as Submitted	New policy. Vetted by ECLS Education Director, Infection Control and Trauma Department.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Infant Feeding Plans</u>	New	Approved with Revisions	New guideline. Vetted by NICU manager and NICU Clinical Director.
<u>Pediatric Sedation Unit</u>	Revised	Approved with Revisions	Placed policy onto new Policy Template Form. Included Appendices into the body of the policy. Updated to current practice. Vetted by Pediatric Department.
<u>Controlled Substance: Non-ADC Storage (Control Box)</u>	Revised	Approved as Submitted	Change policy title; changed process for accessing control box and created a process for tracking expiration dates. Vetted by Pharmacy and ACNO.
<u>Specialty Response Carts (Main OR, Trauma OR, and Perinatal)</u>	Revised	Approved as Submitted	Updated processes and removed extraneous language. Changed L&D to Perinatal Unit. Vetted by Perinatal and Pharmacy Department.
<u>Termination of Primary Care Relationship</u>	Revised	Approved as Submitted	Added actual process of keeping termination letter in administration and flag the chart for acknowledgment. Change to new format, added references. Vetted by Director of Primary Care.
<u>Processing and Transfer of Quick Care Patients to a Higher Level of Service</u>	Revised	Approved with Revisions	Updated forms, references and EMTALA language. Vetted by Ambulatory and Director of Primary Care.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Chemotherapy/Biotherapy RN Certification/Recertification Process in Oncology and RN Training/Competency Process for Chemotherapy/ Biotherapy in the Non- Oncology Setting</u>	Revised	Approved with Revisions	Updated policy title, training, competency and certification requirements. Updated definitions and references. Added spill management and eyewash station under training in the non-oncology setting, removed vaccines under definitions.

May 3, 2023 Hospital Policy / Procedure Committee

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

Total of 103 Approved, 7 Retired

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Against Medical Advice (AMA): Patients Leaving Against Medical Advice</u>	Revised	Approved as Submitted	Added language related to "licensed practitioner" including definition in the context of this policy/procedure to include APRN and PA. Clarified "hospital" to "UMC organization" for applications to the ambulatory care settings.
<u>Fresenius - Hemodialysis Policies for Contracted Services - Memo</u>	Revised	Approved as Submitted	Updated 2023 Fresenius contract memo.
<u>Trauma Team – Intermediate Activation Criteria</u>	Revised	Approved as Submitted	Updated with required activation team members. Vetted by Trauma Program Manager and ACNO.
<u>Trauma Response Team – Respiratory Therapy</u>	Revised	Approved as Submitted	References added. Amended – therapists respond to both Full and Intermediate Activations. Vetted by Trauma Program Manager and ACNO.
<u>Contracted/Non-Employee Requirements</u>	Revised	Approved as Submitted	Various changes as a result of our new contractor process, including updates to TB testing.
<u>Structured Return to Work and Worker’s Compensation</u>	Revised	Approved as Submitted	Various changes to the existing policy. Combine HR Policy #14 and HR Procedure #10. Vetted by Chief HR Officer.
<u>Respiratory – Reporting Adverse Situations</u>	Revised	Approved as Submitted	Updated to new template. Updated language to Biomed from Clinical Engineering. Vetted by Biomed leadership.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Respiratory - Documentation of Therapy</u>	Revised	Approved as Submitted	Updated to current template. Removed reference to specific policy number from old format. Vetted by Respiratory Services Director.
<u>Respiratory Lab – Corrective Action for Failed Proficiency Testing</u>	Revised	Approved as Submitted	Updated to include language about new CAP reporting form and update reference to the reporting form. Vetted by Respiratory.
<u>Immunization Assessment and Management of the Underimmunized Patient</u>	New	Approved as Submitted	Development of New Policy. Vetted by PED Nursing Director, PED Medical Director, Pediatric Department, Pharmacy, Infection Control and Trauma Reverification Team.
<u>Pediatric Extremity</u>	New	Approved with Revisions	Adapted Dr. Trautwein and Dr. Obert recommended policy to UMC Policy Template. Added references. Vetted by PED Nursing Director, PED Medical Director and Pediatric Department.
<u>Pediatric Testicular Pain</u>	New	Approved with Revisions	Adapted Dr. Trautwein and Dr. Obert recommended policy to UMC Policy Template. Added references. Vetted by PED Nursing Director, PED Medical Director and Pediatric Department.
<u>Pediatric Wheezing</u>	New	Approved with Revisions	Adapted Dr. Trautwein and Dr. Obert recommended policy to UMC Policy Template. Added references. Vetted by PED Nursing Director, PED Medical Director, Pediatric Department, Respiratory and Pharmacy.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Pediatric Vomiting</u>	New	Approved with Revisions	Adapted Dr. Trautwein and Dr. Obert recommended policy to UMC Policy Template. Added references. Vetted by PED Nursing Director, PED Medical Director, Pediatric Department and Pharmacy.
<u>Pediatric Stridor</u>	New	Approved with Revisions	Adapted Dr. Trautwein and Dr. Obert recommended policy to UMC Policy Template. Added references. Vetted by PED Nursing Director, PED Medical Director, Pediatric Department, Pharmacy and Respiratory.
<u>Abdominal Pain/Intrauterine Bleeding in Females After the Age of Menarche</u>	Revised	Approved as Submitted	Placed on new template. Policy Name updated; updated purpose language to match current practice; added related procedures. Vetted by PED Nursing Director, PED Medical Director and Pediatric Department.
<u>Patient Presenting with Complaint of Dysuria, Patients 3 Years and Older</u>	Revised	Approved as Submitted	Placed on new template. Policy Name updated; updated purpose language to match current practice; added related procedures. Vetted by PED Nursing Director, PED Medical Director and Pediatric Department.
<u>Critical Care & Transport Team Education and Training</u>	New	Approved as Submitted	New Guideline. Vetted by Pediatric Department.
<u>Scope of Practice for the Neonatal & Pediatric Critical Care Transport Team</u>	New	Approved as Submitted	New Policy. Vetted by Pediatric Department.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Scope of Practice for the Child Life Specialist</u>	New	Approved as Submitted	New Policy. Vetted by Pediatric Department.
<u>Pediatric Anticoagulation Reversal Guideline</u>	New	Approved as Submitted	Creation of new policy required by the ACS. Vetted by Pediatric Department.
<u>Donor Human Milk</u>	Revised	Approved as Submitted	Updated procedure and references. Added Lippincott reference site. Updated temperatures to match our temperature logs. Vetted by NICU Clinical Manager, Dietitian and NICU Medical Director.
<u>Glucose Gel in the Newborn</u>	Revised	Approved as Submitted	Verified doses. No other changes. Vetted by Duane Wagner (NICU Pharmacist), charge nurses, Dr. Banfro.
<u>Newborn Blood Spot Screening</u>	Revised	Approved as Submitted	Review of references. Placed in new format. Minimal changes. Vetted by Pediatric Department.
<u>Methemoglobinemia Guideline</u>	New	Approved with Revisions	New guideline. Vetted by Burn and Pharmacy.
<u>Burn Care Unit, Criteria for Admission, Triage, And Discharge Guideline</u>	Revised	Approved as Submitted	Added I. f. verbiage to include the use of protective precautions for large burns. Approved by Dr. Saquib Burn Medical Director, Cathy Downey, BCT Manager, Ryan Moar, BCU Manager, Diane Knapp, Critical Care Director, Yasmin

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
			Conaway, Burn Program Manager.
<u>Standards for Registration Accuracy Procedure</u>	Revised	Approved as Submitted	Added new fields for account registrations to be more specific and mirror Epic registration. Remove specific accounts to review (1800 and 800) to review all the accounts. Vetted by Assistant Director of Patient Access Services, Ambulatory Care.
<u>Cardiac Exercise Stress Test – Ambulatory Care</u>	Revised	Approved as Submitted	Change RN performing exercise test to Competent clinical staff. Change “physician” to provider. Vetted by Ambulatory Director, PAS Assistant Director and Urgent Care Medical Director.
<u>Call Center Guidelines in Ambulatory Care</u>	Revised	Approved as Submitted	Added Emergent Symptom and SI Protocol. Vetted by Ambulatory Director and PAS Assistant Director.
<u>Telephone Etiquette</u>	Revised	Approved as Submitted	Edited/Added appropriate supervisor. Vetted by PAS Assistant Director and Director of Ambulatory Services.
<u>Clinic Cancellation Notification Policy</u>	Revised	Approved as Submitted	Edited Procedure, removed PAR/Cal slips and replaced with Smartforce. Vetted by PAS Assistant Director/Ambulatory Care.
<u>Visitors Accompanying Patients in Exam Rooms</u>	Revised	Approved as Submitted	Reviewed, transferred to new template. Vetted by Ambulatory Care.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Chest Pain Program</u>	Revised	Approved as Submitted	Updated "Cardiac Activation" to Code STEMI. Minor grammatical errors. Vetted by ACNO and Cardiology Chief.
<u>Code STEMI</u>	Revised	Approved with Revisions	Added in-patient process for Code STEMI. Change "Cardiac Activation" to Code STEMI. Vetted by Cardiology Chief, ACNO and Director of Cardiology.
<u>Post-Op Care of the Adult ICU Status Patient Outside of PACU</u>	Revised	Approved as Submitted	Placed on new template. Added inclusion and exclusion for units and Adults. Added chart A with definitions and special considerations regarding unstable criteria, ASPAN Phase 1 recovery, various other key points. Added RT and director to collaboration and communication chain of command/escalation process. Added Phase 1 RN to recovery in ICU unit and additional equipment or resources needed. Added references. Vetted by Director of Critical Care Services, Director of Peri-Operative Services, and Critical Care Committee.
<u>Adult Code Blue Emergency Response</u>	Revised	Approved as Submitted	Scheduled review, updated to new template. No changes. Vetted by ACNO.
<u>Food, Drug, and Herbal Interactions</u>	Revised	Approved as Submitted	Moved to new template. Fixed formatting. Removed language about discharge medication counseling by pharmacy since it doesn't fit with the policy purpose. Vetted by Dietary and ACNO.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Patient's Personal Medications – Storage and Use</u>	Revised	Approved as Submitted	Moved to new template, removed extraneous language, removed appendix which restated process, clarified bag should be sealed prior to delivery to pharmacy, removed requirement for counting of controlled substances as long as they are placed in sealed bag when obtained from patient, removed requirement of mailing post-card notification. Vetted by Pharmacy and ACNO.
<u>CRRT Initiation and Connection to ECLS Circuit in ECMO Patients</u>	New	Approved with Revisions	New policy. Vetted by Diane Knapp, Stephen Ingerson and Melissa Grayson.
<u>Official Use of Vehicle</u>	Revised	Approved as Submitted	Overall review. Carryover of policy, version 2015, new template applied. Included reference Clark County Administrative Guideline #6, County Vehicles. Vetted by Public Safety, Engineering, and Risk Management.
<u>Parking Policy</u>	Revised	Approved as Submitted	Carryover of previous policy, applied new template. Minor verbiage revision under policy, "UMC main campus roadways". Vetted by Public Safety.
<u>No Co-Signature Required Approval List</u>	Revised	Approved as Submitted	Placed on new template. Updated Laboratory Tests. Vetted by ACNO.
<u>Occupational Safety and Health (OSH) Policy</u>	Revised	Approved as Submitted	Updated to include workplace injury/illness and workplace violence reporting requirements. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Diet Manual 2023 Updates</u>	Revised	Approved as Submitted	Updated 2023 Nutrition Care Manual Across the Continuum of Care. Vetted by Dietary.
<u>RD (Registered Dietitian) Auth</u>	Revised	Approved as Submitted	Annual Review, no changes. Vetted by Dietary.
<u>Pediatric Diet Manual</u>	New	Approved as Submitted	Updated 2023 Pediatric Nutrition Care Manual Academy of Food and Nutrition. Vetted by Pediatric Department.
<u>Forms & Documents Development and Maintenance</u>	Revised	Approved as Submitted	Revised name of policy to include management and maintenance of other organizational documents, aside from just forms. Clarified/simplified language to delineate forms and documents processes. Added a "Definitions" section and new subsections for "Translations," "Review Cycle and Retirement," and "Emergency Approvals." Updated document to reflect committee name change. Vetted by HIM Director.
<u>Testing of Fire Safety Equipment and Building Features</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Design and Installation of Utility Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Design Building Systems and Risk Assessment</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Utility Systems Written Inventory</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Utility Systems Risk Criteria, Inspection, and Maintenance</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Frequencies For Testing New Equipment</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Criteria for Alternative Operations of Utility Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Inspecting, Testing and Maintenance in an AEM Program</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Labeling Controls for a Partial or Complete Emergency Shutdown</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Utility System Disruptions and Notification</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Loss of Utilities Electrical Power and Security System</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Elevators</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Medical Air System</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Medical Gas</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Natural Gas</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Pneumatic Tube System</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Potable Water Supply</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities Steam Boiler</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Loss of Utilities Waste Disposal System</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities-Communication Failure</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Loss of Utilities-HVAC Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Utility System Failures Clinical Intervention</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Utility System Disruption Response</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Appropriate Ventilation and Air Relationships</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Appropriate Ventilation and Pressurization Rates in Non-Clinical Areas</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Mapping the Distribution of Utility Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Medical Gas Storage Rooms and Transportation</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Emergency Power System</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Operating Rooms Wet Location</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Electrical Distribution</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Hospital Grade Receptacles</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Relocatable Power Taps</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Extension Cords</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>General Anesthesia Areas</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Managing Biological Agents</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Emergency Electrical Power Source</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Major Repairs and Maintenance of Utility Components</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Inspection of Utility Components Before Initial Use</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Inspection, Testing, and Maintenance of High-Risk Utility Systems/Equipment</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Inspection, Testing, and Maintenance of Infection Control Utility Systems/Equipment for High-Risk Patients</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Inspection, Testing, and Maintenance of Non-Life Support Utility Systems/Equipment</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Line Isolation Monitors</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Meeting Requirements of NFPA 1999-2012</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Battery Powered Lights for Egress</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Uninterruptible Power Supply (UPS)</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Emergency Generator Testing</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Automatic Transfer Switches</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Generator Fuel Quality</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Emergency Generators- 4 Hour Testing</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Management of Medical Gas Storage</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.

<u>POLICY NAME</u>	NEW/ REVISED	HPP COMMITTEE DECISION	SUMMARY
<u>Inspecting, Testing, and Maintaining Piped Medical Gas Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Bulk Oxygen</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Testing of Piped Medical Gas</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Identification and Accessibility of Shut Off Valves for Piped Medical Gas and Vacuum Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Hospital Meets all other NFPA 99-2012 Requirements Related to Gas and Vacuum Systems</u>	Revised	Approved as Submitted	Updated to new template, scheduled review with no significant changes. Vetted by EOC Committee.
<u>Burn Activation Guideline</u>	Revised	Approved as Submitted	Added the following sections: Interfacility Transfers, Bedside Activations, Burn Patients Meeting Trauma Activation Criteria, Patients Not Meeting Burn or Trauma Activation Criteria, Team in Attendance to Burn Activation, and Procedure. Obtained from Trauma/Burn Team Activations and Transfers Policy to retire from trauma.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Agreement with HealthLinx, Inc. for Nursing Excellence Assessment Services	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 HealthLinx, Inc. for Nursing Excellence Assessment Services; authorize the Chief Executive Officer to execute extension options or amendments; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund #: 5420.000
 Fund Center: 3000872000
 Description: Nursing Excellence Solution
 Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
 Term: Two (2) months after Facility’s Magnet designation date
 Amount: \$358,750
 Out Clause: 60 days w/o cause

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

BACKGROUND:

This request is to enter into an Agreement with HealthLinx, Inc. (“HealthLinx”) for Nursing Excellence Assessment Services. HealthLinx professionals will provide nursing excellence and performance improvement expertise through assessment and project planning to ensure UMC meets and/or exceeds the Magnet standards and UMC is successfully designated as a Magnet Facility by the American Nurses Credentialing Center (ANCC).

UMC will compensate HealthLinx for its services as follows:

Nursing Excellence Assessment & Plan	\$48,900
Nursing Excellence Project Management	\$296,350
<u>Reimbursables</u>	<u>\$13,500</u>
Total	\$358,750

Cleared for Agenda
 June 28, 2023

Agenda Item #

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Either party may terminate this Agreement for convenience upon a 60-day written notice. Staff also requests authority for the CEO to exercise extension options or execute amendments to this agreement if deemed beneficial to UMC.

UMC's 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 June 21, 2023 meeting and recommended for approval by the Governing Board.

NURSING EXCELLENCE SOLUTION AGREEMENT



NEAPSM+NEPM NI – New Client Magnet[®] Initial Designation

(Prepared for University Medical Center of Southern Nevada)

This **NURSING EXCELLENCE SOLUTION AGREEMENT** for **Nursing Excellence Assessment and Plan (NEAPSM)**- and **Nursing Excellence Project Management (NEPM)-NI** (“Agreement”) is made by and between HealthLinx[®], Inc., (hereafter, “HealthLinx[®]”), on the one hand, and the healthcare facility signing below (hereafter, the “Facility”), on the other, and is effective as of the Effective Date written in Facility’s signature block.

Whereas HealthLinx[®] is a hospital-exclusive firm specializing in:

- Departmental & Leadership Excellence, e.g., Transformational Leadership,
- CNO Leadership,
- Nursing Excellence, e.g., Magnet^{®1},
- Organizational Excellence Initiatives,
- Project Management, e.g., Interim, and
- Performance Improvement Consulting.

Whereas Facility seeks HealthLinx[®]’ nursing excellence and performance improvement expertise to ensure Nursing meets and/or exceeds the Magnet[®] standard and is successfully Designated as a Magnet[®] Facility by the ANCC[®].

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which both parties expressly acknowledge, the parties, intending to be legally bound, agree to the following terms and conditions:

1. Nursing Excellence Assessment & Plan (“NEAP”).

The Nursing Excellence Assessment & Plan (“NEAPSM”) Report, which includes assessment to the Magnet[®] standards, a customized project plan for successful designation and an on-site report. The NEAPSM is further detailed in [Exhibit A](#).

2. Nursing Excellence Project Management (“NEPM”).

HealthLinx[®] will manage and provide critical resources to accomplish the recommendations made within the NEAP Final Report. Details of the actual agreed to solutions provided under the NEPM are estimated in this Agreement and will be further outlined in the NEAP. In addition, the NEAP & NEPM Process Map can be referred to in [Exhibit B](#).

The components of the NEPM will include:

- Plan for Excellence Reports delivered quarterly and the supporting Unit Level Summary of Outcomes (“ULSOs”). See [Exhibit A](#) for a high-level overview of what can be

¹ MAGNET[®], Magnet Recognition Program[®], ANCC[®], Magnet[®], and the Magnet Journey[®] are registered trademarks of the American Nurses Credentialing Center. The products and services of HealthLinx[®] are neither sponsored nor endorsed by ANCC. All Rights Reserved.

expected in these quarterly reports, where the first is delivered at the NEAP Report and will provide a baseline for future quarterly reporting.

- Infrastructure Support Intensive
 - a. Review, implementation & evaluation of care practices to improve structures and processes related to the Nursing Excellence Infrastructure
 - b. Collaborate with team to determine onsite schedule and deliverables
- Project Management Launch Meeting
 - a. 1/2 day.
 - b. Meet with all document writers and Magnet® steering committee (if Facility has a committee).
- Quality Improvement Activities
 - a. Virtual/onsite meetings with Outcome Improvement team to discuss results and action plans.
 - b. Provide communication techniques to dissemination quality indicators, engagement results.
- Onsite SOE (Sources of Evidence) Alignment. For purposes of this Agreement, Sources of Evidence and SOE are defined as the total amount of narratives and corresponding evidence documents, required by the ANCC® for a Submission.
 - a. 1.5 days
- Writing Intensives
 - a. Customized to be either onsite or virtually.
 - b. Meet with writers and lock up SOEs in real time with expert content guidance.
- Patient Satisfaction Deep Dive
- Content Editing
 - a. By the aligned VPNE.
 - b. Includes all OOs and SOEs.
- Copy Editing
 - a. One voice uniformity.
 - b. Language, grammar, 3rd person.
 - c. Professional presentation.
- Conference Calls & Minutes
 - a. Periodic per the Project Plan and as mutually agreed by MPD and VPNE.
 - b. One hour each.
 - c. Includes the Magnet® Program Director, CNO, document writers.
- Bi-monthly Project Status Reports
- E-DocsSM
- Writing Tools
 - a. SOE trackers.
 - b. Writing templates.
 - c. SOE Guidance for each OO and SOE (created by our expert consulting team).
- Travel (VP's travel hours only, not reimbursable expenses)
- Post-Submission Assessment & Report. See [Exhibit F](#).

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- Site Visit Preparation
 - a. Review of ANCC Schedule.
 - b. Conference calls.
 - c. Planning of the site visit.
 - d. Writing practice interview questions (from content) for selected SOEs.
 - e. Mock Site Visit – conduct prep interviews with selected teams/units.

3. Critical Project Dates.

The following dates are important and agreed to project dates:

- Facility will deliver the documents and data on 06/12/2023.
- The NEAPSM Assessment dates are 07/12/2023 and 07/13/2023.
- The NEAPSM Final Report & Project Management Start Meeting date is 08/17/2023.
- Facility's Submission Date is: TBD.

4. NEAP Investment and Payment Terms.

The NEAP Investment Fee is \$48,900 (100-599 Licensed beds). The Fee will be further reduced if this Agreement is returned to HealthLinX per the date and time specified in the Fee Reduction for the Timely Execution Discount section below.

This Fee is an estimate and is dependent upon the date-specific discounts outlined herein.

The investment includes all services listed in [Exhibit A](#) and [Exhibit B](#) excluding reimbursable expenses. Reimbursables will be invoiced separately. The Investment is non-refundable and all fees regardless of due date are payable to HealthLinX® and remain so even if Facility terminates this Agreement.

If Facility requires and/or requests additional support or work to be performed after the NEAPSM Final Report meeting and before the actual start of the Project Plan, the additional support may be billed/invoiced on an hourly basis.

All fees are due thirty (30) days from execution of this Agreement.

5. NEAP Timely Agreement Execution Discount.

Time is of the essence. The Assessment and Plan should be conducted as soon as possible since it will set up the schedule and associated deadlines for the entire project.

In the event Facility returns this executed Service Agreement by

06/30/23,

the investment will be reduced by one thousand dollars (\$1,000).

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6. NEPM Investment and Payment Terms.

The NEPM Investment Fee is \$296,350.00 and will be further outlined in the NEAP Report. The Fee above does not include Reimbursable Expenses.

Any Additional Documentation Request by the ANCC is not included in the Fee above and may be added to the Agreement by an additional Addendum at that point in time (if needed). However, due to the timely nature of Facility's request and requirement to respond to ANCC by a specified date, HealthLinx is willing to review the ANCC feedback and begin delivering service toward helping Facility to correct the SOEs in question in advance of a signed Addendum if needed. Facility's agreement to proceed by sending ANCC feedback and or engaging in Consultation on these Additional Documentation requests requires all fees in the Addendum to remain due regardless of the date of execution.

The project time allocated in the Plan (found in the NEAP Final Report) has been set-aside by HealthLinx® for Facility. This limited capacity will not be given to another client and is reserved for Facility. We know from experience and based on best practices; this reserved capacity is needed to achieve a successful result. In the event Facility needs additional resources beyond those outlined in the NEAP Final Report, Facility will be billed separately for these additional resources.

For resources required where HealthLinx® must provide expedited support due to Facility's tight/short document submission deadline with the ANCC® (such as additional Writer's Intensives to expedite the completion of narratives), HealthLinx® will provide a separate budget. Expedited support results in additional resources required outside of current capacity/utilization planning and will be billed at higher consulting rates. Therefore, it is highly recommended that Facility stay on-track with the Project Plan mutually agreed to in the NEAP Final Report.

If additional services beyond the scope of the Plan are necessary at any point, an Addendum may be mutually agreed to by HealthLinx® and Facility and added to this Agreement, however, the total of any additional Fees plus invoices incurred for Reimbursable Expenses will not exceed twenty percent (20%) of the NEPM Fee, or a maximum of contingency of additional fees and Reimbursable Expenses of \$59,270.00.

The NEPM payment terms are as follows:

- The 1st Payment (60%) is \$177,810.00 and is due thirty days from the NEAP Report event, or by 9/18/2023.
- The 2nd Payment (40%) is \$118,540.00 and is due one hundred eighty days from the NEAP Report event, or by 2/16/2024.

To maintain high standards of quality and success rate for our clients, HealthLinx® only partners with a specific number of organizations for each ANCC® document submission date. Once HealthLinx® is at full capacity, HealthLinx® will no longer accept partnerships for those specific ANCC® document submission dates. HealthLinx® is committing its resources to the full Project Plan and is setting aside capacity for Facility that it cannot replenish should Facility decide to change direction in the middle of the project.

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Therefore, both parties are committing to the Project Plan outlined within the NEAP Final Report, this Agreement, and the payment plan outlined above. The Service Fee is non-refundable and all payments regardless of their due dates are payable to HealthLinx® and remain so even if Facility terminates this Agreement.

Should Facility change direction in the middle of the project, HealthLinx® will work with Facility to mutually modify the Project Plan and timeline to adjust to Facility's situation with the expectation that Magnet® designation is still the goal, however, the timeline may change. Any unused portion of the Service Fee will be applied to the adjusted Project Plan. HealthLinx® has nearly a 100% client success rate with Magnet® designation/re-designation and is committed to partnering with organizations that are committed to operational nursing excellence and successfully being Magnet® designated.

Facility Contact Information:

Invoices

Invoicing Associate's Name: Accounts Payable - UMCSN
Invoicing Associate's Email: accountspayable@umcsn.com
Invoicing Associate's: Phone:
Invoicing Associate's Executive Assistant Name:
Executive Assistant's Email:
Executive Assistant's Phone:

P.O. Associate's Name:
P.O. Associate's Email:
P.O. Associate's: Phone:

7. Client Appreciation Discount.

In the event and during the term of this agreement, if Facility executes an agreement for an additional HealthLinx® solution, which include:

- Transformational LeadershipSM (TL),
- Transformational Leadership PLUSSM (TLP),
- CNO Leadership SolutionSM (CL) or
- Organizational ExcellenceSM (OX).

Then Facility's Service Fee for the additional solution shall be reduced by two thousand dollars (\$2,000). This future discount will be accounted for and reflected on the first invoice for the additional solution.

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In the event and during the term of this agreement, if Facility executes an agreement for an additional HealthLinx® solution, which include:

- Department Assessment (DA),
- Interim Leadership (IL),
- Project Management (PM) or
- Permanent Leadership Acquisition ManagementSM (PL).

Then Facility's Service Fee for the additional solution shall be reduced by five hundred dollars (\$500). This future discount will be accounted for and reflected on the first invoice for the additional solution.

Future Discounts cannot exceed the total value of the additional and future solution. A maximum of one (1) Discount can be applied to each future solution. Discounts for future solutions are not cumulative. Discounts will only be available if this Agreement has not been terminated. The above list is subject to change.

8. Reimbursables.

Facility agrees to reimburse HealthLinx® for its reasonable business expenses associated with the above services (mileage if consultant(s) commutes, coach airfare or business class airfare, when appropriate (see directly below), hotel accommodations, automobile rentals and gas, taxi/cab, meals, and similar travel related expenses). Reimbursables paid by Facility will not exceed \$13,500 and travel will only be reimbursable pursuant to Facility's Travel Reimbursement Policy attached hereto as **Exhibit G**.

9. First-Edit" Content Penalty for Sources of Evidence (SOE).

The goal is a successful document submission and zero penalties. In order to drive a successful project and deadlines that are met as mutually agreed, this proven penalty structure is necessary and should be known by the entire team. An SOE Delivery Schedule will be presented as an initial recommended plan in the NEAP Final Report, and further reviewed and mutually agreed to by Facility and VPNE. In the event an SOE is not received by HealthLinx® VPNE per the SOE Delivery Schedule, the Fee will increase by \$0 for each delinquent SOE.

SOEs not delivered will be added to the SOE delivery requirements in the following month, thus increasing the narrative delivery amount.

HealthLinx® may reject an SOE narrative if it is incomplete or unacceptable (as reasonably determined by HealthLinx®), per the mutually agreed upon delivery schedule. A rejected SOE narrative is defined as:

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- For any SOE that includes attached evidence – if any of the five (5) required sections are not completed.
- For any SOE that requires attached evidence – if the description in the narrative is not accompanied with attached evidence.

Any SOE rejected will not count as a delivered “First Edit” per the schedule. This is ultimately done to save Facility penalties.

SOEs can be submitted any time before a deadline. However, SOEs and corresponding documents will not be reviewed over weekends and holidays.

This fee structure and SOE delivery schedule will be communicated to the writing team and nursing leaders during the Organization Project Launch by HealthLinx[®] to encourage and support the mutually agreed upon writing deadlines that are required to not jeopardize Facility’s document submission.

10. Final-Copy Penalty.

In the event an SOE is not received by the HealthLinx[®] Copy Editor per the SOE Delivery Schedule, Facility’s Fee will increase by \$0 for each delinquent SOE.

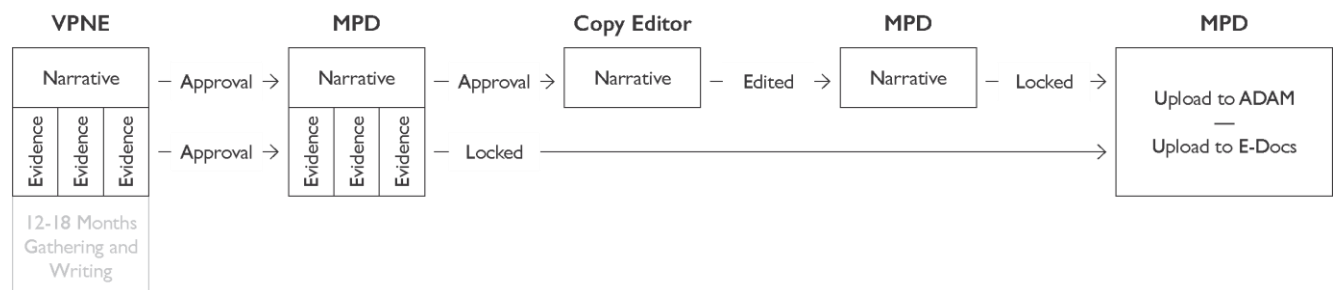
SOEs not delivered will be added to the SOE delivery requirements in the following month, thus increasing the SOE delivery amount.

11. E-DocsSM.

E-DocsSM is an internal and user-friendly website utilized to showcase Facility’s Nursing Excellence Journey. As shown in the Illustration #1 below, the E-DocsSM process will integrate with the:

- VPNE-MPD-Copy Editor’s process for locking Narratives and evidence,
- The Upload into ADAM, and
- The Upload into E-Docs.

Illustration #1



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E-DocsSM includes:

- a. The conversion of Facility's Content (.pdf) into a digital website that will:
 - Match Facility's branding.
 - Provide one "Banner" throughout.
 - Upon conversion completion will allow Facility to view as website for internal use which will be packaged and transferred to the client to be hosted on their own platform (intranet or other).
 - Communication between HealthLinx and Facility for smooth hand-off of Facility's E-Docs site.
 - Viewable offline, thus allowing Facility to permit access and view ability, at Facility's discretion, to Facility's management, staff, other remote users.
- b. An E-DocsSM Launch Meeting to plan the project and organize critical resources.
- c. Four (4) calls:
 - Call #1: Share initial site/review navigation.
 - Call #2: Review OO, TL, SE, EP, NK.
 - Call #3: Blinding of Evidence.
 - Call #4: Finalize client facing site and transfer to the client.
- d. Establishment of a secure SharePoint site for transfer of documents.
- e. Published pages will be periodically submitted to the Facility for QA review via a secure, HealthLinx[®]-hosted web site during production (a "QA round"). During the E-DocsSM Launch, HealthLinx[®] and Facility will review the prescribed QA process and agree upon the number of pages to be reviewed per QA round. Facility will receive notification of pages ready for review via email.

12. HealthLinx[®] Successful Designation Guarantee for NEPMSM.

See [Exhibit D](#) for Designation Guarantee.

13. HealthLinx[®] Financial Benefit Guarantee for NEPMSM.

See [Exhibit E](#) for Financial Benefit Guarantee.

14. Hiring a HealthLinx[®] Associate.

If Facility or any of Facility's affiliates and any HealthLinx[®] associate assigned to Facility create any form of business relationship, e.g., consultative, employer-employee, etc., during the term of this Agreement or during the one (1)-year period thereafter, Facility agrees to pay HealthLinx[®] a one-time Referral Fee equivalent to one hundred five percent (105%) of the HealthLinx[®] associate's first year Gross Compensation, due within fifteen (15) days after the HealthLinx[®] associate's start date with Facility or an affiliate of Facility, as the case may be. Notwithstanding the foregoing, Facility is not prohibited from offering employment to or creating a business relationship with, any person: (a) with whom it has had contact prior to the Effective Date; (b) who responds to a general solicitation or advertisement that is not specifically directed only to employees or agents of HealthLinx[®]; or (c) who is referred by a search firm, employment agency or other similar entity provided that such entity has not been specifically instructed to solicit the employees or agents of HealthLinx[®].

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For purposes of this subsection, Gross Compensation includes the actual wages, salary, draw, independent contractor or consulting fees, commissions, bonuses, incentives, or any other form of income or compensation received by the HealthLinx[®] associate, or any form of compensation paid to the HealthLinx[®] associate by Facility to entice such HealthLinx[®] associate to accept Facility's offer of employment or perform services for Facility. Gross Compensation excludes actual relocation reimbursements. Sales tax will be added to the Regular Employment Fee where required by law.

15. Permanent Leader Referral

In the event a Permanent Leader referred by HealthLinx[®] is hired by Facility, then an additional Service Fee, equal to thirty-two percent (32%) of the additional Leader's Estimated First-Year Gross Compensation, is due thirty (30) days after the Leader's start date. Further, it is the obligation of Facility to forward to Facility's representative at HealthLinx[®] the finalized offer letter within forty-eight (48) hours of the acceptance of the offer by the newly hired Leader. A Permanent Leader is defined as any person and/or candidate referred by HealthLinx[®] to Facility or Facility's affiliates.

16. Facility Contact Information

a. Project Lead / Magnet Program Director

Name: Debra Fox – Project Lead & Cathleen Hamel –Magnet Program Director

Email: Debra.fox@umcsn.com

Cathleen.hamel@umcsn.com

Phone: Debra Fox - 702-383- 3864

Cathy - 702-383-2734

b. Data Vendor Information

i. Patient Satisfaction

Vendor: Press Ganey

Facility Contact Name: Jeffrey Castillo & Alex Nanobashvili

Facility Contact Email: Jeffrey.castillo@umcsn.com

Alex.nanobashvili@umcsn.com

ii. Nurse Satisfaction

Vendor: Press Ganey NDNQI

Facility Contact Name: Alex Nanobashvili

Facility Contact Email: Alex.nanobashvili@umcsn.com

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iii. Nurse Sensitive Indicators

Vendor: Press Ganey NDNQI
Facility Contact Name: Alex Nanobashvili
Facility Contact Email: Alex.nanobashvili@umcsn.com

c. Invoices

Invoicing Associate's Name: TBD
Invoicing Associate's Email: accountspayable@umcsn.com
Invoicing Associate's Phone: n/a
Invoicing Associate's Executive Assistant Name: n/a
Executive Assistant's Email: n/a
Executive Assistant's Phone: n/a

P.O. Associate's Name: TBD
P.O. Associate's Email: TBD
P.O. Associate's Phone: TBD

17. Support Availability.

HealthLinx® NEAPSM support will be available to Facility Monday through Friday 9 a.m. to 5 p.m. EST. Support will not be available on weekends or on the following holidays: Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas, New Year's Eve, and New Year's Day.

18. Notice.

Notice will be accepted at the location and methods available and listed below. Notice will be considered given when either party receives it. Further, either Facility or HealthLinx® may designate a different person to whom notices should be sent at any time by notifying the other party in accordance with this Agreement. The following are the acceptable locations and methods of notice:

For Facility:

Name: University Medical Center of Southern Nevada
Title: Attn: Legal Department – Contracts Division
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

For HealthLinx®:

Name: Terrie Cooper
Title: Director of Finance
Email: tcooper@healthlinx.com

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19. Term and Termination.

The term of this agreement will be for two (2) months after Facility's Magnet designation date. In the event Facility does not receive designation, this Agreement will automatically terminate two (2) months after Facility is notified by the ANCC® that they will not be designated. Either party may terminate this Agreement upon sixty (60) calendar days with prior written notice to the other party. The parties may agree to extend this Agreement beyond this period by written renewal.

20. Insurance

HealthLinx®, Inc. will provide a Certificate of Insurance ("COI") to Facility, at the time this Agreement is executed, for the following insurances:

- Underlying General Commercial Liability Insurance: \$2,000,000 per occur/\$4,000,000 aggregate,
- Underlying Hired/Non-Owned Auto: \$1,000,000 per occur/\$1,000,000 aggregate,
- Underlying Professional Liability: \$2,000,000 per occur/\$4,000,000 aggregate,
- Worker's Compensation: Statutory Coverage,
- Underlying Employer's Liability \$1,000,000 individual/\$1,000,000 aggregate &
- Follow Form Excess/Umbrella Liability \$2,000,000 per occur/\$2,000,000 aggregate (provides cover over General, Auto, Professional, and Employer's Liability).

Therefore, the addition of the Underlying Insurance and the Form Excess/Umbrella provides the following insurances:

- General Commercial Liability Insurance: \$4,000,000 per occur/\$6,000,000 aggregate,
- Hired/Non-Owned Auto: \$3,000,000 per occur/\$3,000,000 aggregate,
- Professional Liability: \$4,000,000 per occur/\$6,000,000 aggregate,
- Worker's Compensation: Statutory Coverage,
- Employer's Liability: \$3,000,000 individual/\$3,000,000 aggregate &
- Cyber Security Liability: \$5,000,000 individual/\$5,000,000 aggregate.

21. Survival.

Expiration or termination of this Agreement will not affect any right or obligation that either party may have incurred prior to such expiration or termination.

22. Medicare &/or Medicaid.

HealthLinx® warrants that neither their corporation nor any of its employees that are utilized at Facility have been sanctioned by and/or excluded from participation in the Medicare and/or Medicaid programs.

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23. Nondiscrimination Policy.

HealthLinx® does not discriminate in the provision of any services based on race, color, religion, sex, national origin, marital status, veteran status, disability, age, or any other characteristic protected by law.

24. Confidentiality.

HealthLinx® agrees not to disclose Facility's confidential information to any party and to comply with all HIPAA-related policies provided by Facility to HealthLinx®. Facility agrees not to sell, license, or disclose, without HealthLinx®' written permission, any of HealthLinx®' printed materials, products, systems, or agreements. Notwithstanding the foregoing, HealthLinx® acknowledges that Facility is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If Facility receives a records request for the disclosure of any information related to this Agreement which HealthLinx® has marked as "confidential" or "proprietary," Facility will immediately notify HealthLinx® of such request and HealthLinx® shall immediately notify Facility of its intention to seek injunctive relief in a Nevada court for protective order. If HealthLinx® requires Facility to not release such records, then HealthLinx® shall indemnify and defend Facility from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of HealthLinx® document in Facility's custody and control in which HealthLinx® claims to be confidential and proprietary.

25. HealthLinx® Is Not a Covered Entity or Business Associate.

Facility acknowledges that HealthLinx® is not a covered entity as defined by 45 C.F.R. § 160.103 or any other applicable statutes. 45 C.F.R. § 160.103 defines a covered entity as a health care provider, such as a doctor, clinic, and pharmacy; a health plan, such as a health insurance company; and a health care clearinghouse that processes nonstandard health information received from another entity into standard electronic format. Facility acknowledges that HealthLinx® is not engaged in the provision of health care services, nor the processing of health information, and therefore, does not meet the definition of a covered entity.

Facility further acknowledges that HealthLinx® is not a business associate as defined by the applicable statutes. HIPAA defines a "business associate" as an entity that "creates, receives, maintains, or transmits" PHI "on behalf of" a covered entity to assist the covered entity in carrying out health care activities and health care functions. 45 C.F.R. § 160.103.

Facility acknowledges that HealthLinx® does not assist Facility in carrying out health care activities or health care functions. Facility further acknowledges that HealthLinx® is a purely operational and nonclinical consultant to Facility and does not create, receive, maintain, or transmit PHI on behalf of Facility. Facility acknowledges and agrees that HealthLinx® has no need for PHI in its provision of services related to the Project, and therefore, HealthLinx® is not a business associate to Facility. Facility acknowledges and agrees that HealthLinx® need not sign a business associate agreement.

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26. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to Nevada's choice-of-law rules. Any lawsuit relating to or arising out of the terms and conditions of this Agreement shall be brought exclusively in a state or federal court of competent jurisdiction in Clark County, Nevada. Nothing in this paragraph shall limit HealthLinx[®]'s ability to remove a case filed against it in state court to a federal court if otherwise allowed by law.

27. Amendment.

This Agreement may only be amended or modified by a writing signed by duly authorized representatives of both parties. This Agreement contains the entire agreement between the parties as to its subject matter, and the parties agree that they have not relied on any representations, warranties, or other statements not contained in this Agreement in deciding to enter this Agreement. This Agreement supersedes all prior written agreements, understandings, and representations (oral and/or written) relating to the subject matter of this Agreement.

28. Covenant Against Contingent Fees/Gratuities.

HealthLinx[®] 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, Facility 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. Facility may, by written notice to HealthLinx[®], terminate this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by HealthLinx[®] or any agent or representative of HealthLinx[®] to any officer or employee of Facility 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.

29. Personnel On-Site.

HealthLinx[®] shall abide by Facility's relevant compliance policies, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, as may be amended from time to time, and may be required to register through Facility's vendor management system prior to arriving on-site. HealthLinx[®]'s employees, agents, subcontractors and/or designees who do not abide by Facility's policies may be barred from physical access to Facility's premises.

In Witness, Whereof, the parties hereto have caused this Agreement to be executed on the Effective Date written below.

FACILITY:

By:

Signature, Effective Date

Mason Van Houweling, CEO
Facility: University Medical Center of Southern Nevada

HEALTHLINX®:

By:

Matt Berry

Matt Berry, CEO

Fee Reduction(s) Confirmation:

Matt Berry

Matt Berry, CEO

by signing herein, HealthLinx® confirms that the Service Fee will be reduced by one thousand dollars (\$1,000) if Facility returns this executed Agreement by 5:00 p.m. Eastern Time on 06/30/2023.

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Exhibit A	Nursing Excellence Assessment & Plan
Exhibit B	Process Map
Exhibit C	HealthLinx [®] Best Practice Timeline for Magnet [®]
Exhibit D	Successful Designation Guarantee for NEPM SM
Exhibit E	Financial Benefit Guarantee for NEPM SM
Exhibit F	Post Submission Assessment & Report (“PSAR”)
Exhibit G	Travel Reimbursement Policy

Exhibit A
Nursing Excellence Assessment & Plan
NEAPSM-NI - Magnet[®] Designation

The HealthLinx[®] NEAPSM will assess and develop a plan to:

- Assess nursing-wide performance to all Magnet[®] standards,
- Develop performance improvement plans to ensure Nursing meets and/or exceeds the Magnet[®] standards,
- Monetize Facility's actual and potential improvements during the journey, and
- Manage Facility successfully to designation as a Magnet[®] Facility.

The NEAPSM is the first step of a two-step process and is completed when a Facility determines it desires to meet or exceed the Magnet[®] standard and pursue designation. The NEAPSM is an assessment of the Facility's infrastructure to support sustained operational nursing excellence. A core component of the NEAPSM is the customized project plan. This plan outlines the second step of the process and the pursuit of the Magnet[®] standard and designation. This second step is called the Nursing Excellence Project Management ("NEPMSM"). See [Exhibit B](#) for the NEAP-to-NEPM process map.

The NEAPSM is based upon HealthLinx[®]' best practices that have resulted in the industry's best client success rate of nearly 100% with 100+ organizations.

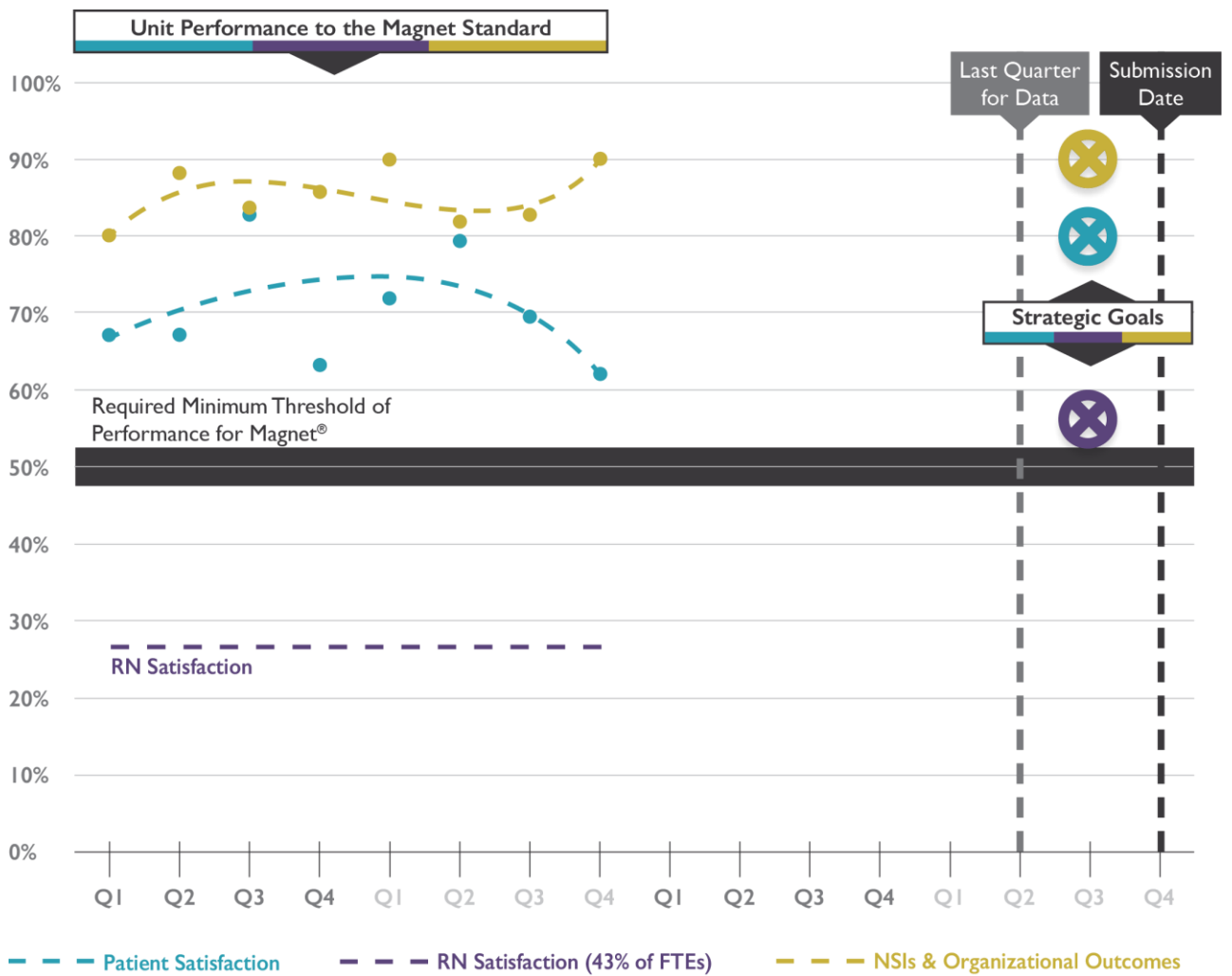
The NEAPSM Report will include the following initial Plan for Excellence Report and Accompanying Unit Level Summary of Outcomes (ULSO), where these reports will be repeated throughout the NEPM on a quarterly basis:

1. Quantify and Align Nursing's Strategic Goals with the Facility's Strategic Goals.

Strategic Pillar	Facility	Nursing
People	Employee Engagement Top Quartile	RN Engagement Above Magnet Standard
Quality	Top Quartile	NSIs Above the Magnet Standard
Service	Top Quartile	Patient Satisfaction
Finance	Top Quartile	
Growth	Top Quartile	
Innovation	Top Quartile	

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2. Develop a Project Plan, the suggested future NEPMSM, outlining all recommended solutions required from post-NEAPSM to Facility's document submission date.
3. Create a detailed set of project-critical deadlines based on HealthLinx[®]' Best Practice Timeline, see [Exhibit C](#).
4. Assess and quantify Nursing's current performance against the Magnet[®] Standard.



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Executive Summary					
Measure	RN Engagement		NSI's		Patient Satisfaction
Operational Nursing Excellence Performance	✗ Underperforming		✓ Outperforming		✓ Outperforming
Operational Nursing Excellence Summary	44% of units outperform in a majority of 7 reported measures		93% of units outperform in a majority of quarters for a majority of NSI's reported		53% of units outperform in a majority of quarters for a majority of domains reported
Magnet Performance	✓ Outperforming		✓ Inpatient Outperforming	✗ Ambulatory Underperforming	✗ Inpatient Underperforming ✓ Ambulatory Outperforming
Magnet Summary	56% of eligible units outperform in at least 3 of 4 selected measures		>50% of eligible inpatient units outperform in 4 of 4 inpatient measures and 0 of 2 ambulatory measures		>50% of eligible units outperform in 3 of 4 selected domains for inpatient units and 4 of 4 domains for ambulatory settings

- Develop Performance Improvement Plans to meet and exceed the Magnet® Standard and/or specific strategic goals.
- Assess and quantify nursing-wide obstacles and opportunities.

				Identifies Nursing-Wide Opportunities			
Service Line	Unit Name	Director	Manager	RN Satisfaction	NSIs	Patient Satisfaction	All
Emergency Department	Emergency Department	Hunter, MSN	Johnson, BSN, Interim	14%		0%	8%
Women's & Children's	NICU	Houston, MSN, 3.9 years	Jefferson, BSN, 3.9 years	100%	100%	↑	100%
	Nursery	Houston, MSN, 3.9 years	Brown, BSN, 20.3 years	71%		→	71%
	Mother/Baby	Houston, MSN, 3.9 years	McLeod, MPH, 16.2 years		100%	↓	100%
	Obstetrics/GYN	Houston, MSN, 3.9 years	Williams, BSN, 4.2 years	0%	100%	↑	59%
Perioperative Services	Anesthesia	Jones	McNutt	100%			100%
	Orthopedic Surgery Nursing	Wilcox	Oliver, 1.9 years	100%			100%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%			86%
	3rd Surgical	Houston, MSN, 3.9 years	Shapiro, BSN, 1.9 years	100%	75%	↑	83%
	Outpatient Surgery	Kasenski, MSN	Smith, BSN	57%			57%
	Surgery	Kasenski, MSN	Morrell, MSN	29%		83%	54%
Acute Care	Oncology	Houston, MSN, 3.9 years	Carter, BSN, 3.5 years	0%	75%	↑	28%
Cath Lab	Cardiac Cath Lab	Ferrell, non-RN	Carter, Non-RN Mgr				
	5th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑	100%
	7th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑	100%
	Orthopedics	Houston, MSN, 3.9 years	Wood, BSN, 3.8 Years	57%	100%	↑	83%
	Endoscopy Lab	Cook, non-RN	Katio, BSN, 6.9 years	71%		83%	77%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%			86%
	Step-Down	Houston, MSN	Cantrell, BSN, 12.9 years	86%	75%	↑	56%
	ICU/CCU	Houston, MSN	Cantrell, BSN, 12.9 years	86%	25%	↑	56%
	Medical Unit	Houston, MSN, 3.9 years	Mason, MSN/MBA, 1.9 years	100%	50%	↑	50%
	Telemetry	Houston, MSN	Mercer, MSN	0%	100%	↑	39%
	# of Units Exceeding the Mean			12	10	6	16
	TTL # of Units Reported with Data			17	12	12	20
	% of Units Exceeding the Mean			71%	83%	50%	80%

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7. Assess and quantify service line obstacles and opportunities.

Identifies Service-Line-Specific Opportunities		Unit Name	Director	Manager	RN Satisfaction	NSIs	Patient Satisfaction		All
Emergency Department	Emergency Department	Hunter, MSN	Johnson, BSN, Interim	14%			0%	↔	8%
Women's & Children's	NICU	Houston, MSN, 3.9 years	Jefferson, BSN, 3.9 years	100%	100%	↑			100%
	Nursery	Houston, MSN, 3.9 years	Brown, BSN, 20.3 years	71%		↔			71%
	Mother/Baby	Houston, MSN, 3.9 years	McLeod, MPH, 16.2 years		100%	↓	100%	↑	100%
	Obstetrics/GYN	Houston, MSN, 3.9 years	Williams, BSN, 4.2 years	0%	100%	↑	100%	↓	59%
Perioperative Services	Anesthesia	Jones	McNutt	100%					100%
	Orthopedic Surgery Nursing	Wilcox	Oliver, 1.9 years	100%					100%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	3rd Surgical	Houston, MSN, 3.9 years	Shapiro, BSN, 1.9 years	100%	75%	↑	71%	↑	83%
	Outpatient Surgery	Kasenski, MSN	Smith, BSN	57%					57%
	Surgery	Kasenski, MSN	Morrell, MSN	29%			83%	↓	54%
Acute Care	Oncology	Houston, MSN, 3.9 years	Carter, BSN, 3.5 years	0%	75%	↑	29%	↑	28%
Cath Lab	Cardiac Cath Lab	Ferrell, non-RN	Carter, Non-RN Mgr						
—	5th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	7th Psych	Beaumont, MSN, 3.9 years	Rizzo, BSN, 12.9 years		100%	↑			100%
	Orthopedics	Houston, MSN, 3.9 years	Wood, BSN, 3.8 Years	57%	100%	↑	100%	↑	83%
	Endoscopy Lab	Cook, non-RN	Katio, BSN, 6.9 years	71%			83%	↓	77%
	Post Anesthesia Care Unit	Kasenski, MSN	Spires, BSN, 5.9 years	86%					86%
	Step-Down	Houston, MSN	Cantrell, BSN, 12.9 years	86%	75%	↑	14%	↑	56%
	ICU/CCU	Houston, MSN	Cantrell, BSN, 12.9 years	86%	25%	↑	43%	↑	56%
	Medical Unit	Houston, MSN, 3.9 years	Mason, MSN/MBA, 1.9 years	100%	50%	↑	0%	↓	50%
	Telemetry	Houston, MSN	Mercer, MSN	0%	100%	↑	43%	↑	39%
	# of Units Exceeding the Mean				12	10		6	16
	TTL # of Units Reported with Data				17	12		12	20
	% of Units Exceeding the Mean				71%	83%	↑	50%	80%

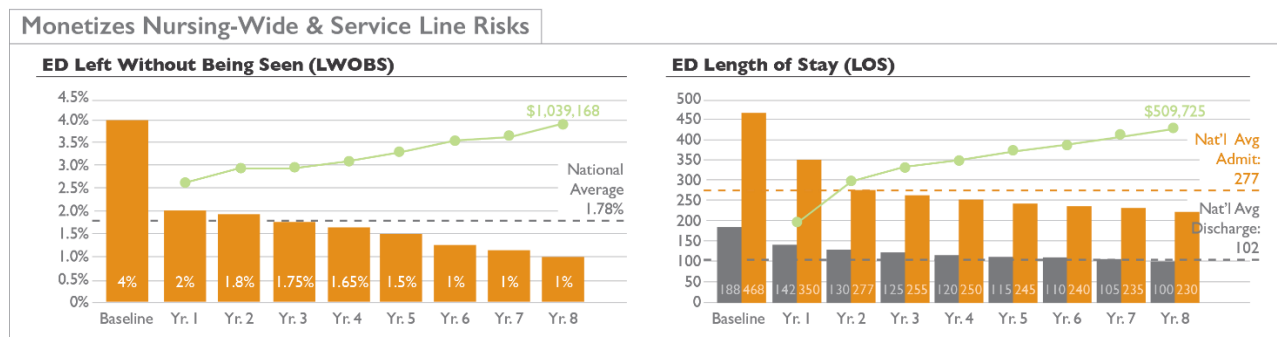
8. Quantify nursing-wide and service line operational improvements.

Quantifies Facility-Wide Risk and Next Step				
	Top Vertical-Cultural Obstacles		Measured Risk	Next Step
1.1	NSI significant data missing		Impeding Magnet readiness, visibility lacking around quality data	

Quantifies Service-Line Risk and Next Steps				
	Top Vertical-Cultural Obstacles	Leadership	Measured Risk	Next Step
2.1	Emergency Department - RN satisfaction outperforms 14% of domains - Patient satisfaction underperforming in all domains - LWBS 4% (national mean 2%) 2 - Admission LOS 468 min. (3.2 hrs. > national mean) - Discharge LOS 188 min. (0.75 hr. > than national mean)	Tenure unknown	1. Decreasing annual LWBS to 2%, the estimated first year impact will yield \$692,778.¹ 2. Decreasing admission and discharge LOS yields significant time savings. If conservatively, only 2% of this additional capacity is converted to increased visits, then the estimated first year impact will yield \$229,226.¹	HealthLink will set up time to discuss an action plan for optimal outcomes.

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9. Monetize nursing-wide and service line-specific obstacles and opportunities.



10. Outline recommendations to avoid predictable Designation threats (if identified).

11. Outline a prescribed SOE Delivery Schedule based on the final document submission date.

As a note of importance and understanding, the SOE Alignment will be conducted after the NEAPSM is complete and is not part of this NEAPSM Agreement. The SOE Alignment is an immersion into specific descriptions with supporting evidence that align with the Magnet[®] Sources of Evidence and sprout from those foundational building blocks assessed in the NEAPSM.

The SOE alignment is based on the information and data from the NEAPSM. The two processes are not a duplication of effort – one is necessary to assess infrastructure gaps (NEAPSM) and the other aligns an organization's ability to document processes and outcomes that resulted from that infrastructure (SOE Alignment). The SOE Alignment will be conducted as part of the NEPMSM implementation solutions that will be outlined as part of the Project Plan (a deliverable within the NEAPSM).

12. Up to two (2) on-site visits by a Vice President Nursing Excellence – Analytics.

The NEAPSM will determine which components are needed and will detail them in a written Project Plan (the NEPMSM).

13. The major components of the Project Plan (the NEPMSM) are as follows:

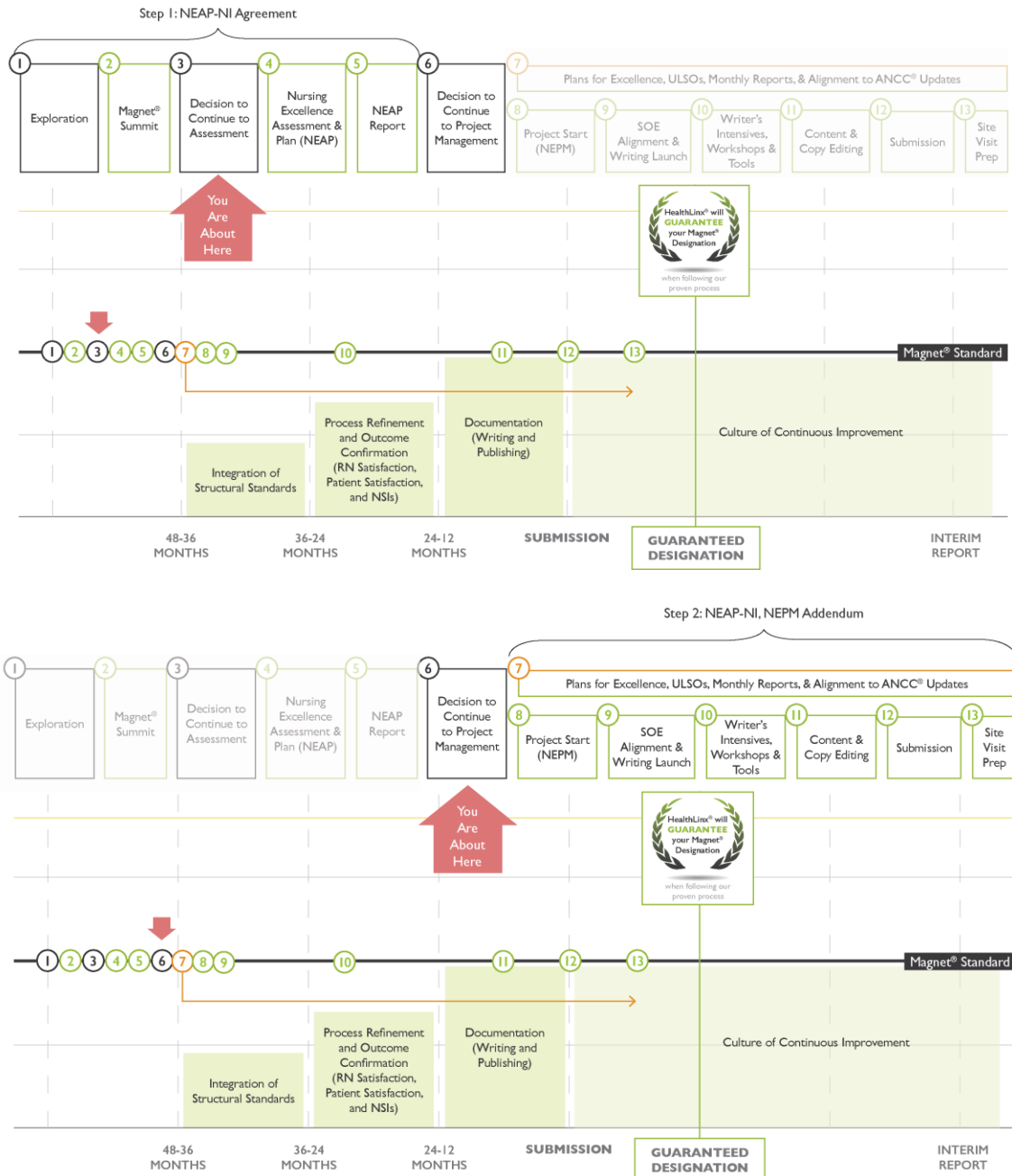
- Outcome Threshold Management: The management and improvement of Facility's outcomes to meet or exceed the Magnet[®] standard through quarterly updates of Facility's Plan for Excellence and accompanying ULISO (as highlighted above).
- Financial Impact Management: The management and monetization of actual and potential improvements of the Nursing Excellence journey.

- Project Management:
 - Phase I: Foundation, Infrastructure Building, and Leadership Development.
 - Phase II: Creation and Submission of Documentation.
 - Phase III: Site Visit Preparation.

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Exhibit B NEAP and NEPM Process Map

The NEAPSM is the first step of a two-step process and is completed when a Facility determines it desires to meet or exceed the Magnet[®] standard and pursue designation. The NEAPSM is an assessment of the Facility's infrastructure to support sustained operational nursing excellence. A core component of the NEAPSM is the customized project plan. This plan outlines the second step of the process and the pursuit of the Magnet[®] standard and Designation. This second step is called the Nursing Excellence Project Management ("NEPMSM").



*Note – the above visual shows the NEPM as a separate Addendum, however for purposes of this Agreement, both the NEAP and NEPM are included together.

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Exhibit C

HealthLinx[®] Best Practice Timeline for Magnet[®] Designation

PRIOR TO 36 MONTHS
Complete Nursing Excellence Assessment & Plan (NEAP) to identify gaps in Magnet [®] requirements and generate/implement action plans to close the gaps; Completed Hard Gap Analysis
CNO-approved nursing strategic plan aligned with the organization strategic plan
Establish goals and action plan for organizational-level and unit-level certification and IOM 80% nurse BSN
CNO plan for financing nursing excellence initiative
Nursing organizational charts that show direct and indirect reporting of all nurses to the CNO, and Facility organizational chart that shows the CNO sits at the table with other C-suite members
Select/designate/mentor Magnet [®] Program Director (MPD)
Establish Magnet [®] steering committee
Identify and begin IRB-approved nursing research studies
Select national quality vendor and maximize participation for all indicators and eligible units (e.g., turnover, nurse-sensitive indicators, education, etc.)
Confirm that Patient Satisfaction vendor questions are compliant with Magnet [®] and that nationally benchmarked data is available at the unit/ambulatory and/or clinic level
Confirm that RN satisfaction vendor questions are compliant with Magnet [®] and that nationally benchmarked data is available at the unit/ambulatory and/or clinic level
Establish action plan to meet educational requirements for all nurse leaders
Ensure learner assessment and related education plans are conducted and developed; clearly identify process and evidence for each level
Nursing shared decision-making is in place and includes a formal structure with bylaws/charters
Professional practice model and care delivery system are developed with clinical nurse input

24-18 MONTHS
Select method of electronic document submission
Close Magnet [®] Application Manual requirement gaps
Establish writing plan with specific deadlines for accountability
Establish content and copy editing plan with specific deadlines for accountability
Establish document publishing plan with specific deadlines for accountability
Finalize writer selection
Nurse (RN) Satisfaction Survey complete (within 30 months of document submission)

36-24 MONTHS
Complete Nursing Excellence Assessment & Plan (NEAP) to identify gaps in Magnet [®] requirements and generate/implement action plans to close the gaps; Completed Hard Gap Analysis
Close Magnet [®] Application Manual requirement gaps
Thorough review and knowledge of the current Magnet [®] Application Manual requirements
Assess unit-level leadership performance based on unit outcomes, and develop action plan as needed for areas of underperformance
Develop an action plan for underperforming NSIs, RN satisfaction, patient satisfaction
Review and revise goals and action plan for organizational-level and unit-level certification and IOM 80% nurse BSN
Review job descriptions for performance expectations to support the Magnet [®] standards (e.g., use of EBP, certification, care coordination, etc.)
CNO involved in the process for credentialing, privileging, evaluating APRNs
Review policy/procedure to ensure at least one nurse votes on all nursing-related research protocols
Performance-based appraisals for all nurses at all levels (self, peer, annual goals)
Establish action plan to meet all Empirical Outcome SOEs including documenting pre data, intervention, and post data (minimum of 3 post data points)
Establish a consistent method for documenting work that has been performed (minutes, action plans, meeting summaries)

PRIOR TO 18TH MONTH
Selection of concepts, ideas, stories, and evidence for each SOE/unit is complete
Confirm allocated time and resources for writers
Implement writing plan and deadline
Implement the content and copy editing publishing plans
18-1 months
Execute publication; There is no additional time for any real or substantive change.

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Exhibit D

Successful Designation Guarantee for NEPMSM

1. HealthLinx[®] Successful Designation Guarantee

The HealthLinx[®] NEPM is a model that has continually delivered successful Magnet[®] designation by the American Nurses Credentialing Center[®] (ANCC[®]) to clients for over a decade. The HealthLinx[®] NEPM model is a prescriptive process that manages and provides critical resources to accomplish the recommendations made throughout the NEAP Report. Adherence to the HealthLinx[®] NEPM has proven to lead to successful designation.

For clients that completely adhere to the HealthLinx[®] NEPM plan and process, HealthLinx provides the Successful Designation Guarantee (“Guarantee”).

In the event the initiatives undertaken during the NEPM do not result in Facility successful designation as a Magnet[®] facility, HealthLinx[®] will remit to facility payment of twenty-five thousand \$25,000 thirty (30) days after the termination of this Agreement.

2. Eligibility

To be eligible for the Guarantee, Facility must:

- Select the HealthLinx[®] recommended date of submission which will be no less than 12 months from NEPM project launch.
- Engage all components of the HealthLinx[®] NEPM process as outlined in the Report which will include the following:
 - Assessment,
 - NEPM Launch,
 - Performance Improvement Plan – Action Plan,
 - NEAP,
 - SOE Alignment,
 - Recommended number of Writer’s Intensive(s),
 - Content Editing,
 - Copy Editing,
 - Bi-monthly Project Management Conference,
 - Recommended number of Plan for Excellence Reports and ULSOs,
 - Quarterly Performance Improvement meetings between CNO and HealthLinx[®] Outcomes Improvement Team, and
 - Site Visit Prep.
- Provide all requested data for production of the Quarterly Unit Level Summary of Outcomes.
- Additionally, if Additional Documents are requested by the ANCC[®], HealthLinx[®] will be retained to provide Additional Documentation Consulting and the Project Manager will assist in the final upload to the ANCC[®].

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3. Conditions

The following acts or omissions by Facility will void the Guarantee:

- Failure to address any critical threats as identified by HealthLinx[®] and communicated to Facility. The following is an incomplete list of possible critical threats:
 - Failure to resolve a key underperformance that was identified in the Report and the NEAP (i.e., lack of nursing research),
 - Failure to resolve a key underperformance or critical gap discovered after the NEAP (i.e., underperformance of an RN Satisfaction Survey), and/or
 - Inability to complete Sources of Evidence (SOE) for document submission.
- Unilateral changes to the mutually agreed upon deliverables.
- Deviation from the NEPM process and is notified in any way by HealthLinx[®] of the deviation.
- Failure to begin and/or operationalize HealthLinx[®] recommendations (i.e., at a Quarterly Plan for Excellence Reports).
- Failure to meet the Payment Terms and due dates.
- Failure to provide requested performance data during NEPM project.
- Failure to schedule and complete Quarterly Performance Improvement meetings with HealthLinx[®].

Notice of an above event voiding Guarantee can be given by email.

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Exhibit E

Financial Benefit Guarantee (“FBG”) for NEPMSM

In the event the initiatives undertaken during the NEPM do not result in Facility realizing a Financial Benefit equal to or greater than the sum of the cost of the NEPM, then HealthLinx[®] will refund the difference between the Financial Benefit and the sum of the NEPM thirty (30) days after the completion of this Agreement.

Further, and for calculation purposes, Financial Benefit will be determined utilizing the financial benefits shown in the Post-Submission Assessment & Report (“PSAR”).

To be eligible for the FBG, Facility must:

- Provide HealthLinx[®] with all requested measurable financial performance data.
- Have completed a NEAP.
- Executed the NEPM agreement.
- Included the following components of the NEAP in the final NEPM project:
 - Recommended Plans for Excellence (and reviewed quarterly).
 - Recommended Unit Level Summary of Outcomes.

The following acts or omissions by Facility will void the Financial Benefit Guarantee:

- Changes to the recommended plan in the NEAP.
- Failure of CNO to attend quarterly reviews of ULSOs and Plans for Excellence meetings.
- Facility’s refusal or inability to remove noted obstacles to Financial Benefits.
- Deviation from the process and is notified in any way by HealthLinx[®] of the deviation.
- Failure to begin and/or operationalize HealthLinx[®] recommendations.
- Failure to provide required data by the specified due dates each quarter.
- Failure to meet the Payment Terms and due dates.
- Failure to provide baseline data within 10 business days after the start of the project,
- Providing inadequate or conflicting data for the Quarterly Performance Improvement Reporting.
- Failure to provide necessary data supporting deliverables producing Financial Benefit by the 30th of the month after Magnet[®] Document Submission for the Post-Submission Assessment & Report.

The following facilities are not eligible for the FBG: i) Critical Access, ii) Hospitals with fewer than 25 beds, iii) Children’s Hospitals, and iv) Long-Term Acute Care Hospitals.

Additionally, in order to be eligible for the FBG, Facility must launch the NEPM at least 30 months prior to Submission.

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Exhibit F

Post-Submission Assessment & Report (“PSAR”)

The PSAR summarizes and illustrates the cultural, performance and financial improvements accomplished by HealthLinx® and Facility during their Nursing Excellence Journey. It is delivered by the HealthLinx® Team to the Facility’s Executive Team after Submission and before Designation.

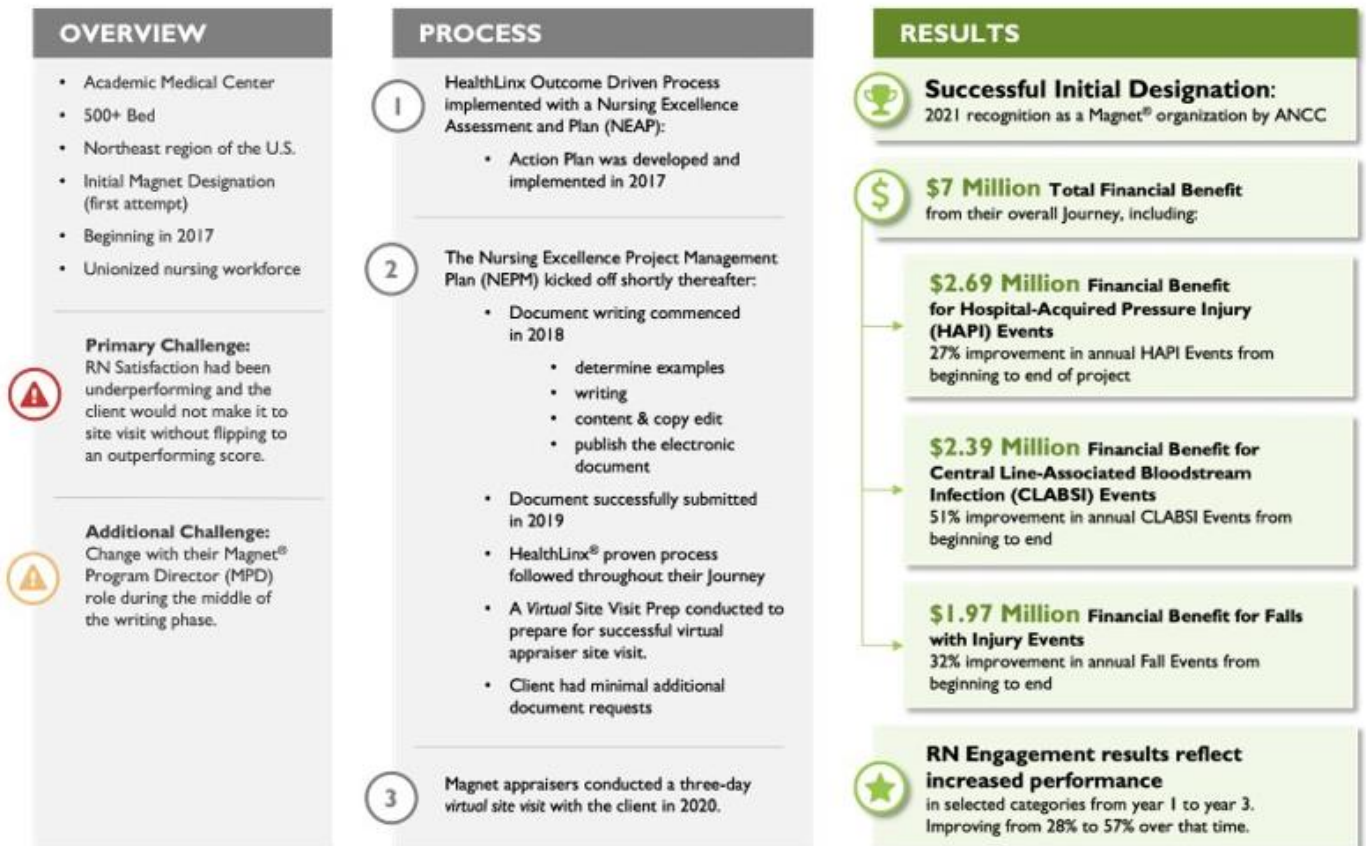


Exhibit G TRAVEL REIMBURSEMENT POLICY

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel/traveler. **Facility assumes no obligation to reimburse travelers for expenses that are not pre-approved by Facility's representative or their designee which are not in compliance with this Travel Policy.**

Transportation:

- Domestic Airlines (Coach Ticket); one (1) checked bag fee. 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 \$65 per day. This includes a 20% tip.

Lodging: Lodging will either be booked by Hospital or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night excluding taxes and fees (Monday to Thursday) and not to exceed \$225 per night excluding taxes and fees (Friday to Sunday).

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller, and must have full insurance coverage through the rental car company (traveler's personal insurance is not permitted). Facility will reimburse up to \$125 per day. Return re-fuel cap of \$50 per vehicle.

Uber/Lyft/Taxi Vehicles: When available, the use of shuttle service is required. Otherwise, Uber/Lyft/Taxi or equivalent ride sharing option can be used. Facility will reimburse up to \$125 per day.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the **original itemized receipts** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Invoice
 - o With Purchase Order number
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal (must provide itemized receipts)
- Airline receipt
- Car rental receipt (identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas 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 (Facility will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Baggage fees exceeding one (1) checked bag; overweight charges
- Upgrades for flights (e.g., seat, Pre-Check, priority boarding), transportation, lodging, or vehicles/rentals (e.g., Premium/Luxury rides)
- Alcohol
- Room service
- In-room movie rentals

- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Rental vehicle expenses incurred over and above normal charges (e.g., unauthorized drop-off fees, rental dates not identified as official business dates)
- Mileage
- Travel time

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: N/A						
Corporate/Business Entity Name:		HealthLinx, Inc.				
(Include d.b.a., if applicable)						
Street Address:		PO Box 163425		Website: www.healthlinx.com		
City, State and Zip Code:		Columbus, OH 43216		POC Name: Cassie Wang Email: cwang@healthlinx.com		
Telephone No:		614-542-3311		Fax No: N/A		
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)
Matt Berry	CEO	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.

Matt Berry Signature CEO Title	Matt Berry Print Name 6/12/23 Date
--	--

DISCLOSURE OF RELATIONSHIP

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

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

Matt Berry

Signature

Matt Berry

Print Name

Authorized Department Representative

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

Issue: Letter of Agreement with Hometown Health	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 Letter of Agreement with Hometown Health for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Effective March 1, 2023
Amount: Revenue based on volume
Out Clause: 120 business days w/o cause

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

BACKGROUND:

This request is to enter into a Letter of Agreement (“LOA”) with Hometown Health (“Hometown”) to establish reimbursement rates for orthopedic and anesthesia services provided to Hometown members effective March 1, 2023 and includes an annual inflator beginning March 1, 2024. The rates will remain in effect until the existing Agreement is amended to add said services.

UMC’s Director of Managed Care has reviewed and recommends approval of this LOA. This LOA 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 June 21, 2023 meeting and recommended for approval by the Governing Board.

Cleared for Agenda
June 28, 2023

Agenda Item #

7

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☒ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Hometown Health Providers Insurance Company, Inc. Hometown Health Plan, Inc.				
(Include d.b.a., if applicable)		OneHealth				
Street Address:		10315 Professional Cir.		Website: Hometownhealth.com		
City, State and Zip Code:		Reno, NV 89512		POC Name: Danae Lear Email: Dlear@hometownhealth.com		
Telephone No:		775-982-3008		Fax No: 775-982-3751		
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)

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

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

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

DocuSigned by:

David Hansen

Signature

David Hansen

Print Name

8/17/2021 | 18:32 PDT

Date

CEO Hometown Health

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

Hometown Health

2/27/2023

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

Attn: Contact Name: Rose Coker
Email Address: rose.coker@umcsn.com
Phone Number: 702-383-3982

This Letter of Agreement will cover the following:

1. Hometown Health will reimburse University Medical Center of the 1st Quarter Current Year Medicare Physician fee schedule for Specialty services, per ASA unit for Anesthesia services, and per visit for Primary Care Services. Primary Care Services will have an inflator of applied annually beginning March 1, 2024. Claims shall be processed in accordance with Hometown Health's payment policy edit guidelines. Hometown Health allows 365 days from the date of service to submit a claim for payment. If billed charges are less than the amount stated herein, reimbursement will be made at billed charges. Applicable member copayments, deductibles and/or coinsurance shall be deducted from the amount Hometown Health reimburses.
2. Hometown Health shall process the claim within thirty (30) days of receipt of a clean claim.
3. University Medical Center agrees to look only to Hometown Health for compensation for the medically necessary prior authorized covered services except for applicable copayment, co-insurance, deductible charges, and/or disallowed charges and agrees to hold harmless the insured from responsibility for payment of any balance between University Medical Center and the agreed upon contracted amount stated in item #1.
4. This Agreement is effective March, 1, 2023 and will remain in effect until the existing contract is amended to add Orthopedic and Anesthesia services. This agreement is contingent on Member's certificate of coverage remaining effective with Hometown Health at the time services are rendered.
5. This Agreement supersedes all prior agreements between the parties relating to the rates in item 1, including the letter of agreement signed by the parties dated December 29, 2022, which is hereby terminated.

Page 80 of 250

DocuSigned by:



Hometown Health

University Medical Center
Tax Identification #88-6000436

6/7/2023 | 16:50 PDT

Date

Date

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

Issue:	Eighth Amendment to Memorandum of Understanding with Intermountain IPA, 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 Eighth Amendment to Memorandum of Understanding with Intermountain IPA, LLC for Managed Care 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: 3000850000	Funded Pgm/Grant: N/A
Description: Managed Care Services	
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance	
Term: Amendment 8 – extend for three (3) years from 6/1/2023 to 5/31/2026	
Amount: Amendment 8 – revenue based on volume	
Out Clause: 180 days w/o cause except between the months of September and February	

BACKGROUND:

Since June 2009, UMC has had an agreement with Intermountain IPA, LLC (previously called HCP IPA Nevada, LLC, DaVita Medical IPA Nevada, LLC d/b/a JSA P5 Nevada, LLC, and d/b/a HealthCare Partners of Nevada) (“Intermountain”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities.

On June 19, 2012, the Board of Hospital Trustees approved a new Memorandum of Understanding (“MOU”) with Intermountain for the same services to include but is not limited to medical, diagnostic and surgical services for the treatment of Intermountain Medicare Advantage members. The term was from June 1, 2012 through May 31, 2015. The following amendments have been entered into by the parties: a) Second Amendment, effective June 1, 2015, extended the term through May 31, 2018 and updated Exhibit A-1 (Fee Schedule); b) Third Amendment, effective July 13, 2017, changed the business name and updated Exhibit A-1 (Fee Schedule); c) Fourth Amendment, effective June 1, 2018, extended the term through May 31, 2020 and updated Exhibit A-1 (Fee Schedule); d) Fifth Amendment, effective June 1, 2020, changed the business name, extended the term through May 31, 2023 and updated Exhibits A-1 (Fee Schedule) and C (Medicare Advantage HMO Plans); e) Sixth Amendment, effective March 1, 2021, updated Exhibit C (Medicare Advantage HMO Plans); and f) Seventh Amendment, effective January 1, 2022, updated Exhibit C with Exhibit C plans.

Cleared for Agenda
June 28, 2023

Agenda Item #

8

This Eighth Amendment requests to update the business name to Intermountain IPA, LLC, extend the term for three (3) years from June 1, 2023 through May 31, 2026, and update rates for the extension period.

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 21, 2023 meeting and recommended for approval by the Governing Board.

**EIGHTH AMENDMENT TO
The Memorandum of Understanding Between
HCP IPA Nevada, LLC
University Medical Center of Southern Nevada**

THIS EIGHTH AMENDMENT ("Amendment"), dated and effective June 1, 2023, is entered into by and between University Medical Center of Southern Nevada, (hereinafter referred to as "Hospital") and HCP IPA Nevada, LLC (hereinafter referred to as "Company").

WHEREAS, the parties have previously executed a Memorandum of Understanding (the "MOU") effective June 1, 2012, amended on June 1, 2015 to extend the term period and adjust the contract rates; amended on July 13, 2017 to do a Name Change and adjust the Per Diem Exclusions section; and amended on June 1, 2018 to extend the term period and adjust the contract rates; amended on June 1, 2020 to do a Name Change, adjust contract rates, and modify Exhibit C; amended on February 1, 2021 to delete Exhibit C and replace with Exhibit C Plans; and amended on January 1, 2022 to delete Exhibit C and replace with Exhibit C Plans; and

WHEREAS, the parties desire to further amend the MOU to do a Name Change, extend the term period and modify Exhibit A-1.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the MOU, the parties agree to amend the MOU as follows:

1. **Name Change:** Any reference to "HCP IPA Nevada, LLC" shall be changed to "Intermountain IPA, LLC", and any reference to "Company" shall continue to mean Company.
2. **Extend Section 5 Term** for three (3) years effective June 1, 2023 and ending May 31, 2026 at 11:59 p.m.
3. **Delete Exhibit A-1** dated June 1, 2020 – May 31, 2023 in its entirety and replace it with Exhibit A-1 dated June 1, 2023 – May 31, 2026 attached hereto.

The parties ratify and affirm the MOU and agree that it is in full force and effect as amended herein. In case of conflict between the terms of the MOU and the terms of this Amendment, the terms of this Amendment will control.

IN WITNESS WHEREOF, the parties have the authority necessary to bind the entities identified herein and have executed this Amendment to be effective as of the Effective Date.

HOSPITAL:

By: _____

Name: Mason VanHouweling

Title: Chief Executive Officer

Date: _____

COMPANY

Justin

By: Bollenback

Justin Bollenback
cc=Justin Bollenback, o=Intermountain
Health, ou=Desert Region VP of Finance,
email=justin.bollenback@imail.org, c=US
2023.06.01 16:56:30 -0700

Name: _____

Title: _____

Date: _____

Page 83 of 250

EXHIBIT A-1
Intermountain IPA –Fee Schedule - CONFIDENTIAL INFORMATION

[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.

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

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), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

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.

Nevada Business Enterprise (NBE):

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

Large Business Enterprise (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

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.

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

List of Owners – 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, list all Corporate Officers and members of the Board of Directors only.

For All Contracts –

- 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 3 for definition). If YES, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☒ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other
Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:		Intermountain IPA, LLC			
(Include d.b.a., if applicable)					
Business Address:		6355 S. Buffalo Drive, Third Floor		Las Vegas, NV 89113	
Business Telephone:		702-318-2400		Email: https://intermountainnv.org/contact-us/	
Business Fax:					
Local Business Address		6355 S. Buffalo Drive, Third Floor		Las Vegas, NV 89113	
Local Business Telephone:		702-318-2400		Email: https://intermountainnv.org/contact-us/	
Local Business Fax:					

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

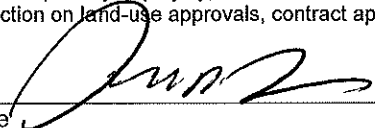
"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
Paul Krakovitz, MD	President, Secretary	None (officer only)
Justin Bollenback	Vice President, Chief Financial Officer	None (officer only)
Cara Camiolo, MD	Chief Medical Officer	None (officer only)

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County 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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature 
 Title VP, Contracting + MSO

Print Name John D. Lach
 Date 4/4/23

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

"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)

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

Issue:	Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Six to Primary Care Provider Group Services Agreement with Optum Health Networks, Inc. for Managed Care Services; or take action as deemed appropriate. (For possible action)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendments 6 – same Term
Amount: Revenue based on volume
Out Clause: 60 days w/o cause

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

BACKGROUND:

On April 26, 2018, UMC entered into a Primary Care Physician Participation Agreement (“Agreement”) with LifePrint Health, Inc. d/b/a OptumCare to provide its Medicare Advantage Plan members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The initial Agreement term is from April 1, 2018 through March 31, 2020 unless terminated with a 60-day written notice to the other. Amendment One, effective April 1, 2020, extended the term for three (3) years through March 31, 2023 and updated the reimbursement schedules. Amendments Two and Three, effective January 1, 2020, updated the reimbursement schedules. Amendment Four, effective January 1, 2022, updated the reimbursement schedules. Amendment Five, effective April 1, 2023, extended the term for two (2) years through March 31, 2025, and updated the business name to Optum Health Networks, Inc.

This Amendment Six requests to add the Provider Group Performance Incentive Program to the Agreement which includes certain quality performance measures, and revise the Exhibit C Compensation schedule in the Agreement. All other terms and conditions in the Agreement are unchanged.

Cleared for Agenda
June 28, 2023

Agenda Item #

9

UMC's Director of Managed Care has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 21, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT SIX TO THE
PRIMARY CARE PROVIDER
GROUP SERVICES AGREEMENT**

This Amendment Six to the Primary Care Provider Group Services Agreement (the "**Amendment**") is made and entered into, to be effective as of January 1, 2023, by and between **Optum Health Networks, Inc. (f/k/a LifePrint Health, Inc.)** ("OptumCare") and **University Medical Center of Southern Nevada** (collectively referred to herein as the "**Parties**"). All capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement (defined below).

RECITALS

WHEREAS, the Parties entered into that certain Primary Care Provider Group Services Agreement, dated April 1, 2018, whereby Provider Group agreed to provide Primary Care Services to OptumCare Members, who have selected or been assigned to OptumCare to receive certain Covered Services (the "Agreement"); and

WHEREAS the Parties wish to amend the Agreement to the extent and as provided in this Amendment as follows:

1. Provider Group is eligible to participate in any plan where the Provider Group has a minimum of 50 patients impaneled to them for the calendar year.
2. OptumCare recognizes the time and effort that may be required of Provider Group to participate in the OptumCare Performance Incentive Program. OptumCare will provide compensation to Provider Group for the positive results of this time and effort, provided Provider Group achieves the quality and performance objectives as outlined and described in Primary Care Provider Group Services Agreement, Exhibit H – Provider Group Performance Incentive Program.
3. The Provider Group Performance Incentive Program, attached to this Amendment as Exhibit H, is made part of the Agreement, and is incorporated into the Agreement in its entirety, which may be updated annually by OptumCare. All other provisions of the Agreement as amended will remain in full force and effect. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment. This Amendment may be executed in counterparts and sent via .pdf or facsimile.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the Parties hereto have agreed and do hereby agree as follows:

1. Primary Care Provider Group Services Agreement shall be amended to include the attached **Exhibit H, Provider Group Performance Incentive Programs** and is made part of the Agreement and is incorporated into the Agreement in its entirety.
2. **Exhibit C Compensation** shall be amended to include the following:

Section VIII, OPTUM EMBEDDED PRACTITIONER PROGRAM (OEPP)

- 
- a) The Optum Embedded Practitioner Program is comprised of the completion of a face to face AHA on a Provider Group Member performed by an OptumCare provider, embedded in a Provider Group office.
- b) Participation in the OEPP, requires the Provider Group to support, and promote OptumCare's efforts to complete an AHA on Provider Group Members. Provider Group agrees that support and promotion of the OEPP include but are not limited to the following: making space available (exam room) of adequate size, condition and environment for the performance of the AHA; scheduling appointments for Provider Group Members to have an AHA performed; communicating to OptumCare any AHA scheduling additions, cancelations, or changes in a timely fashion and in a manner prescribed by OptumCare; making Provider Group Member medical records available for review prior to a scheduled AHA visit in a mutually agreed upon manner and timeframe; and provide administrative support for ordering follow-up laboratory tests and other diagnostic testing for Provider Group Members post AHA as recommended by OptumCare.
- c) Only those AHA visits completed by an OptumCare Provider in a Provider Group office will be eligible for Provider Group reimbursement. OptumCare will provide an updated list of members who are eligible for an OEPP visit at least monthly. OptumCare reserves the right to provide an OEPP Eligible Member List to Provider Group on a more frequent basis. Provider Group agrees to use the most recent OEPP Eligible Member List delivered when scheduling OEPP visits. Not all empaneled members will be eligible for an AHA Provider Group OEPP visit.
- d) The OEPP AHA reimbursement may be paid up to a maximum of one time annually for each Provider Group Member.
- e) The rate of reimbursement shall be \$250 per completed visit.
- f) For every OEPP AHA completed, OptumCare will pay Provider Group the EPP Annual Health Assessment Reimbursement up to the frequency limits stated in section 6.4 of this Exhibit H. Provider Group may receive payment for only one AHA per Provider Group Member. Please note that the composition of Provider Group Membership may change from time-to-time as Members may change primary care providers throughout the Measurement Reporting Period and may occur before or after the completion of an EPP AHA. Provider Group will only be paid for an EPP AHA performed while the Member was a Provider Group Member.
3. **Enforceability.** Except as amended hereby, the Agreement shall remain in full force and effect in accordance with its original terms and conditions, as previously amended.
4. **Miscellaneous.** This amendment shall be interpreted, and the rights of the Parties determined in accordance with the laws of the state of Nevada. The provisions hereof shall inure to the benefit of and be binding upon the Parties to the Agreement and their respective successors and assigns. This Amendment constitutes the full and entire understanding between the Parties

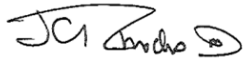


to the Agreement with regard to the subject matter hereof and supersedes any prior or contemporaneous, written, or oral agreements or discussions between the Parties regarding such subject matter. This Amendment may only be modified by a written instrument executed by OptumCare and Provider. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment effective as of the date set forth above.

"OPTUMCARE"
Optum Health Networks, Inc.

PROVIDER
UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: 
Signature
John C. Rhodes, MD
Print Name
President & CEO, Optum - Nevada
Title
6/13/2023
Date

By: _____
Signature

Print Name

Title

Date

Address

City, State Zip Code
88-6000436
Tax I.D. Number

EXHIBIT H

2023 PROVIDER GROUP PERFORMANCE INCENTIVE PROGRAM

The Provider Group Performance Incentive Program (hereinafter referred to as the “IP”) supplements the Agreement and is effective on the Effective Date of the Amendment, that made it part of the Agreement. Capitalized terms used but not defined in this Exhibit H have the meanings assigned to them in the Agreement.

Under the provisions of the Incentive Program (IP), Provider Group may be eligible to receive a performance incentive as described in this Exhibit H.

SECTION 1 Definitions

Throughout this Exhibit the following definitions, tables and/or exhibits apply:

CAHPS: Consumer Assessment of Healthcare Providers & Systems surveys ask patients (or in some cases their families) about their experiences with, and ratings of, their health care providers and plans, including hospitals, home health care agencies, doctors, and health and drug plans, among others.

Diagnosis Attestation: A form generated by OptumCare and made available to Provider Group listing a Member’s historical and suspected diagnoses and conditions to be evaluated and documented by the Provider Group via a face-to-face Member visit.

Diagnosis Documentation Performance Measure: A measure based on a review of the medical record documentation submitted by the Provider Group to validate the diagnosis codes listed on the Diagnosis Attestation returned to OptumCare by the Provider Group.

Date Printed: Is the date stamp that appears on the Diagnosis Attestation and is the date when the Diagnosis Attestation was printed by Provider Group.

Diagnosis Attestation Evaluation Status: Is the status assigned to a Diagnosis Attestation after it has been returned/submitted by Provider Group to OptumCare per the instructions on the Diagnosis Attestation and after an evaluation performed by OptumCare of the Diagnosis Attestation and the accompanying medical record documentation. The Diagnosis Attestation Evaluation Status’ assigned by OptumCare are “complete” or “incomplete”.

Reasons for a Diagnosis Attestation being assigned a Diagnosis Attestation Evaluation Status of “incomplete” often relate to absent or missing components of the medical record documentation (records not attached, or missing pages) as well as missing or unacceptable physician or other qualified practitioner signature and credentials. Signatures may be handwritten or electronic. Signature stamps are allowed only where recognized under state law and must comply with the state’s signature stamp regulations. Provider credentials must be on the medical record, either appended to the signature or on Provider Group stationery.

Diagnosis Attestation Submission Date: Is the date stamp assigned to the Diagnosis Attestation when it is returned/submitted by Provider Group to OptumCare per the instructions on the Diagnosis Attestation.

Date(s) Of Service (DOS): DOS shall be the date of the Member’s visit as listed in the medical

EXHIBIT H (continued)

record documentation accompanying the Diagnosis Attestation returned/submitted by the Provider Group to OptumCare.

Diagnosis Code: Is a diagnosis code assignment based on the coding and sequencing instructions of the International Classification of Diseases, 9th Revision, Clinical Modification (ICD-9-CM) and the International Classification of Diseases, 10th Revision, Clinical Modification (ICD-10-CM) and in compliance with applicable laws, rules and regulations and professionally recognized coding guidelines, including, those standards established pursuant to the Coding Clinic for the ICD-9-CM and ICD-10-CM approved by the American Hospital Association (AHA), the American Health Information Management Association (AHIMA), the Centers for Medicare and Medicaid Services (CMS), and the National Center for Health Statistics (NCHS).

Diagnosis Code Status: The following Diagnosis Code Status will be utilized by OptumCare in evaluating the diagnoses contained in the medical record documentation accompanying the Diagnosis Attestation submitted by the Provider Group to OptumCare. The Diagnosis Code Status' and their associated meanings and resulting actions are described below:

Confirmed – The diagnosis is valid and meets CMS requirements; “Agree” may be checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis had adequate and valid support in the medical record; the diagnosis is considered addressed/covered by the Provider Group.

Disagree – Provider Group disagrees that the diagnosis exists or is valid for the Member; “Disagree” is checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis is considered addressed/covered by the Provider Group.

Insufficient – The Provider Group has attempted to address the diagnosis but the documentation to support the diagnosis is insufficient and will not meet CMS standards; the diagnosis is held over for further review by the Provider Group.

Not-Validated – The diagnosis was confirmed incorrectly in a prior review; the diagnosis is considered addressed/covered.

Pended – A potential new diagnosis was found in the medical record and not yet addressed by the Provider Group (radiology report, specialist report, problem list, medication list, etc.); the diagnosis is held over for further review by the Provider Group (suspect conditions).

Resolved – The diagnosis is not applicable for the Member anymore; “Resolved” is checked on the Diagnosis Attestation submitted by the Provider Group to OptumCare; the diagnosis is considered addressed/covered by the Provider Group for the Measurement Reporting Period.

Void – The diagnosis is invalid and does not meet CMS requirements; the diagnosis had inadequate support in the medical record; the diagnosis is considered addressed/covered.

Focus On Care Form (FOC): A form generated by OptumCare and made available to Provider Group listing a Member's indicated screening tests appropriate for the Member based on the Member's age and/or documented medical conditions.

EXHIBIT H (continued)

Focus On Care Form Submission Date: Is the date stamp assigned to the Focus On Care Form when it is returned/submitted by Provider Group to OptumCare per the instructions on the Focus On Care Form.

HEDIS: Is the Healthcare Effectiveness Data and Information Set. HEDIS® is a registered trademark of the National Committee for Quality Assurance.

IP: Incentive Program.

Measurement Reporting Period: Is a period of time expressed in contiguous whole calendar months. The number of months may range from one to twelve calendar months. The initial Measurement Reporting Period begin date shall be from the first day of the first month that is equal to or greater than the Effective Date of the Amendment that made this Exhibit H part of the Agreement, through the corresponding end dates designated in Table 1 – Measurement Reporting Periods and Incentive Payment Dates.

Provider Group Member: Is a Member who has been attributed (selected or been assigned) to a Provider Group practitioner.

Provider Group Membership: Is the number of Provider Group Members who are attributed to Provider Group at any specified point in time.

Provider Group Member Month: Is equal to one Member enrolled with OptumCare and who is also a Provider Group Member for a period of one calendar month. Likewise, two Provider Group Member Months are equal to one Member enrolled with OptumCare and who is also a Provider Group Member for two calendar months; or two Members enrolled with OptumCare and who are also Provider Group Members for one calendar month, and so on.

Member Month values may not necessarily be a whole number. Member Month calculations for Members with an effective date of enrollment with OptumCare after the first day of a calendar month, or who are attributed to Provider Group with an effective date after the first day of a calendar month, may have a fractional component for the purposes of the IP, throughout this Exhibit H.

Provider Group Member Attribution Factor: Is equal to the ratio of the number of Provider Group Member Months for a given Member to the number of Member Months for the same Member within the specified Measurement Reporting Period. The Provider Group Member Attribution Factor value may range from zero to one.

Member: Is a person eligible and enrolled to receive coverage from a Health Plan for Covered Services under a Benefit Plan offered by a Health Plan contracted with OptumCare.

Member Month: Is equal to one Member enrolled with OptumCare for a period of one calendar month. Two Member Months are equal to one Member enrolled with OptumCare for two calendar months; or two Members enrolled with OptumCare for one calendar month, and so on.

Member Month values may not necessarily be a whole number. Member Month calculations for Members with an effective date of enrollment with OptumCare after the first day of a calendar month may have a fractional component for the purposes of the IP, throughout this Exhibit H.

EXHIBIT H (continued)

Performance Measure: A metric upon which Provider Group's performance will be measured.

Performance Score: The Provider Group's score for the defined Measurement Reporting Period, based on actual performance for any given Performance Measure.

PMPM: Per Member Per Month.

PMPQ: Per Member Per Quarter.

PMPY: Per Member Per Year.

Quality Performance Measure: A set of measures selected from HEDIS.

Screening Performance Measure: A measure based on applicable claims, encounters, laboratory data and a review of the medical record documentation submitted by the Provider Group to sufficiently and accurately record the results of the indicated and appropriate screening tests (i.e. peripheral vascular flow screening, peripheral neuropathy screening, spirometry, etc.) performed by the Provider Group and documented on, or accompanying the Focus On Care forms returned/submitted by Provider Group to OptumCare.

Table 1 – Quality Performance Measure Reporting Periods

IP Periods	Measurement Reporting Period Begin and End Dates*	Percentage of annualized amount otherwise due Provider Group for Quality Performance Measure Incentive Payment
Period 1	January 1, 2023, to March 31, 2023	
Period 2	January 1, 2023, to June 30, 2023	
Period 3	January 1, 2023, to September 30, 2023	
Period 4 (Final)	January 1, 2023, to December 31, 2023	

* The initial Measurement Reporting Period (begin date) shall be from the first day of the first month that is equal to or greater than the Effective Date of the Amendment, to which this Exhibit H is included, through the corresponding end dates designated in Table 1 above.

SECTION 2

IP Performance Measures Overview and Description

The IP is intended to improve Provider Group performance in 1) achieving compliance in closing specified quality gaps in care, 2) the completion of indicated health screenings as appropriate and 3) the adequacy and specificity of diagnosis coding documentation for Provider Group Members. The IP addresses the components of quality, screenings, and diagnosis documentation in distinct and different ways, each with their own provisions and incentive payment structure.

The Quality Performance Measure utilized in the IP are selected from HEDIS, CAHPS, HOS and other measures as determined by OptumCare. The data collection, calculations, and reporting

EXHIBIT H (continued)

for the HEDIS measures selected for use in the IP will be performed in accordance with the

“HEDIS Technical Specifications for Health Plans” in force for the Measurement Reporting Periods covered by the IP. A listing of the Quality Performance Measures used in the IP, as well as a detailed description of the Quality Performance Measures calculation and evaluation, is found in Section 3, Section 4, and Section 8 of this Exhibit H.

The Screening Performance Measure utilized in the IP is based on the Focus On Care Form. A Focus On Care Form is generated and available for every Provider Group Member. Please note, not every Provider Group Member will have screening opportunities identified on the Focus On Care Form, some or perhaps even all may be blank. The total number of Focus On Care Forms received and evaluated by OptumCare as having adequate supporting documentation to substantiate the results of the screening tests, as well as any associated diagnoses, will be tabulated and used to calculate the Screening Performance Measure incentive payment amount. A detailed description of the Screening Performance Measure calculation and evaluation used in IP is found in Section 5 of this Exhibit H.

The Provider Group Attestation Program (hereinafter referred to as "PGAP") is based on the Diagnosis Attestation. Please note, not every Provider Group Member will have diagnosis evaluation opportunities identified on the Diagnosis Attestation. This may be especially true in the later IP Measurement Reporting Periods. The number of Diagnosis Attestations received and evaluated by OptumCare as having adequate supporting documentation to substantiate the diagnosis determinations made by the Provider Group and will be tabulated and used to calculate the Diagnosis Documentation. The Diagnosis Documentation Performance Measure evaluation and calculation is found in Section 6 of this Exhibit H.

SECTION 3 **IP Quality Performance Measure**

3.1 Professional Roster. Both Parties agree OptumCare’s provider network management system (i.e., FACETS®) shall be the system of record for determining Provider Group’s practitioners.

3.2 Membership Attribution. Both Parties agree OptumCare’s member eligibility system (i.e., FACETS®) shall be the system of record for determining which Members have selected or been assigned to the Provider Group as well as the duration of said selection or assignment (i.e., begin date and end date of selection or assignment).

3.3 Quality Performance Measure Score. The Quality Performance Measure Score is based on the Performance Measures listed in Table 2 – Quality Performance Measures. The Quality Performance Measure Score is a combined aggregate score for all of the HEDIS measures listed in Table 2. A detailed description of each HEDIS Quality Measure can be located at www.ncqa.org.

The calculation of the Quality Performance Measure Score shall be as follows:

(Sum of all Quality Performance Measures accomplished for each Provider Group Member /
(Sum of all Quality Performance Measures opportunities for each Provider Group Member) *100
The Quality Performance Measure Score will be calculated out to two decimal places. For



EXHIBIT H (continued)

example, the Performance Score calculated from 239 measures accomplished out of 300 possible measure opportunities $((239/300) * 100)$ will be 79.67%, not 80%.

The IP are programs that run year to year with updates to measures performance, and payment amounts.

EXHIBIT H (continued)

Table 2 – Quality Performance Measure

YEAR Quality Incentive Measure Overview	
HEDIS Quality Performance Measure	Measure Description and Compliance Requirements
1. Breast cancer screening	Member is 50-74 during this calendar year. Document a mammogram and date of service. Date of service must be between October 1 two years prior to current year and Dec 31 of current year.
2. Colorectal cancer screening	Patient is 50-75 during this calendar year. Document a colorectal cancer screening: FOBT: 1 per year, Sigmoidoscopy every 4 years, colonoscopy every 9 years, or Cologuard every 3 years.
3. Eye Exam for Patients with Diabetes	The percentage of members 18–75 years of age with diabetes (types 1 and 2) who had a retinal eye exam.
4. Hemoglobin A1c Control for Patients with Diabetes	The percentage of members 18–75 years of age with diabetes (types 1 and 2) whose hemoglobin A1c (HbA1c) was at the following levels during the measurement year: • HbA1c control (<8.0%). • HbA1c poor control (>9.0%).
5. Kidney Health Evaluation for Patients with Diabetes	The percentage of members 18–85 years of age with diabetes (type 1 and type 2) who received a kidney health evaluation, defined by an estimated glomerular filtration rate (eGFR) and a urine albumin-creatinine ratio (uACR), during the measurement year.
6. Osteoporosis management in women	Member is indicated to have suffered a fracture. Document a BMD test, osteoporosis therapy, or dispensed prescription to treat osteoporosis within 180-day (6-month) period following the episode.
7. Statin Therapy for Patients with Cardiovascular Disease	The percentage of males 21–75 years of age and females 40–75 years of age during the measurement year, who were identified as having clinical atherosclerotic cardiovascular disease (ASCVD) and met the following criteria. The following rates are reported: 1. Received Statin Therapy. Members who were dispensed at least one high-intensity or moderate-intensity statin medication during the measurement year. 2. Statin Adherence 80%. Members who remained on a high-intensity or moderate-intensity statin medication for at least 80% of the treatment period.
8. Care of Older Adults Functional Status	Documented Functional Status Assessment (SNP members only)
9. Care of Older Adults Medication Review	Most recent combination of medication list AND evidence of medication review by a Prescribing Practitioner or Clinical Pharmacist on the same visit (SNP members only)
10. Care of Older Adults Pain Assessment	Documented Pain Assessment (SNP members only)

EXHIBIT H (continued)

3.4 HEDIS Quality Performance Measure PMPY Rate. The Quality Performance Measure Score for the Provider Group will be evaluated using Table 3 – Quality Performance Measure Incentive Rate Grid. The Provider Group's Performance Score will be compared to the lower and upper performance score percentage threshold values listed in Table 3 to determine the corresponding Quality Performance Measure PMPY Rate.

Table 3 – HEDIS Quality Performance Measure Incentive Rate Grid

HEDIS Quality Performance Measure score (percentage)	HEDIS Quality Performance Measure PMPY Rate
00.00% - 59.99%	
60.00% - 64.99%	
65.00% - 69.99%	
70.00% - 74.99%	
75.00% - 83.99%	
84.00% - 100.0%	

3.5 Quality Performance Measure Incentive Payment. A portion of the Quality Performance Measure Incentive Payment may be paid to Provider Group for each of the IP periods listed in Table 1. The payment will be based on the Provider Group's Quality Performance Measure Score evaluated after the period end date detailed in Table 1. The period Quality Performance Measure Score will be used to determine the corresponding Quality Performance Measure PMPY Rate as detailed in Table 3.

The number of Provider Group Members as of the period end date will be multiplied by the Quality Performance Measure PMPY Rate to calculate the annualized Quality Performance Measure Incentive Payment otherwise due Provider Group. This amount will be then be multiplied by the percentage of annualized amount otherwise due Provider Group for the period as detailed in Table 1, resulting in the prorated annualized amount otherwise due Provider Group.

The actual/realized Quality Performance Measure Incentive Payment due Provider Group for the period will be net of the amounts previously paid Provider Group in prior periods: (prorated annualized amount otherwise due Provider Group) **minus** (amount previously paid Provider Group in prior periods)).

Table 4 - IP Quality Performance Measure Incentive Payment Example, illustrates the Quality Performance Measure Incentive Payment methodology.

Table 4 - IP Quality Performance Measure Incentive Payment Example

A	B	C	D	E	F	G	H	I	J
IP Period	Number of Provider Group Members	Quality Performance Measure Score	Quality Performance Measure PMPY Rate	Annualized amount otherwise due Provider Group (B * D)	Percentage of annualized amount otherwise due Provider Group	Prorated annualized amount otherwise due Provider Group (E * F)	Amount previously paid Provider Group in prior periods	Actual/realized period payment amount (G – H)	Sum of total Quality Performance Measure Incentive Payments to Provider
1	300	65.62%			25%				
2	304	64.95%			50%				
3	302	73.20%			75%				
4	310	75.14%			100%				

EXHIBIT H (continued)

3.6 Reconciliation. Both Parties agree that if the prorated annualized amount otherwise due Provider Group during the IP period 4 (final) is less than the sum of the prior IP payments already paid to the Provider Group (during periods 1 – 3) that OptumCare shall recover the difference via deduction from other performance incentive payments due Provider Group under the IP in this Exhibit H or the Provider Group's subsequent monthly capitation payment.

SECTION 4 **Controlling High Blood Pressure**

4.1 Controlling High Blood Pressure Measure. The Controlling High Blood Pressure HEDIS Measure applies to the percentage of members 18-85 years of age who had a diagnosis of hypertension (HTN) and whose BP was adequately controlled (<140/90 mm Hg) during the measurement year.

Reimbursement for reporting CPT Category II codes 3074F, 3075F, 3078F, and 3079F (control) are eligible for a payment of () once per member, per calendar year. Reimbursement for reporting CPT Category II codes 3077F & 3080F (poor control) are eligible for a payment of dollars () four times per year, per member, on different dates of service.

Providers may report CPT Category II codes for any Optum Medicare Advantage member who appropriately meets the criteria for billing the CPT Category II codes. Eligible providers include primary care and licensed practitioners such as advanced practice nurses and physician assistants. Payment will be distributed to the Group TIN for the provider that billed the CPT Category II Codes, when applicable. Providers can retroactively bill for the CPT Category II codes that appropriately and accurately meet the criteria. Submission must include one systolic **and** one diastolic code to qualify for the incentive.

SECTION 5 **IP Screening Performance Measure**

5.1 IP Screening Performance Measure Score. The Screening Performance Measure Score is based on screening opportunities found on a Provider Group Member's Focus On Care Form and the corresponding measure weights for those measures listed in Table 5 – Screening Performance Measures. The Screening Performance Measure Score calculation will consider all applicable claims, encounters, laboratory data and the accompanying medical record documentation submitted along with the Focus On Care Form by the Provider Group to OptumCare for dates of service within the applicable Measurement Reporting Period. A Focus On Care form for a Provider Group Member must be returned/submitted to OptumCare in order for the Provider Group to be eligible to receive a Screening Performance Measure Incentive Payment for that given Provider Group Member.

The screening measures enumerated on the Focus On Care Form represent the screening opportunities available for each Provider Group Member. Each Provider Group Member may **not** have screening opportunities identified on the Focus On Care Form, some, or perhaps even all, may be blank. If a Focus On Care form for a given Provider Group Member is blank (does not have any screenings opportunities identified/listed) then the Provider Group is not eligible to receive a Screening Performance Measure incentive payment for that given Provider Group Member and the Screening Performance Measure Score will be deemed to be zero (0).

EXHIBIT H (continued)

The calculation of the Screening Performance Measure Score shall be as follows:

(Sum of all weights for Screening Performance Measures completed for each Provider Group

Member / Sum of all weights for Screening Performance Measures opportunities for each Provider Group Member) * 100

The Screening Performance Measure Score will be calculated out to two decimal places. For example, if for a given Provider Group Member, the Performance Score calculated from a sum of the weights for Screening Measures completed is 45 and the sum of the weights for the Screening Measures opportunities is 65, then the Screening Performance Score will be 69.23% ((45/65)*100) not 70%.

Table 5 - Screening Performance Measures

Measure	Measure Description	Measure Weight
Diabetes Screening	Perform diabetes screening of HbA1c lab test in the current calendar year.	10
BMI Screening	Obtain and document BMI during the current calendar year.	5
Smoking History Screening	This Member does not have a smoking status reported in the last 24 months; please ask the Member about smoking status and/or second-hand smoke exposure and if positive please consider an office-based spirometry test for COPD (496).	5
Depression Screening	This Member does not have evidence of a PHQ Depression Survey in the current calendar year. Perform depression screening of PHQ-2. If PHQ-2 result is 2 or greater, perform a PHQ-9.	15
Dementia Screening	The Member has completed either a Mini-Cog, MMSE or SLUMS test annually	10
Vascular Screening	This Member is at risk for Atherosclerosis / PVD due to their age and medical history and has not completed a screen for Atherosclerosis / PVD in the past 24 months. Please order and perform an appropriate screen for Atherosclerosis / PVD.	15
Neuropathy Screening	Please perform a DPN or other appropriate test to screen for neuropathy.	10
CKD Primary Screening	The Member completes a GFR AND Serum Creatinine or a Urine MicroAlbumin/Creatinine Ratio (UMA/Cr) or Albumin Creatinine Ratio (ACR) during the current calendar year.	10
Parathyroid Screening	Perform secondary PTH Screening test.	5
CKD Secondary Screening	Perform a follow up CKD Screening test if initial labs show: • GFR/eGFR is normal and UMA/Cr or ACR abnormal, repeat UMA/Cr or ACR after 90 days of abnormal lab. • GFR/eGFR is abnormal and UMA/Cr or ACR normal, repeat GFR after 90 days of abnormal lab. • GFR/eGFR is abnormal and UMA/Cr or ACR abnormal, repeat both tests after 90 days of abnormal labs. NOTE: a test performed prior to 90-day testing window will not be considered.	10
Thrombocytopenia Screening	Perform a CBC secondary screening test.	5

EXHIBIT H (continued)

5.2 Screening Performance Measure Score Threshold. Is the percentage that the Screening Performance Measure Score for a given Provider Group Member must equal or exceed in order for the Provider Group to receive a Screening Performance Measure incentive payment. The Screening Performance Measure Score Threshold shall be seventy percent (70.00%).

5.3 Screening Performance Measure Incentive Payment Frequency: The Screening Performance Measure Incentive Payment may be paid up to a maximum of one (1) time annually for Provider Group Members.

5.4 Screening Performance Measure PMPY Rate. Is the amount of reimbursement that the Provider Group may earn PMPY for every Provider Group Member whose Screening Performance Measure Score exceeds the Screening Performance Measure Score Threshold and for whom OptumCare has received a Focus On Care form from the Provider Group. The Screening Performance Measure PMPY Rate shall be _____ dollars (_____).

5.5 Screening Performance Measure Incentive Payment: The following conditions must be satisfied in order for Provider Group to receive a Screening Performance Measure Incentive Payment for a Focus On Care Form returned/submitted along with supporting clinical documentation by Provider Group to OptumCare: 1) Focus On Care Form Submission Date must fall anytime within the calendar year; and 2) the requirements and conditions described in Sections 5.2 and 5.3 of this Exhibit H must be satisfied.

OptumCare will pay Provider Group the Screening Performance Measure Incentive Payment Rate up to the frequency limits stated in section 5.3 of this Exhibit H for every Focus On Care Form that meets the conditions cited above.

The Screening Performance Measure Incentive Payment will be made upon review of accuracy, meeting the 70% threshold, and being deemed complete by OptumCare.

SECTION 6

Provider Group Attestation Program (PGAP)

6.1 Diagnosis Documentation Performance Measure Score: The Diagnosis Documentation Performance Measure utilized in the IP is dependent upon the Diagnosis Attestation. A Diagnosis Attestation form must be returned/submitted by Provider Group to OptumCare for a given Provider Group Member in order for the Provider Group to be eligible to receive a Diagnosis Documentation Performance Measure incentive payment for the given Provider Group Member.

A count of the various Diagnosis Code Statuses assigned by OptumCare in evaluating the diagnoses contained in the medical record documentation accompanying the Diagnosis Attestation submitted by the Provider Group to OptumCare is used in determining the Diagnosis Documentation Measure Score.

The calculation of the Diagnosis Documentation Measure Score shall be the sum of the counts of all diagnoses with Diagnosis Code Statuses as follows:

$$((\text{Confirmed} + \text{Disagree} + \text{Not-Validated} + \text{Resolved} + \text{Void}) / (\text{Confirmed} + \text{Disagree} + \text{Insufficient} + \text{Not-Validated} + \text{Resolved} + \text{Void})) * 100$$

EXHIBIT H (continued)

The results of this calculation will be rounded to two decimal places.

The Diagnosis Attestation must have a Date Printed that is less than or equal to sixty (60) days prior after to the DOS or no more than thirty (30) days *after* prior the DOS in order for the Provider Group to be eligible to receive a Diagnosis Documentation Performance Measure incentive payment for the given Provider Group Member. Diagnosis Attestations with a Date Printed that falls outside of the ranges mentioned above will not be considered eligible to receive a Diagnosis Documentation Performance Measure incentive payment and the Diagnosis Documentation Measure Score will be deemed to be zero (0).

Not every Provider Group Member will have diagnosis evaluation opportunities identified on the Diagnosis Attestation. Diagnosis Attestations returned/submitted by Provider Group to OptumCare without any diagnosis evaluation opportunities identified (Example ICD-9's Pending: 0) are not eligible for Diagnosis Documentation Performance Measure incentive payment and the Diagnosis Documentation Measure Score will be deemed to be zero (0).

6.2 Diagnosis Documentation Performance Measure Score Threshold: Is the percentage that the Diagnosis Documentation Performance Measure Score for a given Provider Group Member must equal or exceed in order for the Provider Group to receive a Diagnosis Documentation Performance Measure incentive payment. The Diagnosis Documentation Performance Measure Score Threshold shall be seventy percent (70.00%).

6.3 Diagnosis Documentation Performance Measure Incentive Payment Frequency: The Diagnosis Performance Measure Incentive Payment may be paid up to a maximum of two times annually for Provider Group Members.

6.4 Diagnosis Documentation Performance Measure Incentive Payment Rate: The Diagnosis Performance Measure Incentive Payment Rate shall be _____ dollars () for the first Diagnosis Attestation that meets the Diagnosis Documentation Performance Measure Score Threshold for a DOS between first 2 quarters of each calendar year (January 1, 202X and June 30, 202X). Moreover, the Diagnosis Performance Measure Incentive Payment Rate shall be _____ dollars () for any Diagnosis Attestation that meets the Diagnosis Documentation Performance Measure Score Threshold for a DOS between last 2 quarters of each calendar year (July 1, 202X and December 31, 202X).

Provider Group will disseminate at least 50% of Diagnosis Performance Measure Incentive Payments (Attestation Payments) to those providers accomplishing task to the specifications noted in Section 6.1.

6.5 Diagnosis Documentation Performance Measure Incentive Payment: The following conditions must be satisfied in order for Provider Group to receive a Diagnosis Documentation Performance Measure Incentive Payment for a Diagnosis Attestation returned/submitted by Provider Group to OptumCare: 1) The Diagnosis Attestation Evaluation Status must be designated as "complete"; 2) the DOS and Diagnosis Attestation Submission Date must fall between one of the period begin and end dates listed Section 6.4; and 3) the requirements and conditions described in Sections 6.1 and 6.2 of this Exhibit H must be satisfied.

EXHIBIT H (continued)

The Diagnosis Documentation Performance Measure Incentive Payment will be made upon review of accuracy, meeting the 70% threshold and being deemed complete by OptumCare.

SECTION 7

New Member Provider Group Office Visit Incentive

7.1 OptumCare agrees to pay Provider Group a one-time payment of _____ for conducting an in-person office visit with a new Provider Group Member within 90 days of that Provider Group Member being first assigned to Provider Group. In order to be eligible for this incentive, the parties agree that the in-person office visit must be conducted by a licensed and credentialed provider. The parties further agree that Provider Group must complete a new member assessment form and submit along with visit notes to the satisfaction of OptumCare.

SECTION 8

CAHPS – Provider Service Performance Incentive

8.1 Provider Service Performance Incentive

OptumCare agrees to pay Provider Group an incentive of _____ PMPQ for Four Star Performance (92% or greater) and _____ PMPQ for 5 Star Performance (97% or greater) based on quarterly Burke Survey results for 2023. Payment of this incentive will generally be paid after the end of each quarter following the quarter in which an incentive is earned. Eligibility to participate in Provider Service Performance Incentive requires a Burke Survey response rate of at least 7% of Provider Group Membership.

SECTION 9

Medication Adherence Incentive Program

The 2023 Provider Group Medication Adherence Incentive Program goal is to improve the compliance rate for members requiring Medication Therapy Management comprehensive medication review, as well as the medication adherence compliance rate for specific categories of medications: 1) Medication Adherence for Cholesterol (“MAC”); 2) Medication Adherence for Diabetes Medications (“MAD”); 3) Medication Adherence for Hypertension (“MAH”); (4) Medication Adherence for Statin Therapy for Persons with Cardiovascular Disease (“SPC”); and (5) Medication Adherence for Statin Use in Persons with Diabetes (“SUPD”).

Under the provisions of the MAI, Provider Group may be eligible to receive a performance incentive as described in this Exhibit H.

The MAI Measure Year shall be January 1, 2023, through December 31, 2023. The MAI only pertains to activities and evaluations that take place during and for the MAI measurement year. No other period is expressed or implied to be covered or evaluated by this MAI.

9.1 MAI Medication Adherence Performance Measures

- a) **MAC:** The Medication Adherence for Cholesterol (statin drugs). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.

EXHIBIT H (continued)

- b) **MAD:** The Medication Adherence for Diabetes Medications (excluding insulin). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request
- c) **MAH:** The Medication Adherence for Hypertension (RAS antagonists). The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.
- d) **MAI Medication Adherence Performance Measure Payment:** For eligible Provider Group Members, Provider Group will be reimbursed for every 100 Day Supply prescription written by them and filled by Provider Group Member for Cholesterol Medications (MAC), Oral Diabetic Medications (MAD), and Hypertension Medications (MAH), once per category per 100 days, up to three times per year, for a potential payment of PMPY, per category (MAC, MAD, MAH).

9.2 SUPD Medication Adherence For Statin Use in Persons with Diabetes

- a) **SUPD: The Medication Adherence for Statin Use in Persons with Diabetes.** The medication list for this measure is calculated using the National Drug Code (NDC) list. The complete NDC list is available upon request.
- b) **SUPD Compliance Rate:** The Medication Adherence for Statin Use in Persons with Diabetes compliance rate is an evaluation of a Member's compliance in taking their prescribed medication for Diabetes (statin drug). The SUPD Compliance Rate is calculated as the final 2023-year end PDC for SUPD.
- c) **SUPD Compliance Threshold:** Is the percentage that the SUPD Compliance Rate must equal or exceed in order for the Provider Group Member to be considered compliant for SUPD. The SUPD Compliance Threshold shall be eighty percent (80.00%). This measure is adapted from the Medication Adherence Proportion of Days Covered measure that was developed and endorsed by the Pharmacy Quality Alliance (PQA) and also endorsed by the National Quality Forum.
- d) **SUPD Population Compliance Percentage:** Is the number of PROVIDER GROUP Members whose SUPD Compliance Rate equals or exceeds the SUPD Compliance Threshold divided by the total number of Provider Group Members evaluated for SUPD.
- e) **SUPD Performance Measure Payment Rate:** Is the amount of reimbursement that the Provider Group may earn for each Provider Group Member evaluated for SUPD. The SUPD Performance Measure Payment Rate shall be determined by the SUPD Population Compliance Percentage as shown below in the SUPD Performance Measure Payment Rate grid.

SUPD Performance Measure Payment Rate Grid

SUPD Population Compliance Percentage	SUPD Performance Measure Payment Rate
85.00% to 85.99%	
86.00% to 88.99%	
89.00% or greater	

EXHIBIT H (continued)

- f) **SUPD Performance Measure Payment:** OptumCare will pay Provider Group the SUPD Performance Measure Payment Rate for each Provider Group Member evaluated for SUPD up to the SUPD Performance Measure Payment Frequency Limit.
- g) **SUPD Performance Measure Payment Frequency Limit:** The SUPD Performance Measure Payment Frequency Limit shall be one (1) time annually.

9.3 MAI Medication Management Therapy Measure (MTM)

- a) **MTM:** The Medication Therapy Management comprehensive medication review. It is a Member-centric comprehensive approach designed to improve medication use, reduce the risk of adverse events, and improve medication adherence. Members are identified as eligible for the review upon meeting the following criteria:

At least 3 of 5 chronic health conditions (heart failure, diabetes, high blood pressure, high cholesterol, rheumatoid arthritis) – AND –
Take 8 or more chronic medications – AND –
Are anticipated to fall into the annual Medicare Part D coverage gap “donut hole”.

- b) **MTM Compliance:** Medication Therapy Management comprehensive medication review compliance is achieved when a Provider Group Member successfully completes a comprehensive medication review with OptumCare MTM Services or with another OptumCare designated clinical pharmacist.
- c) **MTM Performance Measure Payment Rate:** Is the amount of reimbursement that the Provider Group may earn for each Provider Group Member determined to be eligible for MTM and for whom MTM Compliance is achieved. The MTM Performance Measure Payment Rate shall be dollars ().
- d) **MTM Performance Measure Payment:** OptumCare will pay Provider Group the MTM Performance Measure Payment Rate for each Provider Group Member for whom MTM Compliance is achieved up to the MTM Performance Measure Payment Frequency Limit.
- e) **MTM Performance Measure Payment Frequency Limit:** The MAD Performance Measure Payment Frequency Limit shall be one (1) time annually.

SECTION 10

Other Provisions and Notices

10.1 IP Payment. Notwithstanding anything to the contrary in this Exhibit, if Provider Group is no longer a contracted provider in OptumCare’s network under the Agreement (or a similar successor agreement with OptumCare) on the IP Payment Date, then Provider Group will not be eligible to participate in the IP and as such will not receive any IP payment.

10.2 Payment to Physicians. Provider Group represents and warrants that to the extent Provider Group distributes any portion of the payment it receives from OptumCare pursuant to this Exhibit to its physicians, Provider Group has made such distribution(s) in compliance with CMS’ rules and regulations, including specifically and without limitation applicable physician incentive plan rules, and no physician has received an amount that would result in substantial



EXHIBIT H (continued)

financial risk (as defined by CMS regulations) for any physician. Both Parties agree to amend the Agreement as necessary for all payments made pursuant to this Exhibit H to be in compliance with CMS rules and regulations. Provider Group shall provide OptumCare with a description of its physician compensation arrangements and such other information as requested by OptumCare in order to demonstrate Provider Groups's compliance with CMS rules and regulations.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: Optum: 3,160						
Corporate/Business Entity Name:		Optum Health Networks, Inc (f/k/a LifePrint Health, Inc.)				
(Include d.b.a., if applicable)		OptumCare				
Street Address:		2716 N. Tenaya Way		Website: www.optum.com		
City, State and Zip Code:		Las Vegas, NV 89128		POC Name: Tony Alamo, MD		
				Email: antonio.alamo@optum.com		
Telephone No:		702-242-7539		Fax No: 855-277-7021		
Nevada Local Street Address:		2716 N. Tenaya Way		Website: www.optum.com		
(If different from above)						
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No: 855-277-7021		
Local Telephone No:		702-242-7539		Local POC Name: Tony Alamo, MD		
				Email: antonio.alamo@optum.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).

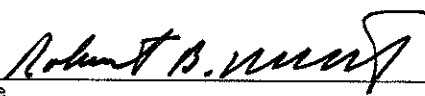
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
UnitedHealth Group		Publicly Traded

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

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

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

 Signature President Title	Robert B. McBeath Print Name 11/8/2022 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

Leadership

Andrew Witty / Chief Executive Officer / UHG
Dirk McMahon / President, Chief Operation Officer / UHG
John Rex / Executive Vice President, Chief Financial Officer / UHG
Cory B. Alexander / Strategic Advisor / UHG
Rupert Bondy / Executive Vice President, Chief Legal Officer / UHG
Heather Cianfrocco / Chief Executive Officer / Optum RX
Terry M. Clark / Chief Marketing Officer / UHG
Sandeep Dadlani / Executive Vice President, Chief Digital and Technology Officer / UHG
Ranju Das / Chief Executive Officer / Optum Labs
Wyatt Decker, MD / Chief Executive Officer / Optum Health
Joy Fitzgerald / Senior Vice President, Chief Diversity, Equity & Inclusion Officer / UHG
Patricia L. Lewis / Executive Vice President, Chief Sustainability Officer / UHG
Tracy Malone / Senior Vice President / UHG
Richard Mattera / Senior Vice President, Chief Development Officer / UHG
Phil McKoy / Chief Information Officer / Optum
Erin McSweeney / Executive Vice President / Chief People Officer / UHG
John Prince / Chief Operating Office / Optum
Tom Roos / Senior Vice President, Chief Accounting Officer / UHG
Dan Schumacher / Chief Executive Officer / Optum Insight and Chief Strategy & Growth Officer / UHG
Jennifer Smoter / Senior Vice President, Chief Communications Officer / UHG
Zack Sopack / Senior Vice President, Investor Relations / UHG
Brain Thompson / Chief Executive Officer / UHG
Margaret-Mary Wilson, MD / Executive Vice President, Chief Medical Officer / UHG
Norman Wright / Executive Vice President, Health Equity Strategy / UHG

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

Issue:	Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.	Back-up:
Petitioner:	Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Four to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. for Managed Care Services; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – same term
Amount: Amendment 3 – revenue based on volume
Out Clause: 60 days w/o cause

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

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called “Plan”) to provide its members healthcare access to the hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment One, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two, effective May 1, 2021, added SelectHealth Med (HMO/POS) Network to the existing Agreement. Amendment Three, effective May 1, 2023, updated the compensation schedule for Select Health Med (HMO/POS).

This Amendment Four requests to further update the revenue codes in the Exhibit A Compensation Schedule. All other terms in the Agreement are unchanged.

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

Cleared for Agenda
June 28, 2023

Agenda Item #

10

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 21, 2023 meeting and recommended for approval by the Governing Board.



AMENDMENT FOUR TO PARTICIPATING FACILITY AGREEMENT

This Amendment Four to Participating Facility Agreement ("Amendment") is entered into as of the 1st day of July, 2023 ("Effective Date"), by and into between SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital").

WHEREAS, Plan and Hospital have entered into a Participating Facility Agreement with an effective date of 27th day of May, 2020, ("Agreement") and amended on October 8, 2020 to add the Qualified Health Plan Addendum; amended on May 1, 2021 to add hospital participation in the Select Health Med (HMO/POS) Network; and amended on May 1, 2023 to extend the term and update schedules;

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, Plan and Hospital desire to further update the reimbursement schedules;

WHEREAS, Plan and Hospital desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Agreement is amended as follows:

1. Exhibit A to the SelectHealth Participating Facility Agreement is deleted in its entirety and is replaced with the attached Exhibit A Compensation Schedule;
2. Except as expressly stated herein, the Agreement remains in full force and effect.

SelectHealth, Inc.
SelectHealth Benefit Assurance, Inc.:

University Medical Center of Southern Nevada:

Print Name: Todd Trettin

Print Name: _____

Sign:  _____

Sign: _____

Title: VP & CFO

Title: _____

Date: 06/20/2023

Date: _____



EXHIBIT A
SelectHealth Value Network/Med Network – Compensation Schedule

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☒ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: SelectHealth, Inc.						
(Include d.b.a., if applicable)						
Street Address:		5381 Green Street		Website: www.selecthealth.org		
City, State and Zip Code:		Murray, UT 84123		POC Name: Chad Jasperson		
				Email: chad.jasperson@selecthealth.org		
Telephone No:		800-538-5038		Fax No: 801-442-0776		
Nevada Local Street Address: (If different from above)		1980 Festival Plaza Dr., Suite 930		Website: www.selecthealth.org		
City, State and Zip Code:		Las Vegas, NV 89135		Local Fax No: NA		
Local Telephone No:		800-538-5038		Local POC Name: Chad Jasperson		
				Email: chad.jasperson@selecthealth.org		

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)
Patricia Rae Richards	President and CEO	
Kristin Roberts McCullagh	Secretary	
Thomas Joseph Risse	Vice President and CFO	
Gregory Martin Johnson	Treasurer	
Jerry Roy Edgington	Vice President	
David Alvin Lemperte	Vice President	
Russel John Kuzal	Vice President	
Robert Letcher White	Vice President	
Michael Antony Anglin	Director/Trustee	
Josh Allen England	Director/Trustee	
LeeAnne Burke Linderman	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Karla Kay Bergeson	Director/Trustee	
Maria Jean Garciaz	Director/Trustee	
Patricia Rae Richards	Director/Trustee	
Albert Rene Zimmerli	Director/Trustee	
Mark Richard Briesacher, MD	Director/Trustee	
Daniel Gerald Gomez	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

David Brett Sanford	Director/Trustee
Alexander Marc Harrison, MD	Director/Trustee
Maria Rocio Summers	Director/Trustee

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

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

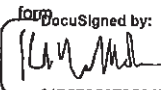
☐ Yes ☒ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

☐ Yes ☒ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

DocuSigned by:



01D2B0C0E0C0428...

Signature

Kristin McCullagh

Print Name

Counsel Senior/Division Director

04/23/2020

Title

Date

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

Issue:	Amendments to the Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project	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 Amendments to Agreements with Steris Corporation for Phase I & II of the Surgical Suite Refresh Project; authorize the Chief Executive Officer to exercise any future Amendments within his delegated authority; or take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5430.011	Fund Name: CC Cap Equip Transfer
Fund Center: 3000999901 / 3000702100	Fund Name: UMC Operating Fund
Description: Phase I & II of the Surgical Suite Refresh Project	Funded Pgm/Grant: N/A
Bid/RFP/CBE: NRS 332.115(4) - Purchase of goods commonly used by a hospital	
Term: No change in the Term	
Amount: Amendment 1 (Phase 1) – additional NTE \$131,042.67	
Amendment 1 (Phase 2) – additional NTE \$87,361.78	
New Cumulative Total \$4,384,928.33 for both Phases	
Out Clause: Budget Act / Fiscal Fund Out	

BACKGROUND:

On May 18 2022 and January 25, 2023, the Governing Board approved the Agreements for Phase I & II with Steris Corporation (“Steris”), whereby UMC purchased medical equipment through Steris and Steris performs renovation and installation of that equipment in UMC’s OR surgical rooms.

Under the Agreement for Phase I (Agreement for Surgical Lights and Equipment Booms dated June 3, 2022), UMC agreed to compensate Steris a NTE amount of \$2,334,830.72 for an estimated seven (7) months for build-out, installation, and one-year warranty on equipment. This Amendment requests to add the Indigo light cleaning system to OR rooms 12, 14, and the endoscopy unit at an additional cost of \$131,042.67.

Under the Agreement for Phase II (Agreement for Surgical Lights and Equipment Booms dated January 5, 2023), UMC agreed to compensate Steris a NTE amount of amount of \$1,831,693.16 for an estimated fifteen (15) months for build-out, installation, and one-year warranty on equipment. The Amendment to this

Cleared for Agenda
June 28, 2023

Agenda Item #

11

Agreement requests to add the Indigo light cleaning system to CVOR rooms 15 and 16 at an additional cost of \$87,361.78.

UMC's Director of Surgical Services has reviewed and recommends approval of these Amendments. These Amendments have been approved as to form by UMC's Office of General Counsel.

Steris currently holds a Clark County business license.

These Amendments were reviewed by the Governing Board Audit and Finance Committee at their June 21, 2023 meeting and recommended for approval by the Governing Board.

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
STERIS, INC. HEALTHTRUST PURCHASING AGREEMENT
FOR SURGICAL LIGHTS AND EQUIPMENT BOOMS (PHASE 1)**

THIS AMENDMENT ONE (“Amendment”) is entered into as of the date last signed by the parties below (“Amendment Effective Date”) by and between STERIS Corporation (hereinafter referred to as “STERIS”) and University Medical Center of Southern Nevada (hereinafter referred to as “CUSTOMER or OWNER”). STERIS and CUSTOMER are collectively referred to herein as the “Parties”.

WHEREAS, STERIS and CUSTOMER have previously executed the Agreement for Surgical Lights and Equipment Booms effective May 26, 2022 (the Agreement); and

WHEREAS, STERIS and CUSTOMER desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit A. Phase 1 Quotation, shall be amended to add INDIGO CLEAN lighting for an additional \$131,042.67 to reflect a new aggregate budget allowance of not to exceed \$2,465,873.39. See attached Quote.
2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed this Amendment One to be effective as of the Amendment Effective Date.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

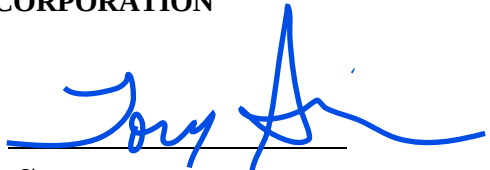
Signature: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

STERIS CORPORATION

Signature:  _____

Name: Tony Siracusa

Title: Vice President and General Manager

Date: June 15, 2023

Reviewed and approved as to form by the
STERIS Corporation Legal Department

CLM 06/14/2023

Attorney Initials Date

Quote No: DSTAUDE1537786



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Account: 42100 GLN: 1100004495587

1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US
ATTN: Janet david Lustina, Dir surgery (Phone: 7023832574)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

Revision No: 1

Date: 05 June 2023

Submitted By: Darcy Schroeder, Account Manager

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS is pleased to make the following proposal for your consideration:

Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

NOTICE: The sale of Products or Services covered by this Quotation is subject to STERIS Corporation's Terms and Conditions of Sale which can be found at http://www.steris.com/media/terms/TC_US_12_4_18.PDF. Warranty terms for Certified Pre-Owned Equipment can be found at https://www.steris.com/about/terms_sale/certified-pre-owned-equipment-warranty. Any additional or different terms or conditions proposed by Customer are rejected and will not be binding upon STERIS unless specifically agreed in writing by an authorized representative of STERIS.

Quote No: DSTAUDE1537786



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Item	Equipment #	Description	Quantity	Extended Discount Price
2.0000	SE60190	INDIGO CLEAN lighting SS Renovation Site Services- 12,14 and endo	1	
3.0000	SHIPPING & HANDLING	CHARGES	1	

Currency: USD	Quote Total Excluding Taxes	131,042.67
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 35

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required Yes No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required Yes No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler Yes

Standard Size Dock (48-52" High) Yes

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) Yes

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment Yes No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required* No

Inside Delivery Beyond the Dock* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site Yes No

Updated on: 2/13/2023

* = Additional Charges Apply



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Date: 05 June 2023
Submitted By: Darcy Schroeder
Account Manager

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

Bill To Address: _____

View order history and place orders for accessories, consumables and parts on-line.
Visit us at <https://shop.steris.com>

**AMENDMENT ONE TO THE AGREEMENT
BETWEEN
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
AND
STERIS CORPORATION
FOR SURGICAL LIGHTS AND EQUIPMENT BOOMS (PHASE 2)**

THIS AMENDMENT ONE (“Amendment”) is entered into as of the date last signed by the parties below (“Amendment Effective Date”) by and between STERIS Corporation (hereinafter referred to as “STERIS”) and University Medical Center of Southern Nevada (hereinafter referred to as “CUSTOMER or OWNER”). STERIS and CUSTOMER are collectively referred to herein as the “Parties”.

WHEREAS, STERIS and CUSTOMER entered into that Agreement having an effective date of January 25, 2023 (the “Agreement”); and

WHEREAS, STERIS and CUSTOMER desire to amend the Agreement with this Amendment One.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Exhibit A. Phase 2 Quotation, shall be amended to add INDIGO CLEAN lighting for an additional \$87,361.78 to reflect a new aggregate budget allowance of not to exceed \$1,919,054.94. See attached Quote.
2. All other terms of the Agreement not amended herein shall remain in full force and effect. If any term of this Amendment conflicts with the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the signatories below have the authority necessary to bind the Parties identified herein and have executed this Amendment One to be effective as of the Amendment Effective Date.

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

Signature: _____

Name: Mason Van Houweling

Title: Chief Executive Officer

Date: _____

STERIS CORPORATION

Signature:  _____

Name: Tony Siracusa

Title: Vice President and General Manager

Date: June 15, 2023

Reviewed and approved as to form by the
STERIS Corporation Legal Department

CLM 06/14/2023

Attorney Initials Date

Quote No: DSTAUDE1538216



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

Account: 42100 GLN: 1100004495587

1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102, US
ATTN: Janet david Lustina, Dir surgery (Phone: 7023832574)

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060-1834 • USA
440-354-2600
GLN: 0724995000004

Revision No: 0

Date: 05 June 2023

Submitted By: Darcy Schroeder, Account Manager

Please submit your quote and purchase order directly to your Account Manager or to RegionalSalesSupport@steris.com

STERIS is pleased to make the following proposal for your consideration:

Customer is a Member of and purchasing under the Group Purchasing Agreement by and between STERIS and HealthTrust, ("GPO Agreement"). As a result, the GPO Agreements negotiated by HealthTrust listed below, on behalf of Customer, shall govern this Quotation Number and Purchase. STERIS HealthTrust GPO Agreements are:

HPG 997 Chemicals-Instrument Decontamination, HPG 1428 Low Temperature Liquid Chemical, 40952 Sterilization Monitoring – Steam & EO, HPG 4660 Surgical Lights & Equipment Booms, HPG 4667 Surgical Tables & Accessories, HPG 4675 Sterilizers, Washers, and Warming Cabinets, HPG 4974 Sterilizers - Low Temperature, HPG 5354 Instrument & Scope Care, Cleaning & Protection Accessories, HPG 5916 AER, and HPG 5920 US Endoscopy Instrument & Scope Care, Cleaning & Protection Accessories. V-PRO® Sterilizer Upgrade Promotion

NOTICE: The sale of Products or Services covered by this Quotation is subject to STERIS Corporation's Terms and Conditions of Sale which can be found at http://www.steris.com/media/terms/TC_US_12_4_18.PDF. Warranty terms for Certified Pre-Owned Equipment can be found at https://www.steris.com/about/terms_sale/certified-pre-owned-equipment-warranty. Any additional or different terms or conditions proposed by Customer are rejected and will not be binding upon STERIS unless specifically agreed in writing by an authorized representative of STERIS.

Quote No: DSTAUDE1538216



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Item	Equipment #	Description	Quantity	Extended Discount Price
1.0000	SE60190	INDIGO CLEAN lighting CVOR 15 and 16 SS Renovation Site Services- INDIGO CLEAN	1	

Currency: USD	Quote Total Excluding Taxes	87,361.78
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UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

NOTE: ALL TAXES ARE EXCLUDED UNLESS OTHERWISE STATED. IF EXEMPT, PROOF OF TAX EXEMPTION MUST ACCOMPANY ALL PURCHASE ORDERS.

NOTE: Under present circumstances, this quotation may be considered firm for thirty (30) days from this date. Acceptance later is subject to confirmation. Our quotation is extended on the basis of shipment being made within twelve (12) months after receipt of purchase order or contract. For extended shipments, add ½% per month for any subsequent period beyond (12) months.

Term of Payment: NET 35

Terms of Shipping: PPA (Prepay & Add)

FOB: Origin

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

DELIVERY INSTRUCTIONS

Customer Purchase Order: _____

STERIS Sales Order Number: _____

Delivery Address: _____

Dock Days: **M-F**

Dock Hours: **8:00am-2:00pm**

Precall Required Yes No

Note: Carrier will call 24 hours in advance of shipment to notify of delivery the following day.

Appointment Required Yes No

Note: If appointment required, carrier will hold shipment till contact below is reached to set a delivery appointment.

Receiving Contact for Required Precall _____

Receiving Contact Phone _____

Receiving Contact Email _____

Dock with Leveler Yes

Standard Size Dock (48-52" High) Yes

Accommodate 75ft x 13.5ft H Tractor Trailer (Trailer plus sleeper unit) Yes

If no, please specify max length/height of truck that can deliver _____

Proper equipment available at Customer site to unload the equipment Yes No

Note: <1,000lbs: a pallet jack probably would suffice; >1,000lbs a fork lift would probably be the preferred method

Liftgate Required* No

Inside Delivery Beyond the Dock* Yes No

If yes, provide final delivery location (e.g. Room 204, Floor 4) _____

Equipment to be delivered to a construction site Yes No

If yes, PPE may be required by carrier. Please specify what PP will be required for delivery. _____

Union Drivers Required on Site Yes No

Updated on: 2/13/2023

* = Additional Charges Apply



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Date: 05 June 2023
Submitted By: Darcy Schroeder
Account Manager

STERIS Corporation
5960 Heisley Road
Mentor, OH 44060
Tel: 440-354-2600
Fax: 440-639-4450

Accepted For:
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
Account: 42100 GLN: 1100004495587

Signature: _____

Title: _____

Date: _____

E-mail: _____

Purchase Order: _____

Want Date: _____

Ship To Address: _____

Bill To Address: _____

View order history and place orders for accessories, consumables and parts on-line.
Visit us at <https://shop.steris.com>

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name: STERIS Corporation						
(Include d.b.a., if applicable)						
Street Address:		5960 Heisley Road		Website: www.steris.com		
City, State and Zip Code:		Mentor, OH 44060		POC Name: Human Resources Email: humanresources@steris.com		
Telephone No:		800-548-4873		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.

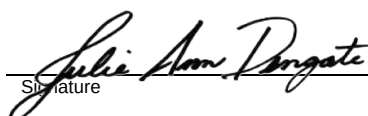
STERIS Corporation is a privately-owned child company of STERIS plc an Ireland based company that is publicly held. Below lists STERIS Corporation's officers. No Officer owns any substantial financial interest.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Dan Carestio	President & CEO	0
Mike Tokich	Senior Vice President, Chief Financial Officer	0
Cary Majors	Senior Vice President and President, Healthcare	0
Adam Zangerle	Senior Vice President, General Counsel & Secretary Legal	0

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 Contract Administrator Title	Julie Ann Dengate Print Name January 10, 2023 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)

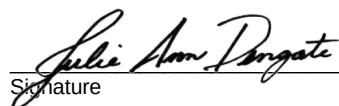
For UMC Use Only:

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

Julie Ann Dengate
Authorized Department Representative

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

Issue:	EMR System Access Agreement with the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine d/b/a UNLV Health	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 the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas and UNLV Medicine d/b/a UNLV Health for EMR system access; authorize the Chief Executive Officer to execute any extension options and amendments; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000

Fund Center: 3000999902

Description: EMR System Access

Bid/RFP/CBE: NRS 332.115(1)(h) – Software

Term: 6/1/2022 to 5/31/2025 with two, 1-year options

Amount: UNLV will reimburse UMC the following fees:

Monthly Access Fee (Fixed):

\$32,393.14 per month or \$388,717.68 per year

Monthly Fee Based on Outpatient Encounters (Variable):

Estimated \$14,022.35 per month or \$168,268.20 per year

Estimated Annual Total Reimbursement to UMC (subject to pass-through fee adjustments by UMC):

Estimated \$556,985.88 per year

Out Clause: 45 days prior to the expiration of the Initial Service Period or any Renewal Service Period

Cleared for Agenda
June 28, 2023

Agenda Item #

12

BACKGROUND:

Since June 2017, UMC has had an agreement with UNLV to grant the latter with access and use of UMC's electronic medical system, Epic, when caring for its ambulatory patients.

This request is to enter into a new agreement with UNLV for their continued EMR system access where UMC will provide Epic access and use, third party software use as applicable to UNLV, consulting and training services as contracted by both parties, and maintenance and support to a maximum of 450 UNLV authorized users. UNLV will reimburse UMC an annual estimated fee of \$556,985.88 based on usage, applicable Epic module access, hosting, outpatient encounters, maintenance and pass-through fees which are subject to adjustments, at any time, upon third-party increases.

The Agreement term is from June 1, 2022 through May 31, 2025 with the option to renew for two, 1-year periods. Either party may terminate this Agreement with at least a 45-day notice prior to the expiration of the renewal period. Staff also requests authorization for the Hospital CEO to execute any extension options and amendments at his discretion if deemed beneficial to UMC.

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.

The Department of Business License has determined that UNLV is not required to obtain a Clark County business license nor a vendor registration since UNLV is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

EMR SYSTEM ACCESS AGREEMENT

This EMR System Access Agreement (“Agreement”) is made and entered into by and between University Medical Center of Southern Nevada (“UMCSN”), the Board of Regents of the Nevada System of Higher Education (“NSHE”), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“UNLV SOM”), and UNLV Medicine d.b.a UNLV Health (“UNLV Health”) with the intent it be effective as of the 1st day of June, 2022 (“Effective Date”). UNLV Health and UNLV SOM shall collectively be referred to as “Entities”. “UMCSN”, “UNLV SOM” and “UNLV Health” may individually be referred to as a “Party” and collectively as the “Parties”).

RECITALS

- A. UMCSN is a publicly owned and operated hospital created by virtue of Chapter 450 of Nevada Revised Statutes whose mission is to serve the community by providing patient-centered care in a fiscally responsible and learning focused environment;
- B. UNLV SOM is working to develop a world-class center for education, patient care, and research that prepares Nevada’s doctors with the most innovative and technologically advanced forms of medical training, while serving the healthcare needs of a diverse rural and urban population;
- C. UNLV Health is a Nevada non-profit corporation that serves as the faculty practice plan supporting UNLV SOM by providing the billing, payment, administrative and management services, specifically designated as “Treatment, Payment or Operations,” for the UNLV SOM clinical operations. Entities have entered into a First Amended and Restated Operating Agreement, dated June 15, 2020
- D. UMCSN, UNLV Health and UNLV SOM have affiliated to further their respective missions with the development of an Academic Health Center and further recognize the enormous benefit to patients when medical providers have access to the EMR System (as defined below) when caring for patients; and
- E. In order to realize this benefit for their patients, Entities desire to obtain the right to access and use the EMR System, and, in order to better serve the health needs of their community, UMCSN desires to provide such access, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals (which are hereby incorporated herein) and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1 Ambulatory Visits: Ambulatory Visits are calculated based on each face-to-face encounter, or other encounter that substitutes for a face-to-face encounter as technology develops, between a Medical Provider (as defined in Section 3.2) and a patient that results in the Medical Provider entering information into the EMR System at a UNLV Health facility/clinic (a “UNLV Health Clinic”); provided however multiple encounters with Medical Providers in the same scheduled appointment at a UNLV Health Clinic will count as one Ambulatory Visit.
- 1.2 Priority 1 Error: A priority 1 error is a problem or a series of problems that leaves the system or material program functionality unusable or severely impacts normal processing.
- 1.3 Priority 2 Error: A priority 2 error means a problem or a series of problems in the system which causes serious disruption of a major business function and which cannot be temporarily solved by a workaround.
- 1.4 Reasonable Efforts: For any Priority 1 Errors UMCSN will respond to UNLV SOM or UNLV Health, as applicable, within 4 hours of receiving call. For Priority 2 Errors UMCSN will respond to UNLV SOM or UNLV Health, as applicable, within 24 hours during normal business hours and 48 hours during weekends and holidays.
- 1.5 Service Period: The Service Period shall be equal to the term of this Agreement (as set forth in Section 7.1). During this period, any additional support or training needs by UNLV SOM or UNLV Health, as applicable, shall, upon request, be provided by UMCSN as Additional Services (as defined in Section 3.4) based upon the nature of the Additional Services requested and a rate consistent with those rates set forth on **Exhibit A**.
- 1.6 Super User(s): This category of UNLV SOM or UNLV Health employee and/or contractors is intended to provide services at a UNLV Health Clinic(s) after having undergone the training set forth in the Project Plan as provided by UMCSN and after such contractors having completed any requirements of Epic Systems Corporation (hereinafter referred to as “Epic”) related to confidentiality and non-disclosure obligations. Such Super Users are expected to demonstrate additional expertise obtained during such learning process. Once fully trained by UMCSN, the Super User will have additional responsibilities and access in order to function as a first line trainer and support for the Authorized Users (as defined in Section 3.2); however final approval of administrator or privileged access to the EMR System is at the sole discretion of UMCSN, which shall not be unreasonably withheld.
- 1.7 Entities User Data: The electronic data inputted into the EMR System by Authorized Users, to include ePHI, medical, demographic, billing and insurance information and associated financial records.

2. **EMR System.** In order to better meet its mission to serve the public and its patients, UMCSN has invested in an electronic medical record system from Epic and certain related components as further described on **Exhibit A** (the “EMR System”). UMCSN has also obtained the right to offer to Entities the use of the EMR System. The items and services provided under this Agreement do not include hardware, software with functionality other than listed in **Exhibit A** (Section III), or staffing of Entities office(s), and may not be used primarily to conduct personal business or business unrelated to Entities.

3. **Provision of EMR System.**

3.1 **Training.** UMCSN shall provide training materials and train-the-trainer services to credentialed trainers of Entities’ staff to provide training to Authorized Users (*after receipt of appropriate approval of such Authorized Users from Epic*) regarding use of the EMR System. UMCSN may provide access to UMCSN training facilities if desired at mutually agreed upon times. In addition to live, in-person training, UMCSN agrees to provide any available on-line or digital training protocols or presentations and/or ambulatory training programs, which are determined by UMCSN to be appropriate learning tools. UNLV Health will be responsible for providing staff to become credentialed trainers and completing the credentialed training process. These staff members may be the same individuals as identified to be Super Users.

3.2 **Grant of Access to EMR System.** Subject to the terms and conditions of this Agreement, UMCSN hereby grants to Entities nontransferable and non-exclusive access to the EMR System to permit no more than the maximum number of medical providers (each a “Medical Provider”) set forth in **Exhibit A** and their office administrators and other authorized support staff (collectively “Authorized Users”), to electronically access and use the EMR System for storing, processing, documenting and displaying medical records and other information, images and content related to the provision of healthcare to patients of such Medical Providers. This grant of access will include as Authorized Users, those individuals involved in the treatment, payment or operations for Entities. The number of Authorized Users accessing the EMR System concurrently may not exceed the maximum number of Authorized Users listed on **Exhibit A**. Any desired increase or decrease to the maximum number of Authorized Users as described on Exhibit A shall be done pursuant to Section II of Exhibit A. The selection and/or modification of Authorized Users, and the implementation and maintenance of security relating to access to the EMR System at UNLV Health Clinics shall be the sole responsibility of UMCSN with input as required from Entities.

3.3 **Maintenance.** UMCSN shall provide the following maintenance and support services (the “Maintenance and Support Services”) to Entities:

- a. **Technical Support.** UMCSN shall make available to Entities telephone and email access to UMCSN’s technical support staff (“Technical Support”) to answer questions and/or assist in resolving problems regarding the general use of the EMR System.

- b. *Error Correction.* UMCSN shall use best efforts, to correct or provide a workaround for any reproducible Priority 1 Error or Priority 2 Error that causes the EMR System to (i) fail to operate, (ii) generate error messages or (iii) generate errors in automatic data creation or calculations, provided such error is reported to UMCSN by UNLVSOM or UNLV Health in a writing that describes such error in detail. UMCSN shall have no obligation to provide corrections or workarounds if the error is caused in whole or in part by persons other than UMCSN, including without limitation, Entities' network service provider, or the error is caused in whole or in part by Entities' use of the EMR System in association with operating environments and platforms other than those specified by UMCSN.
 - c. *System Availability.* Except in the event of emergencies as reasonably determined by UMCSN, the downtime as described in this Sub-section 3.3(c) shall be scheduled with seventy-two (72) hour advance notice (to include attempted direct telephone contact and follow-up email) to both the UNLVSOM's Chief Information Officer and UNLV Health's Executive Director of Business Operations and the related maintenance services shall be performed outside of the regular business hours of UNLV Health Clinics (i.e., M-F 8am-5pm).
 - d. *System Updates.* UMCSN shall make available to Entities, without cost, any updates, upgrades and enhancements to the EMR System as may be made generally available by Epic during the term of this Agreement. Except in the event of emergencies as reasonably determined by UMCSN, any downtime of the EMR System associated with such updates, upgrades and enhancements described in this sub-section 3.3(d) shall be scheduled with seventy-two (72) hour advance notice (to include attempted direct telephonic contact and follow up email) to both the UNLVSOM's Chief Information Officer and UNLV Health's Executive Director of Business Operations, and the related updates, upgrades and enhancements shall be performed outside of the regular business hours of UNLV Health Clinics (i.e., M-F 8am-5pm).
 - e. *Service Level Credits.* The Parties agree that to the extent there is downtime of the EMR System that is reimbursed by the EMR System licensor, UMCSN will provide Entities with their prorated share of any such service level credits. Payments shall occur within thirty (30) day of receipt by UMCSN of the service level credits.
- 3.4 Changes to EMR System. UMCSN may, from time to time, change the components and functionality of the EMR System, provided however, UMCSN shall notify Entities in advance with direct telephone contact and at least fourteen (14) days' written notice to both the UNLVSOM's Chief Information Officer and UNLV Health's Executive Director of Business Operations of such changes if they will materially impact Entities use of the EMR System. In the event that any such changes materially and adversely impact UNLVSOM or UNLV Health's use of the EMR System, and if UMCSN cannot reasonably mitigate the impact, then the Parties will meet to discuss options for resolution. If the Parties are unable to resolve the issue, UNLVSOM or UNLV Health may terminate this Agreement consist with Section 7.1 through Section 7.5. In the event of such termination under this Section

3.4, UNLV SOM/UNLV Health shall have the right to receive a refund of any unearned portion of prepaid or advance monies.

4. Entities Obligations.

- 4.1 Third Party Components. Entities agree that in order to ensure that the EMR System will perform satisfactorily, proper connectivity and hardware must be in place. Entities acknowledge and agree that the hardware, software, network access and other components specified under the heading Necessary Third Party Components on Exhibit A (the “Necessary Third Party Components”) are necessary in order for Entities to access and use the EMR System and must be obtained separately by Entities. Entities agree that the Necessary Third Party Components are not the subject of this Agreement, and UMCSN shall not be responsible for the procurement, installation or maintenance of the Necessary Third Party Components, and UMCSN makes no representations or warranties regarding the Necessary Third Party Components whatsoever. Any fees for the Necessary Third Party Components shall be borne by Entities and paid directly to the vendors of the Necessary Third Party Components, unless otherwise agreed to in writing by the Parties. No additional Third Party Components will be installed in or interfaced to the EMR System without UMCSN’s prior written approval, which shall not be unreasonably withheld.
- 4.2 Staffing Resources. Entities will be required to provide two (2) full-time dedicated team members with a clinical background to participate in the design and build of specialties unique to Entities. Entities will be required to provide one (1) full-time dedicated team member for the Resolute module. Entities will also provide one (1) full-time dedicated team member to focus on infrastructure improvements.
- 4.3 Use of the EMR System. Entities are responsible for all use of the EMR System by Authorized Users, including all those individuals involved in treatment, payment or operations through UNLV Health, while using their user IDs and passwords assigned to or chosen by Entities. Entities shall use the EMR System in accordance with any network security policies (the “Security Policies”) issued by UMCSN from time to time. UMCSN agrees to provide Entities with sufficient notice of these Security Policies and requirements, with such adequate time to respond and implement these changes, as may be necessary. Entities agree to use the EMR System in compliance with UMCSN’s established workflows. If Entities fail to comply with this Section 4.3, UMCSN reserves the right to terminate access to the EMR System. If Entities desire to amend a workflow or create a new workflow, all submissions must be through the account manager or other authorized designated UMCSN personnel, and may only be implemented upon the prior approval of UMCSN. Entities understand and acknowledge that the EMR System is for the purpose of creating an integrated community patient medical record. All financial data and patient scheduling data for Entities will be accessible solely to Entities personnel; however, all patient medical data will be accessible to all authorized users of the EMR System.
- 4.4 Compliance with Laws. Entities shall not use or permit the EMR System to be used (i) in violation of any applicable export laws and regulations (including without limitation any U.S. export laws and regulations); (ii) in violation of any applicable national, state or local

laws or regulations, including without limitation any laws governing access to the EMR System or governing Entities use of patient medical records and other information and materials uploaded to the EMR System by Authorized Users; or (iii) in ways that infringe the rights of others, or interfere with other users of the EMR System or other networks. All Parties shall at all times comply with the provisions of the Nevada law, as applicable, including but not limited to any laws related to patient privacy.

- 4.5 Restrictions. Entities shall not, nor shall it permit Authorized Users to, disassemble, decompile, reverse engineer, copy, modify, create or add interfaces to, transcribe, store, translate, sell, lease, authorize third parties to access, or otherwise transfer or distribute any of the EMR System, the user documentation provided with the EMR System (the “Documentation”) or any of the software applications used to provide the EMR System, in whole or in part, except as expressly permitted under this Agreement. Entities shall not use the EMR System for the benefit of third parties or in a “service bureau” capacity. Entities shall not attempt to interface the EMR System with any non-UMCSN third party system without the express written consent of UMCSN in its discretion.

5. **Ownership.**

- 5.1 EMR System. Except for the express rights granted to Entities under this Agreement, all right, title and interest to the EMR System, the software applications used to provide the EMR System, the Documentation and any other information, software or materials provided to Entities by UMCSN under this Agreement, including all intellectual property rights therein, shall at all times remain solely with UMCSN and/or its licensors and vendors. Entities shall reproduce all copyright and trademark notices appearing on all copies of the Documentation.
- 5.2 Third-Party Software. If UMCSN licenses any third-party software on Entities behalf, should it be necessary, Entities shall execute any required third-party license agreements prior to delivery or installation of the third-party software. If UMCSN installs third-party software at Entities request and acceptance of license terms is affected electronically, Entities authorize UMCSN to accept the third-party license terms on Entities behalf.
- 5.3 Entities User Data. As between Entities and UMCSN, all rights titles and interest in and to the Entities User Data shall at all times remain solely with Entities and shall only be used by UMCSN to the extent necessary to provide the services as set forth under this Agreement.

6. **License and Support Services Fees.**

- 6.1 Ongoing Annual Fees. Entities will pay UMCSN a monthly fee for licensing, maintenance, subscription and support services as set forth on **Exhibit A**. Once per calendar year, UMCSN will review Entities’ business volume and Medical Provider count and shall adjust the fees accordingly.

6.2 Optional Modules, Interfaces and Customizations. In addition to core system components as detailed on Exhibit A, Entities may have the option or may request acquiring EPIC and/or third party additional modules, interfaces or specialized customizations in support of operations with implementation to be completed by UMCSN in a timely manner. Implementation requests by Entities for new Epic modules, interfaces to/from Epic, or additional capabilities/functionality within the EMR System must be contracted through UMCSN. Requests will be submitted in writing to the UMC Director of EHR Services and will be reviewed by UMCSN, UNLV Health and Epic to determine feasibility, level of effort, cost, and other impacts. Approved requests will be evaluated and prioritized in compliance with UMCSN's EHR Governance Program. UMCSN reserves the right to deny any request that could negatively impact UMCSN's operational, clinical or financial viability. UMCSN retains and will exercise final approval of any and all changes to or within the EMR System environment. Entities will be responsible for implementation costs, if applicable, to be calculated using the number of annual outpatient encounters consumed by Entities against the total number of outpatient encounters included in UMCSN's contract with Epic. Additionally, the new Epic modules, interfaces or additional capabilities/functionality may result in an increase in monthly expense to Entities which may require a written amendment to this Agreement.

6.3 No Payment for Referrals. Neither the fees charged to Entities under this agreement nor Entities eligibility to enter into this Agreement were determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties. Except as otherwise set forth in Exhibit A, all undisputed invoices shall be due and payable within thirty (30) days of receipt.

6.4 Late Payments. All undisputed payments not made within thirty (30) days after they become due shall be subject to late charges of one and one-half percent (1.5%) per month, not to exceed five percent (5%) per annum. In addition to any other remedies that may be available, UMCSN may suspend access to the EMR System in the event that payment remains outstanding for more than fifteen (15) days after written notification to the Entities.

7. Term; Termination.

7.1 Term; Renewal. This Agreement shall be effective as of the Effective Date and shall continue, unless earlier terminated as provided herein, for a period of three (3) years. This Agreement may be renewed by mutual written agreement of the Parties for two (2) additional terms of one (1) year each (each a "Renewal Service Period").

7.2 Termination by A Party. Any Party may terminate this Agreement (i) in the event another Party commits a material breach of this Agreement and such breach continues for a period of thirty (30) days following written notice of such breach; or (ii) immediately if another Party makes any assignment of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged in any legal proceeding to be in either voluntary or involuntary bankruptcy. If Entities should terminate this Agreement without cause then Entities shall have the obligation to reimburse UMCSN for any out-of-pocket advances or costs advanced by UMCSN on Entities behalf and which

Entities have not repaid, subject, however, to UMCSN's obligation to mitigate its loss through alternate uses of the services for which such advances were made or costs incurred.

7.3 Termination by UMCSN. UMCSN may terminate this Agreement at any time upon thirty (30) days prior written notice. UMCSN may also terminate the access granted to any component of the EMR System in the event that any license or other agreement under which UMCSN acquires rights to such component expires or terminates, in which event UMCSN shall refund to Entities any prepaid fees attributable to such component for the terminated portion of the Service Period in which such termination occurs.

7.4 Data Transition upon Termination. Upon receiving written notice from UNLV SOM or UNLV Health or Entities, which shall be delivered within ninety (90) days of an effective termination date, UMCSN will (i) provide UNLV SOM or UNLV Health or Entities, as applicable, with a tape(s) or disk(s) (or other such data access processes) containing files with a copy of all of that Party(s) User Data. Alternatively, UNLV SOM or UNLV Health (or Entities) shall be provided archived access in a text-based or other available format, such as a MySQL database export, a set of CSV files or another machine readable format agreed to by that Party(s) in writing. Any necessary informational archiving or extracting of information shall be granted for such time as is necessary (but in no event longer than 180 days) for UNLV SOM, UNLV Health or any third party vendor to complete the work requiring such access to this data. The costs arising out of this Section 7.4 shall be considered to be Additional Services and will be consistent with the UMC EHR Services Consulting rates set forth on Exhibit A.

7.5 Effect of Termination. Upon expiration or termination of this Agreement (i) all rights granted under this Agreement shall terminate, (ii) all Parties shall return all copies of the other Parties Confidential Information, and (iii) Entities shall promptly return all hardware, software and other materials provided by UMCSN under this Agreement. Termination shall not affect obligations that accrued prior to the effective date of termination. The obligations of the Parties under Sections 4, 6.4, 8, 9, 10, 11, 12 and 13 shall survive any expiration or termination of this Agreement.

8. Warranties.

8.1 By UMCSN. UMCSN represents and warrants to Entities that: (i) UMCSN has the full right, power and authority to enter into this Agreement, including all applicable licenses to license the software, services, and EMR System; (ii) it shall perform all services in a professional and workmanlike manner; (iii) the eligibility of Entities for the provision of the EMR System has not been determined in a manner that directly takes into account the volume or value of referrals or other business generated between the Parties; and (iv) neither it nor any person acting on its behalf has taken action to limit or restrict the use, compatibility, or interoperability of the EMR System.

8.2 By Entities. Entities represent and warrant to UMCSN that: (i) Entities have the full right, power and authority to enter into this Agreement; (ii) the Entities data will not infringe or violate the rights of any third party including, but not limited to, intellectual property

rights; will not be abusive; will not be defamatory or obscene; and will not violate any applicable law; (iii) all Medical Providers in UNLV Health's medical practice who currently are and for new additional Providers, if appropriate, shall remain as members of UMCSN's active medical staff throughout the term of this Agreement; (iv) Entities have not made and will not make the provision of the services provided to it under this Agreement a condition of continuing to utilize the health facilities and services offered by UMCSN; (v) the EMR System will be used for no purpose prohibited by the laws or ordinances of the United States or the State of Nevada as now in force or hereinafter enacted; and (vi) the services provided to Entities under this Agreement are not technically or functionally equivalent to items and services that Entities already possesses or has obtained.

8.3 DISCLAIMER. THE WARRANTIES STATED IN THIS SECTION 8 ARE THE ONLY WARRANTIES MADE BY THE PARTIES. THE PARTIES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE. UMCSN DOES NOT WARRANT THAT ENTITIES USE OF THE EMR SYSTEM SHALL BE UNINTERRUPTED OR ERROR-FREE. NO REPRESENTATION OR STATEMENT SHALL BE BINDING UPON UMCSN AS A WARRANTY OR OTHERWISE UNLESS EXPRESSLY CONTAINED IN THIS AGREEMENT.

9. Disclaimer and Limitation of Liability.

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER ANY PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UMCSN'S ENTIRE LIABILITY TO ENTITIES FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO UMCSN UNDER THIS AGREEMENT. ENTITIES ENTIRE LIABILITY TO UMCSN FOR DAMAGES UNDER OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT ACTUALLY DUE AND OWING TO UMCSN UNDER THIS AGREEMENT AT THE TIME OF THE OCCURRENCE GIVING RISE TO SUCH CLAIM.

10. Privileges and Immunities Not Waived.

Notwithstanding any other provision of this Agreement, it is acknowledged by and between the Parties that (1) NSHE is a constitutional entity of the State of Nevada, and (2) UMCSN is a county hospital organized pursuant to Chapter 450 of the Nevada Revised Statutes. Nothing contained in this Agreement shall be construed as a waiver or relinquishment by any Party of any right to claim any exemption, privilege or immunity provided to that Party by law (including Nevada Revised Statutes Chapter 41), including without limitation, any right to terminate (1) this Agreement or (2) any agreement between the Parties contemplated by this

Agreement in the event any funding authority fails to appropriate funds to enable the Party to fulfill its obligations under such agreements.

11. Medical Records Obligations/HIPAA Business Associate Agreement.

The Parties agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto as **Exhibit B** (the “Business Associate Agreement”). It is additionally agreed and established that, UMCSN is not nor shall ever be considered the “Custodian of Records” for any Entities generated records. Any need, obligation or request to produce Entities generated medical records shall rest with Entities, whether legally requested or otherwise and Entities shall designate an employed individual to be recognized as the Custodian of Records. It is additionally agreed that all responsibilities for adherence to HIPAA or HITECH record reproduction timeframes and responsibilities related to Entities records only, shall rest and be the responsibility solely of Entities. UMCSN shall have sole responsibility for all legal and functional issues associated with UMCSN medical records.

12. Confidentiality.

12.1 **Confidentiality.** Except as otherwise provided in the Business Associate Agreement, each Party shall retain in confidence and shall not, without the prior written consent of the other Party(s) (the “Disclosing Party”), disclose in any manner or use, except in performance of its obligations or enjoyment of its rights under this Agreement, any information disclosed to a Party (the “Receiving Party”) by the Disclosing Party and either marked at the time of disclosure as being confidential or identified in writing by the Disclosing Party within thirty (30) days of disclosure to the Receiving Party as being confidential (“Confidential Information”). The EMR System and the Documentation shall be deemed Confidential Information of UMCSN, regardless of how marked or identified. This section shall impose no obligation upon the Receiving Party with respect to any information that: (i) is publicly available at the time received by Receiving Party; (ii) becomes publicly available other than by breach of the Receiving Party’s obligations hereunder; (iii) is known to the Receiving Party prior to receipt from the Disclosing Party; (iv) is received by Receiving Party from a third party if such third party has the right to make such disclosure; (v) is independently developed by the Receiving Party without use of Confidential Information; or (vi) is required to be disclosed by law.

Notwithstanding the preceding, the Parties acknowledge and agree that UMCSN is a public county-owned hospital and UNLV SOM is a constitutionally created entity of the State of Nevada, and both entities are subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, and as such, both Parties’ respective contracts are public documents available to copying and inspection by the public. If any Party receives a demand for the disclosure of any information related to this Agreement which the non-disclosing Party has claimed to be confidential and proprietary, the disclosing Party shall immediately notify the non-disclosing Party of such demand and the non-disclosing Party shall immediately notify the Disclosing Party of its intention to seek any appropriate remedy, including but not limited to relief in a Nevada court proceeding.

- 12.2 Proprietary Financial Data. Without Entities express consent, UMCSN shall not access any of Entities proprietary financial information that may be present within the EMR System database by virtue of Entities implementation of the EMR System. UMCSN shall implement reasonable protections within the EMR System to prevent such access. Nothing herein shall restrict UMCSN from accessing patient health information that will be available to users of the EMR System. UMCSN additionally agrees that a method through which Entities or any other entity or group engaged by UNLV SOM, UNLV Health, or Entities to obtain financial information for billing and operational purposes will be guaranteed a method through which such data can be collected or extracted in usable form. Such access and or ability to extract data will be included in the costs of implementing this Agreement, as further described in Exhibit A.

13. Covenants of Entities.

- 13.1 Access to EMR System. UMCSN, or its delegate, will be permitted at any reasonable time, to enter into or upon and go through and view the EMR System.
- 13.2 Surrender Upon Termination. Possession of the EMR System will be surrendered promptly at the termination or expiration of this Agreement, provided however, Entities data shall be transitioned to Entities as set forth in Section 7.4.
- 13.3 Third-party Agreements. Entities bear the sole responsibility for the negotiation of any agreement(s) with vendors. UMCSN has not provided, nor offered to provide, legal advice with respect to any such agreement(s).

14. General.

- 14.1 Independent Contractors. Except as otherwise provided in this Agreement as to the relationship between UNLV SOM and UNLV Health, the relationship between the Parties shall be that of independent contractors. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture or other relationship. No Party shall have the authority to incur any obligation, contractual or otherwise, in the name or on behalf of any other Party.
- 14.2 Entire Agreement; Conflicting Terms; Amendment. This Agreement, including any exhibits or appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications. This Agreement covers all of the electronic health records items and services furnished by UMCSN to Entities. In the event of a conflict between the terms contained in the body of this Agreement and the terms contained in any exhibit or appendices hereto, the terms contained in the body of this Agreement shall control, except that with respect to any conflict between the terms of this Agreement and the Business Associate Agreement, the terms of the Business Associate Agreement shall control. This Agreement may be modified only by a written agreement dated subsequent

to the Effective Date and signed on behalf of the Parties by their respective duly authorized representatives.

- 14.3 Compliance with Law/Severability. In the event that a Party becomes aware in the future that this arrangement does not comport with the requirements of the federal Stark Law or the federal anti-kickback laws or other applicable law, that Party shall promptly inform the other Parties of this occurrence and all Parties shall meet promptly and endeavor in good faith to take such action as is legally warranted to restore this Agreement to compliance with the law. If the Parties are unable to agree within fifteen (15) days (or such lesser time if required by law) to such amendment(s) to this Agreement as will render the offending provision(s) of this Agreement compliant with law, or if a court of competent jurisdiction or other appropriate legal agency or authority determines that any provision of this Agreement is invalid, illegal or unenforceable, that provision(s) of the Agreement shall be deemed stricken from the Agreement and the remainder of the Agreement shall remain in full force and effect.
- 14.4 Limitation on Actions. Any cause of action by Entities against UMCSN or by UMCSN against Entities with respect to this Agreement must be commenced within one (1) year after the accrual thereof or it shall be barred.
- 14.5 No Waiver. No waiver of any breach of any provisions of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof or thereof, and no waiver shall be effective unless made in writing and signed by the duly authorized representative of the Party to be charged.
- 14.6 Notices. All notices that any Party may give to another Party pursuant to this Agreement shall be in writing and shall be hand delivered or sent by registered or certified mail postage prepaid, return receipt requested, or by overnight courier service, postage prepaid, (i) if to UNLV SOM, to the UNLV SOM Contact set forth in Exhibit A with a mandatory copy to Director of Purchasing and Contracts, University of Nevada, Las Vegas, 4505 S. Maryland Parkway, Las Vegas, Nevada 89154-1033, (ii) if to UMCSN, to 1800 W. Charleston Blvd., Las Vegas, Nevada 89102, to the attention of the CEO and the General Counsel, (iii) if to UNLV Health, 3016 W Charleston Blvd., Las Vegas, Nevada 89102, to the attention of the CEO and President or (iv) to such other address as the receiving Party shall designate by written notice given in accordance with this section.
- 14.7 Assignment; Subcontractors. This Agreement may not be assigned or otherwise transferred by any Party without the prior written consent of the other Parties. Any assignment which is not in accordance with this Section will be void. Notwithstanding anything herein to the contrary, UMCSN may subcontract with other parties for the provision of the EMR System or any of its obligations hereunder. Notwithstanding anything herein to the contrary, any assignment necessary for Entities to subcontract or outsource performance of Entities internal functions to a third party is permitted, including but not limited to services of UNLV Health and/or its subcontractor for billing purposes.

- 14.8 Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument.
- 14.9 Force Majeure. No Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, pandemics, labor conditions, earthquakes, material shortages, or any other cause (whether or not similar to any of the foregoing) beyond the reasonable control of such Party (each a “Force Majeure Event”). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure Event for so long as the Force Majeure Event continues and such Party continues to use commercially reasonable efforts to recommence performance.
- 14.10 Governing Law and Forum. This Agreement and all claims related to it, its execution or the performance of the Parties under it, shall be construed and governed in all respects according to the laws of the State of Nevada, without regard to the conflict of law provisions thereof. Any dispute arising hereunder which cannot be informally resolved shall be brought solely and exclusively in the federal or state courts sitting in Clark County in the State of Nevada, and each Party hereby consents to the sole and exclusive jurisdiction and venue of such courts with regard to such actions.
- 14.11 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMCSN and UNLVSOM for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMCSN's and UNLVSOM's obligations under it shall be extinguished at the end of any of UMCSN's and UNLVSOM's fiscal years in which UMCSN's or UNLVSOM'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. UMCSN and UNLVSOM agree that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMCSN or UNLVSOM, as applicable, of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as of the dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

**BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS**

Recommended:

By: Marc J. Kahn, MD, MBA
Marc Kahn
Dean, Kirk Kerkorian School of Medicine

Date: 05 / 19 / 2023

By: Chris L. Heavey
Chris L. Heavey
Executive Vice President and Provost

Date: 5/31/23

Approved:

By: Keith E. Whitfield
Keith E. Whitfield
President

Date: 6/1/2023

Approved as to Legal Form:

By: Elda M. Sidhu
Elda Luna Sidhu
General Counsel

Date: 05/22/2023

UNLV HEALTH

Approved:

By: JOANN STROBBE
Joann Strobbe, President and CEO

Date: 05 / 18 / 2023

EMR SYSTEM ACCESS AGREEMENT

EXHIBIT A

I. CLIENT CONTACT INFORMATION (subject to change with written notice)

ENTITIES Contacts

Primary General Contact (UNLV Health)

Name: Joann Strobbe, CEO

Phone: 702-780-2147

E-Mail: joann.strobbe@unlv.edu

Primary General Contact (UNLV SOM)

Name: Alison Netski

Phone: 702-780-2147

E-Mail: alison.netski@unlv.edu

Billing Contact (FOR ENTITIES)

Name: Veronica Lynch, Patient Financial Services Director

Phone: (505) 670-5119

E-Mail: veronica.lynch@unlv.edu

Technical Contact (UNLV SOM)

Name: Wonda Riner, MBA, Director of Information Technology

Phone: (702) 895-4212

E-Mail: wonda.riner@unlv.edu

Technical Contact (UNLV Med)

Name: Thomas Strahler, Executive Director of Business Operations

Phone: (702) 596-6960

E-Mail: thomas.strahler@unlv.edu

UMC: Primary General Contact

Name: Maria Sexton

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

Phone: 702-671-6579

E-Mail: Maria.Sexton@umcsn.com

UMC: Technical Contact

Name: Kim Owen-Parker

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

Phone: 702-765-7934

E-Mail: Kim.Owen-Parker@umcsn.com

II. MAXIMUM NUMBER OF AUTHORIZED USERS

Total Maximum Number of Authorized Users permitted to access the EMR System:
450 (with 200 concurrent users at any one time)

Entities may, at any time during the term of this Agreement, increase the maximum number of Authorized Users permitted to access the EMR System by providing prior written notice to UMCSN and paying to UMCSN the then-applicable fees in accordance with UMCSN's then-current pricing methodology.

III. NECESSARY THIRD-PARTY COMPONENTS

Entities are responsible for procuring the following Necessary Third-Party Components to ensure that the software will perform at appropriate speeds to be satisfactory to the end users and optimal for patient care.

- All computers will be required to meet minimal Epic specifications
- All monitors used by clinical staff must be upgraded to 22" or larger

The following is an overview of the hardware requirements that Entities must have in place at all locations that would use the type of hardware in question. All hardware must meet Epic and third party specifications as provided by UMCSN.

- Computers
- Monitors (22" or larger)
- Printers
- Credit card swipers
- Scanners
- E-signature pads, when implemented
- Kiosks, when implemented
- Tablets
- Mobile Devices

In addition, Entities will be required to establish connectivity to the UMCSN network at acceptable speeds to create an optimal Epic end-user experience.

IV. ADMINISTRATIVE AND OTHER EXPENSES

A. *Increases Due to Third-Party Increases:*

UMCSN shall be entitled at any time with prior written notice to pass through to Entities and UMCSN's other clients on an equitable basis (i) any volume-based usage fees associated with updates, upgrades or improvements to the EMR System, (ii) any increases in communications tariffs related to the EMR Services, including, without limitation, government imposed access fees, service provider imposed fees, and (iii)

any increases in fees resulting from changes in regulation or statute, or other similar fees assessed against UMCSN.

V. FEE SCHEDULE

Epic Community Connect Partner Fee Schedule

UNLV Health

Use of Epic modules listed below <i>See Page 2 for cost breakdown details</i>	\$1,094.62	Monthly	Fixed
• Cadence Enterprise Scheduling • Resolute Professional Billing and Patient Accounting • Ambulatory • Grand Central ADT (Includes Prelude)			
Epic Hosting Services	\$27,183.00	Monthly	Fixed
Epic Infrastructure System <i>See Page 2 for cost breakdown details</i>	\$4,115.52	Monthly	Fixed
• InterSystems • InterSystems IRIS			
Outpatient Encounters*	\$1.07 per Encounter	Monthly	Variable
UMC EHR Services Consulting	\$80.00 per Hour	Ad Hoc	Variable
UMC Administrative Fees**	2%	Ad Hoc	Variable

*Monthly cost will be calculated based on number of encounters, as defined in Section 1.1 of the Agreement, in the month multiplied by per Encounter rate.

**Any contract or other agreement for Epic services to which UNLV Medicine enters into as the sole entity, UMC will assess an administrative fee to cover processing time and resources.

Monthly Fixed Fee Details

Module/Service	Used By		Monthly Cost to UMC	Percentage of Module Cost to Total Cost	Fixed or Variable	Amount Owed by UNLV Health
	UMC	UNLV				
Cadence Enterprise Scheduling	X	X	\$4,869	2.13%	F	\$51.85
Resolute Professional Billing and Patient Accounting	X	X	\$5,950	2.60%	F	\$77.43
EpicCare Ambulatory Electronic Health Record	X	X	\$18,293	8.00%	F	\$731.93
OpTime Operating Room Management System	X		\$7,624	3.34%	F	
Grand Central ADT	X	X	\$10,330	4.52%	F	\$233.40
Resolute Hospital Billing and Patient Accounting	X		\$13,696	5.99%	F	
Cupid Cardiology	X		\$3,778	1.65%	F	
Stork Obstetrics	X		\$1,621	0.71%	F	
EpicCare Link	X		\$4,287	1.88%	F	
Secure Chat	X		\$1,234	0.54%	F	
Radiant Radiology	X		\$5,524	2.42%	F	
Phoenix Transplant	X		\$2,349	1.03%	F	
EpicCare Inpatient Clinical System	X		\$84,632	37.02%	F	
Cogito Analytics	X		\$8,655	3.79%	F	
Blood Product Administration Module	X		\$354	0.15%	F	
KB Systems SQL	X		\$525	0.23%	F	
Business Objects XI 4.2 Premium	X		\$1,481	0.65%	F	
Intersystems - Non Production License	X	X	\$730	0.32%	F	\$1.17
Standard Interfaces and Data Connectors	X	X	\$10,611	4.64%	F	\$246.27
InterSystems IRIS - Production	X		\$42,053	18.40%	F	\$3,868.08
Epic Hosting	X	X	\$181,220		F	\$27,183
						\$32,393.14

[Remainder of page left intentionally blank]

EXHIBIT B
BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) is effective this 1st day of June, 2022 (“Effective Date”) by and between UNLV Health and Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“Covered Entities”), and University Medical Center of Southern Nevada (“Business Associate”).

RECITALS

WHEREAS, Covered Entities and Business Associate are parties to an agreement (the “Underlying Agreement” as defined below), pursuant to which Business Associate provides certain services to Entities and, in connection with those services, Covered Entities discloses to Business Associate certain individually identifiable protected health information (“PHI” as defined below) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented from time to time (“HIPAA”) and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act; and

WHEREAS, the parties desire to comply with the HIPAA and HITECH Act Rules for the privacy and security of PHI of patients of Covered Entities.

NOW THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, Covered Entities and Business Associate enter into this Agreement to provide a full statement of their respective responsibilities.

ARTICLE 1

DEFINITIONS

1.1 **Generally**. Unless otherwise provided herein, capitalized terms shall have the same meaning as set forth in the HIPAA regulations, 45 C.F.R. parts 160 and 164.

1.2 **Business Associate**. “Business Associate” shall mean University Medical Center of Southern Nevada.

1.3 **Breach**. “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of protected health information that compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information.

1.4 **Covered Entities**. “Covered Entities” shall mean UNLV Health and Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas.

1.5 **Designated Record Set.** “Designated Record Set” shall mean a group of medical records maintained by or for a covered Entities that is: (i) The medical records and billing records about individuals maintained by or for a covered health care provider, (ii) The enrollment, payment, claims adjudication, and case management record systems maintained by or for a health plan; or (iii) Used in whole or part, by or for the covered Entities to make decisions about individuals. For the purposes of this paragraph, the term *record* means any item, collection or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for a covered Entities.

1.6 **Disclosure.** “Disclosure” shall mean the release, transfer, provision of, access to, or divulging in any other manner of the information outside the Entities holding the information.

1.7 **Electronic Protected Health Information (ePHI).** Electronic Protected Health Information (ePHI) shall have the same meaning as the term Electronic Protected Health Information (ePHI) in 45 C.F.R. § 164.103.

1.8 **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Enforcement and Enforcement Rules at 45 C.F.R., Parts 160 and 164.

1.9 **Individual.** “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.10 **Privacy Rule.** “Privacy Rule” shall mean the privacy provisions of the Standards for Privacy and Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.11 **Protected Health Information or PHI.** The term “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entities.

1.12 **Required By Law.** “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.

1.13 **Secretary.** “Secretary” shall mean the Secretary of the Department of Health and Human Services, or his/her designee.

1.14 **Security Incident.** “Security Incident” shall have the same meaning as the term “Security Incident” in 45 C.F.R. § 164.304.

1.15 **Standards for Privacy and Security.** “Standards for Privacy and Security” shall mean the provisions of the Standards for Privacy and Security of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

1.16 **Underlying Agreement.** Pursuant to an arrangement between the Parties, Business Associate provides services (the “Services”) to Covered Entities that involve the use and disclosure of PHI. Business Associate agrees to use and disclose PHI only as authorized by this Agreement. The Underlying Agreement is dated June 1, 2022 and is titled EMR SYSTEM ACCESS AGREEMENT.

1.17 **Use.** With respect to individually identifiable health information, “Use” shall mean the sharing, employment, application, utilization, examination, or analysis of such information within an Entities that maintains such information.

ARTICLE 2

SCOPE OF USE OF PHI

2.1 **Performance of Agreement.** Business Associate, its employees, agents and independent contractors (collectively referred to as “Business Associate”) may use PHI solely (1) to perform its duties under the Underlying Agreement, (2) as directed by the Covered Entities, (3) as permitted or required by the terms of the Underlying Agreement and this Agreement, and (4) as required by law. All other uses or disclosures not authorized by this Agreement or required by law are prohibited. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entities minimum necessary policies and procedures.

2.1.1 **Additional Permitted Uses.** In addition to those uses and disclosures permitted in order to provide the services referenced above, and except as otherwise provided in this BAA, the Business Associate may also use or disclose PHI it obtains from, maintains, or creates from Covered Entities as follows:

(a) *Use of PHI for Internal Management Purposes.* Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) *Disclosure of PHI for Management/Administration of Business Associate's Business.* Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(c) *Assurances from Subcontractors/Agents.* Business Associate shall not disclose PHI received from, or created or received by Business Associate on behalf of Covered Entities to any agent, including a subcontractor, unless the agent or subcontractor agrees in writing to abide by the same restrictions and conditions on the use or disclosure of PHI that apply throughout this BAA to Business Associate, including those provisions requiring notice to Covered Entities upon the discovery of any misuse or inappropriate disclosure of PHI.

2.2 **Safeguards for Protection of PHI.** Business Associate agrees that it will:

- (a) use commercially reasonable efforts to protect and safeguard from any oral and written disclosure all PHI and ePHI, regardless of the type of media on which it is stored (e.g., written or electronic, etc.), with which it may come into contact in accordance with applicable statutes and regulations, including, but not limited to, HIPAA and the HITECH Act;
- (b) implement and maintain administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of the PHI and ePHI that Business Associate creates, receives, maintains or transmits;
- (c) use appropriate safeguards to prevent use or disclosure of PHI and ePHI other than as permitted by this Agreement or required by law;
- (d) comply, where applicable, to the Security Rule with regard to ePHI; and
- (e) to the extent that Business Associate is to carry out any of Covered Entities obligations under the Privacy Rule, comply with the requirements of the Privacy Rule applicable to Covered Entities in the performance of such obligations.

2.3 **Reporting of Unauthorized Use.** Business Associate shall promptly report to Covered Entities, in writing, within ten (10) days of discovery or as soon as reasonably practical and in no case later than that allowed under HIPAA, any unauthorized acquisition, access, use or disclosure of PHI in violation of this Agreement or any law, or any Security Incident (“Breach”). Such written notice to Covered Entities shall include the id of each individual whose PHI was, or was reasonably believed to have been, breached; a brief description of what happened, including the date of the Breach and date of discovery of the Breach; a description of the PHI that was involved in the Breach; any steps the individual(s) should take to protect themselves from potential harm from the Breach; a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s) and protect against further Breaches; and contact procedures for individual(s) to ask questions or get additional information. Business Associate shall implement and maintain sanctions against any employee, subcontractor or agent who violates the requirements of this Agreement or the HIPAA or HITECH Act regulations. Business Associate shall take steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.4 **Use of Subcontractors.** To the extent Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents create, receive, transmit or access PHI, Business Associate agrees that it will ensure that each such subcontractor or agent shall agree, in writing, to all of the same restrictions, terms and conditions that apply to Business Associate in this Agreement, including but not limited to implementation of reasonable and appropriate safeguards to protect ePHI.

2.5 **Breach or Misuse of PHI.** Business Associate understands and agrees that any breach of confidentiality or misuse of information found in and obtained from PHI may result in the termination of the Underlying Agreement.

ARTICLE 3

AVAILABILITY, AMENDMENT OF PHI

3.1 **Availability of PHI.** If Business Associate maintains a Designated Record Set on behalf of Covered Entities, Business Associate agrees to provide access, at the request of Covered Entities, and in the time and manner designated by Covered Entities, to PHI in the Designated Record Set, to Covered Entities or, as directed by Covered Entities, to an Individual in order to meet the requirements of 45 C.F.R. §164.524.

3.2 **Amendments to PHI.** If Business Associate maintains a Designated Record Set on behalf of Covered Entities, Business Associate agrees to make any amendment(s) to the PHI in a Designated Record Set that the Covered Entities directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entities or an Individual, and in the time and manner designated by Covered Entities.

ARTICLE 4

ACCOUNTING AND INSPECTIONS

4.1 **Accounting of Disclosures.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

4.2 **Provide Accounting.** Business Associate agrees to provide to Covered Entities or an Individual, in time and manner designated by Covered Entities, information collected in accordance with Section 4.1 of this Agreement, to permit Covered Entities to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

4.3 **Access by DHHS.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from Covered Entities or created or received by Business Associate on behalf of Covered Entities available to the Secretary of the Department of Health and Human Services or designee (“DHHS”) for purposes of determining Covered Entities compliance with HIPAA, the HITECH Act and the corresponding privacy and security regulations. Upon Covered Entities request, Business Associate shall provide Covered Entities with copies of any information it has made available to DHHS under this section of the Agreement.

ARTICLE 5

OBLIGATIONS OF COVERED ENTITIES

5.1 **Notice of Privacy Practices.** Covered Entities shall provide Business Associate with the notice of privacy practices that Covered Entities produces in accordance with 45 C.F.R. §164.520, as well as any changes to such notice.

5.2 **Changes in Use of PHI.** Covered Entities shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

5.3 **Restrictions on Use of PHI.** Covered Entities shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entities has agreed to in accordance with 45 C.F.R. § 164.522.

ARTICLE 6

TERM/TERMINATION

6.1 **Term and Termination.** This Agreement shall terminate when all of the PHI and ePHI provided by Covered Entities to Business Associate or created or received by Business Associate on behalf of Covered Entities, is destroyed or returned to Covered Entities, or, if it is not feasible to return or destroy the PHI or ePHI, protections are to extend to such information, in accordance with the provisions of this Agreement.

6.2 **Termination After Notice and Right to Cure.** If the Covered Entities reasonably determine that the Business Associate has committed a material breach of this Agreement, Business Associate shall have thirty (30) calendar days, after delivery from Covered Entities of written notice pursuant to Section 8.2, to remedy the breach and provide evidence of cure to the Covered Entities. If such material breach is not cured within that time, Covered Entities may terminate this Agreement or the Underlying Agreement without additional notice to Business Associate. For the purposes of this Agreement, material breach shall include, but not be limited to, improper use or disclosure of PHI or failure to implement protective safeguards or diminution of Business Associates' reported security procedures which are satisfactory to the Covered Entities, as determined by the Covered Entities in its sole discretion.

6.3 **Termination After Repeated Material Breaches.** Covered Entities may terminate this Agreement and the Underlying Agreement without penalty if Business Associate commits repeated material breaches of this Agreement or any provision hereof, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same. Repeated material breach means more than one material breach of this Agreement.

6.4 **Return and Destruction of PHI.** Within fifteen (15) business days of the expiration or earlier termination of this Agreement or Underlying Agreement for whatever reason, Business Associate agrees that it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Covered Entities, that Business Associate maintains in any form, and retain no copies of such information.

6.5 **No Feasible Return and Destruction of PHI.** To the extent such return or destruction of PHI is not feasible, Business Associate shall extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information unfeasible. Business Associate shall remain bound by the provisions of this Agreement, even after termination of this Agreement or the Underlying

Agreement until such time as all PHI has been returned or otherwise destroyed as provided in this section.

6.6 **Effect of Termination.** All rights, duties and obligations of Business Associate established in this Agreement shall survive the termination of this Agreement.

ARTICLE 7

INDEMNIFICATION

7.1 Intentionally omitted.

7.2 Intentionally omitted.

7.3 Intentionally omitted.

ARTICLE 8

OTHER PROVISIONS

8.1 **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with HIPAA and the HITECH Act and the regulations promulgated thereunder. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entities to comply with the Standards for Privacy and Security, HIPAA, the HITECH Act and any amendments thereto.

8.2 **Notice.** All notices and other communications required or permitted pursuant to this Agreement shall be in writing, addressed to the party at the address set forth at the end of this Agreement, or to such other address as either party may designate from time to time. All notices and other communications shall be mailed by registered or certified mail, return receipt requested, postage pre-paid, or transmitted by hand delivery or telegram. All notices shall be effective as of the date of delivery of personal notice or on the date of receipt, whichever is applicable.

8.3 **Amendments.** The parties recognize that this Agreement may need to be modified from time to time to ensure consistency with amendments to and changes in applicable federal and state laws and regulations, including, but not limited to, HIPAA and the HITECH Act. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. No oral statement or prior written material not specifically mentioned herein shall be of any force or effect and no change in or addition to this Agreement shall be recognized unless evidenced by a writing executed by Covered Entities and Business Associate, such amendment(s) to become effective on the date stipulated therein. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entities to comply with the requirements of the Standards for Privacy and Security, HIPAA, the HITECH Act and any amendments thereto.

8.4 **Assignment.** Covered Entities has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business

Associate's interest under this Agreement may not be transferred or assigned or assumed by any other person, in whole or in part, without the prior written consent of Covered Entities.

8.5 **Governing Law.** The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Agreement, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Agreement shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Business Associate expressly consents to the jurisdiction of said court.

8.6 **Headings.** Headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.7 **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

8.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute but one Agreement.

8.9 **Gender and Number.** The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given an effect of any exclusion or limitation herein. The use of the word "person" or "party" shall mean and include any individual, trust, corporation, partnership or other Entities.

8.10 **Priority of Agreement.** If any portion of this Agreement is inconsistent with the terms of the Underlying Agreement, the terms of this Agreement shall prevail. Except as set forth above, the remaining provisions of the Underlying Agreement are to be ratified in their entirety.

8.11 **No Construction Against Drafter.** This Agreement is not to be construed against the drafting party.

8.12 **Authority To Contract.** Each party represents and warrants that said party is authorized to enter into this Agreement and to be bound by the terms of it.

8.13 **Waiver.** The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provision hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.

8.14 **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be effective the day and year first above written.

BUSINESS ASSOCIATE:

APPROVED:

BY: _____
Name: _____ Date _____

Title: _____

Address for Notices

Attn: Legal Department, 1800 W. Charleston Blvd., Las Vegas, NV 89102

COVERED ENTITIES:

APPROVED:

UNLV Health

BY: JOANN STROBBE _____ 05 / 18 / 2023
Name: _____ Date _____

Title: President & CEO _____

Address for Notices:

3016 W. Charleston Blvd, Suite 100, Las Vegas, NV 89102

APPROVED:

Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

BY: _____
Name: _____ Date _____

Title: _____

Address for Notices:

3014 W. Charleston Blvd, Suite 150, Las Vegas, NV 89102

Title	EPIC contract
File name	Epic Contract for Signautre.pdf
Document ID	455fee13687d268acc4ef1263367449a164ac8a6
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	05 / 17 / 2023 09:43:03 UTC-7	Sent for signature to Joann strobbe (joann.strobbe@unlv.edu) from evan.sade@unlv.edu IP: 131.216.140.20
 VIEWED	05 / 17 / 2023 11:53:25 UTC-7	Viewed by Joann strobbe (joann.strobbe@unlv.edu) IP: 131.216.140.20
 SIGNED	05 / 18 / 2023 12:44:34 UTC-7	Signed by Joann strobbe (joann.strobbe@unlv.edu) IP: 131.216.140.20
 COMPLETED	05 / 18 / 2023 12:44:34 UTC-7	The document has been completed.

Title	EPIC Contract
File name	EPIC Contract.pdf
Document ID	9808786be4dd825c0998b836549fb76cdffe2e3c
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

05 / 19 / 2023

10:53:08 UTC-7

Sent for signature to Marc Kahn (marc.kahn@unlv.edu) from
taylor.lam@unlv.edu
IP: 131.216.140.20



VIEWED

05 / 19 / 2023

11:01:16 UTC-7

Viewed by Marc Kahn (marc.kahn@unlv.edu)
IP: 131.216.140.50



SIGNED

05 / 19 / 2023

11:01:37 UTC-7

Signed by Marc Kahn (marc.kahn@unlv.edu)
IP: 131.216.140.50



COMPLETED

05 / 19 / 2023

11:01:37 UTC-7

The document has been completed.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

GOVERNING BOARD

AGENDA ITEM

Issue:	Eighth Amendment to Preliminary Affiliation Agreement with UNLV and the UNLV School of Medicine	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 Eighth Amendment to Preliminary Affiliation Agreement with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas; or take action as deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000824000	Funded Pgm/Grant: N/A
Description: Residency and Academic Mission Support for Academic Year 2023 - 2024	
Bid/RFP/CBE: N/A	
Term: Amendment 8 – Academic Year 2023 - 2024	
Amount:	
Academic Year 2023 - 2024	
Academic Mission Support	NTE \$ 3,745,385.16
Resident Salaries	NTE \$16,104,243.00

NTE Total	NTE \$19,849,628.16

Out Clause: Terminates early upon execution of an Academic Health Center Master Affiliation Agreement

BACKGROUND:

On May 25, 2016, the Governing Board approved the Preliminary Affiliation Agreement (“Agreement”) with the Board of Regents of the Nevada System of Higher Education on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas (“UNLV School of Medicine”) under which both parties agreed to work together to set the framework for the creation of a premier academic health center that integrates the expertise of UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

Cleared for Agenda
June 28, 2023

Agenda Item #

13

This Eighth Amendment requests to amend Section 6 on requirements for resident salary reimbursement to set the Resident Salaries and Academic Mission Support for Academic Year 2023 - 2024.

The parties are authorized to enter into this Agreement pursuant to Article 11, Section 4 of the Constitution of the State of Nevada; Chapters 396, 450 and 277 of the Nevada Revised Statutes; and certain other inherent, express, and necessarily implied powers and authority.

UMC's Academic & External Affairs Administrator has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

The Department of Business License has determined that UNLV School of Medicine is not required to obtain a Clark County business license nor a vendor registration since School is part of the Nevada System of Higher Education, which is an entity of the State of Nevada.

EIGHTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS EIGHTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this "Eighth Amendment"), is entered into by and between the Board of Regents of the Nevada System of Higher Education ("NSHE"), on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas ("UNLV") (hereinafter referred to as "UNLV School of Medicine") and the University Medical Center of Southern Nevada ("UMC") with the intent it be effective on July 1, 2023.

WITNESSETH

WHEREAS, the parties entered into that certain Preliminary Affiliation Agreement, dated June 21, 2016 setting forth the framework for the creation of a premier academic health center that integrates the expertise of the UNLV School of Medicine with the resources of UMC to enhance teaching, promote health care innovation, and improve access to health care for Southern Nevadans.

WHEREAS, the parties executed that certain First Amendment to the Preliminary Affiliation Agreement, dated on or about December 14, 2016, for the purpose of amending Section 13.2 of the Preliminary Affiliation Agreement.

WHEREAS, the parties executed that certain Second Amendment to the Preliminary Affiliation Agreement, dated on or about June 30, 2017, for the purpose of amending Section 3.1 (Master Affiliation Agreement for GME), Section 6 (Professional Services and Academic Support) and adding Section 15 (Electronic Health Records) to the Preliminary Affiliation Agreement.

WHEREAS, the parties subsequently executed that certain Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment to the Preliminary Affiliation agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

WHEREAS, UMC has attempted unsuccessfully to engage in negotiations toward an Academic Health Center Master Affiliation Agreement. Dispute resolution proceedings have commenced with respect to UNLV's engagement with third parties, which UMC claims to violate the Preliminary Affiliation Agreement. If affirmed, UMC will seek earlier termination of the Preliminary Affiliation Agreement.

WHEREAS, the UNLV School of Medicine and UMC desire to amend Schedule 1 to the Preliminary Affiliation Agreement in order to set forth UMC's funding of resident salaries and its academic mission support for Academic Year 2023-2024.

WHEREAS, capitalized terms not defined herein have the meanings given to such terms in the Preliminary Affiliation Agreement.

WHEREAS, the parties hereto expressly reserve any and all available rights, remedies and defenses, either at law or in equity, under the Preliminary Affiliation Agreement, and nothing contained in or omitted from this Eighth Amendment is or shall be deemed to be a limitation, restriction or waiver of any of the UNLV School of Medicine's or UMC's remedies or defenses under the Preliminary Affiliation Agreement.

Page 170 of 250

NOW, THEREFORE, NSHE, UNLV, UNLV School of Medicine and UMC agree that the Preliminary Affiliation Agreement is amended as follows:

1. **Incorporation.** The recitals set forth above are hereby incorporated into and made part of this Eighth Amendment.

2. Schedule 1

In accordance with Section 6 of the Preliminary Affiliation Agreement, Schedule 1 is hereby amended and replaced with a new Schedule 1, attached hereto, for Academic Year 2023-2024.

3. No Further Modifications

Except as modified in this Eighth Amendment, all other terms and conditions of the Preliminary Affiliation Agreement, as amended, shall remain unchanged and in full force and effect. To the extent of a conflict between the terms of the Preliminary Affiliation Agreement and the terms of this Eighth Amendment, the terms of this Eighth Amendment shall prevail. This Eighth Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Eighth Amendment on dates set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION,
on behalf of the Kirk Kerkorian School of Medicine at the University of Nevada, Las Vegas

By: Marc J. Kahn, MD, MBA
Marc Kahn, M.D.
Dean, UNLV School of Medicine

Date: 06 / 20 / 2023

By: KE Whitfield
Keith E. Whitfield
President, University of Nevada, Las Vegas

Date: 06 / 20 / 2023

Approved as to Legal Form:

By: Elda M. Sidhu
Elda Luna Sidhu
General Counsel, University of Nevada, Las Vegas

Date: 06 / 20 / 2023

SCHEDULE 1

Residency and Academic Mission Support – Academic Year 2023-24

In furtherance of the common mission of the academic health center, UMC has agreed to provide academic mission support to UNLV School of Medicine, its primary and preferred medical education affiliate, for the purpose of ongoing joint efforts in the areas of teaching, research and/or community service.

ACADEMIC MISSION SUPPORT: [Not to exceed \$3,745,385.16]

For the purpose of joint efforts in the areas of teaching, Academic Mission Support will be calculated as follows:

[monthly invoiced FTE resident count] *multiplied by* [avg. monthly resident salary support per FTE] *multiplied by* 22.5% [twenty-two and one-half percent]

EXAMPLE: 204.78 X \$6774 x .225 = \$312,115.43

Academic Mission Support will be paid within thirty days of approved resident salary invoice (see below).

RESIDENT COMPENSATION FOR THE 2023-2024 ACADEMIC YEAR:

Resident Salaries (inclusive of benefits): Not to exceed \$16,104,243.00 (amounts will be paid monthly upon receipt of an invoice in accordance with Section 6.1(c) and the table reflecting the applicable resident FTEs below.)

Program UMC FTE's	PGY1	PGY2	PGY3	PGY4	PGY5	PGY6	Total
Cardiology				1.86	1.92	2.30	6.08
Child & Adolescent Psychiatry				0.63			0.63
Critical Care Track				3.00	3.00		6.00
Emergency	6.00	6.00	6.00				18.00
Endocrinology				0.93	1.14		2.07
Family	5.00	4.00	4.00				13.00
Family Medicine Rural	2.00	0.17	0.17				2.34
Forensic Psychiatry							0.00
Gastroenterology				0.99	1.06	1.07	3.12
Geriatrics				0.98			0.98
General Surgery	3.96	3.31	2.32	2.46	2.97		15.02
Internal Med	22.12	18.47	16.33				56.92
OB/GYN	3.50	2.72	3.00	2.81			12.03
Ortho	3.57	3.46	4.00	2.84	2.85		16.72
Otolaryngology	1.90	0.91	1.83	0.90	0.90		6.44
Pediatrics	5.16	3.51	4.60				13.27
Pediatric Emergency Med (New FY20)	1.85	1.85	1.85				5.55
Plastics	1.00	1.00	1.00	1.00	1.00	2.00	7.00
Psychiatry	5.00	4.00		1.25			10.25
Pulmonary Critical Care/Critical Care Track				2.30	1.82	2.24	6.36
Sports Medicine							0.00
Surgical Critical Care						3.00	3.00
Total UMC FTE's	61.06	49.40	45.10	21.95	16.66	10.61	204.78

In addition to the time spent at UMC and other rotations set forth in the Master Affiliation Agreement for Graduate Medical Education, the above FTE amounts may include approved out-of-state elective rotations for educational experiences not currently available in the local area that enhance the GME educational program in accordance with the terms of the Preliminary Affiliation Agreement.

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

Issue:	Third 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 review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Third Amendment to RFP 2018-01 Agreement with Compass Group for Food Services and Clinical Nutrition Management Services (Lot 2); 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 3 – exercise renewal option 12/31/2023 to 12/31/2025	
Amount: Amendment 3 – additional NTE \$12,423,760.00; Total cumulative \$37,542,759.98	
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. In June of 2019, the parties executed a First Amendment revising the annual not to exceed amount to \$4,800,000, and in May of 2022, a Second Amendment to further revise the annual not to exceed amount to support increased inflationary costs.

This Third Amendment requests to exercise the option to extend the Agreement term through December 31, 2025, and increase funding for the renewal term to account for adjustments to the patient day rate and number of patient days that have increased. All other terms, conditions, and stipulations contained in the Agreement are unchanged.

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.

Compass Group USA, Inc. has a Clark County Business License.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their June 21, 2023 meeting and recommended for approval by the Board of Hospital Trustees.

Cleared for Agenda
June 28, 2023

Agenda Item #

14

**THIRD 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 Third Amendment (“**Amendment**”) is dated as of the date last signed by the parties below (“**Amendment Effective Date**”), and is between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital (“**Hospital**”), and COMPASS GROUP USA, INC., a Delaware corporation (“**Company**”).

BACKGROUND

A. Hospital entered into an Agreement for Food Services and Clinical Nutrition Management Services (Lot 2) RFP 2018-01 with Company dated December 12, 2018, as amended (the “**Agreement**”).

B. The parties mutually agree to exercise the option to extend the Agreement.

ACCORDINGLY, the parties agree to amend the Agreement as follows:

1. The first whereas clause in the Witnesseth section of the Agreement is deleted in its entirety and replaced with the following language: “WHEREAS, COMPANY has the personnel and resources necessary to perform the SERVICES at the location(s) identified in Exhibit A (“Location” or “Locations”) and with a budget allowance not to exceed \$6,211,880.00 annually, including all travel, lodging, meals, and miscellaneous expenses, as further described herein; and”

2. Section I of the Agreement (**Term of Agreement**) is hereby amended such that the Initial Term of the Agreement is extended through December 31, 2025. For clarity, the remainder of Section I is unchanged.

3. 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 \$6,211,880.00 annually for the Services.”

4. The table under Subsection 2.2(a) of Exhibit A-1 (**FNS Services**) is deleted and replaced with the following:

Per Patient Day Rate	Variable Rate	Projected Number of Patient Days
\$15.28	\$8.88	404.70 patient days (based on 147,715 annual patient days)

5. All other terms, conditions and stipulations contained in the Agreement shall remain in full force and All other terms, conditions and stipulations contained in the Agreement remain in full force and effect, except that if there is a conflict between this Amendment and the Agreement, this Amendment controls. Unless otherwise defined in this Amendment, all capitalized terms have the meanings ascribed in the Agreement. This Amendment may be executed in one or more counterparts. Each counterpart is 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 written below.

**UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA**

COMPASS GROUP USA, INC.

By: _____

By: _____

Name: Mason Van Houweling
(Please Print)

Name: Robert H. Kuttah
(Please Print)

Title: CEO

Title: CEO, Healthcare

Dated: _____

Dated: _____

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

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:		Compass Group USA, Inc				
(Include d.b.a., if applicable)						
Street Address:		400 Northridge Rd		Website: www.compass-usa.com		
City, State and Zip Code:		Sandy Springs, GA 30350		POC Name: Joyce Kruesopon Email: joycekruesopon@compass-usa.com		
Telephone No:		714 319-2896		Fax No:		
Nevada Local Street Address: (If different from above)		1800 W. Charleston Blv		Website:		
City, State and Zip Code:		Las Vegas, NV 89102		Local Fax No:		
Local Telephone No:		702 383-2000		Local POC Name: Alan Levine Email: Alanlevine@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)
Adrian Llewelyn Meredith	President & CFO	
Daniel Malcolm Thomas	Sr. Vice President and Treasurer	
Jennifer McConnell	Executive VP, General Counsel	

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	Joyce Kruesopon Print Name
Regional Vice President	March 14, 2021 Date

DISCLOSURE OF RELATIONSHIP

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

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

* 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**

Petitioner: Mason Van Houweling, Chief Executive Officer

Recommendation:

That the Governing Board recommend for approval by the Board of County Commissioners, also sitting as the University Medical Center of Southern Nevada Hospital Board of Trustees, the settlement in the matter regarding the Estate of Porfirio Rea; and authorize the Chief Executive Officer to execute any necessary settlement documents. (For possible action)

FISCAL IMPACT:

Fund #: 7640.000

Fund Center: 3000867500

Fund Name: UMC Malpractice and Liability Fund

Amount: \$150,000.00

BACKGROUND:

In order to resolve an allegation of negligence against University Medical Center of Southern Nevada ("UMC") and avoid litigation, UMC seeks approval to settle the matter for the total amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), inclusive of all attorney's fees and costs, with no admission of wrongdoing, and to mitigate the unknown costs of potential litigation. The settlement is recommended by UMC Administration and UMC's Office of General Counsel.

Cleared for Agenda
June 28, 2023

Agenda Item #

15

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement"), is entered into by and between ROBERT MCMASTER, as Special Administrator of the ESTATE OF PORFIRIO REA ("Releasor"), and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC"). UMC and Releasor (the "Parties" and each individually, a "Party"), agree as follows:

BACKGROUND

On or about June 23, 2022, Porfirio Rea went to UMC to receive treatment, and shortly thereafter, passed away due to an incident (the "Incident").

On or about March 28, 2023, Petitioner, ROBERT MCMASTER, by and through the RICHARD HARRIS LAW FIRM, commenced a probate matter, bearing case number P-23-115969-E, in the Eighth Judicial District Court for the state of Nevada, County of Clark, by way of filing an Ex Parte Application for Appointment of Special Administrator and for Issuance of Letters of Special Administration ("Ex Parte Application").

On or about April 4, 2023, an Order Appointing Special Administrator was filed with the Court, thereby appointing ROBERT MCMASTER as Special Administrator of the ESTATE of PORFIRIO REA, and the Notice of Entry of Order for the Order Appointing Special Administrator was filed on or about April 5, 2023.

Without UMC admitting liability or fault, and in compromise of the Parties' positions and rights, the Parties now wish to forever resolve, compromise and settle all claims and disputes that the Parties may now or in the future have, known or unknown, regarding the Incident.

THEREFORE, in consideration of the recitals, covenants, releases, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. **BACKGROUND INCORPORATED.** The Background set forth above is hereby incorporated into and made a part of this Agreement by this reference with the same force and effect as if fully set forth herein.
2. **DISPUTE.** A dispute (the "Dispute") arose amongst the Parties as to the Incident.
3. **CONSIDERATION.** The Parties agree that in consideration for the Release (as provided in Section 4) of all claims by Releasor, UMC agrees to pay Releasor, in a check made payable to Releasor's counsel, a total of ONE HUNDRED AND FIFTY THOUSAND DOLLARS and 00/100 (\$150,000.00) (the "Settlement Amount"). The Parties shall each bear their own attorneys' fees and costs, and none of the Parties shall owe any other Party to this Agreement any other amount. This Agreement is contingent upon and subject to a

recommendation for approval by the UMC Governing Board and approval by the UMC Hospital Board of Trustees. Releasor expressly acknowledges and agrees that this Agreement is contingent upon such recommendation for approval and approval.

4. **RELEASE.** As further consideration of this Agreement, Releasor, on behalf of the ESTATE OF PORFIRIO REA and Porfirio Rea's issue, heirs, successors, and assigns, and all representatives, agents and attorneys of the foregoing, does hereby release, waive, relinquish, disavow and forever discharge UMC, the UMC Hospital Board of Trustees, members of UMC's Hospital Board of Trustees, the UMC Governing Board, members of UMC's Governing Board, and UMC's directors, officers, employees, agents, attorneys of the foregoing, affiliates, subsidiaries, related entities, successors and assigns, and the County of Clark, Nevada (collectively, "Releasees"), of and from any and all claims, actions, or causes of action, including, without limitation, any claims for contract or tort damages, punitive damages, misrepresentation, violation of any law, statute, or administrative regulation, including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983, and the Americans with Disabilities Act ("ADA"), and any other damages or loss or other form of relief, debts, demands, payments, rights, obligations, loss, judgments, awards, attorneys' fees, costs, interests, damages, lawsuits, liabilities, claims for reimbursement for costs or expenses, offsets, counterclaims and defenses to collection or enforcement, benefits and causes of action of whatever kinds, nature or character, known or unknown, suspected, fixed or contingent, past, present, or future, in law or in equity, that the ESTATE OF PORFIRIO REA and Porfirio Rea's issue, heirs, successors, and assigns, and all representatives, agents and attorneys of the foregoing, have, have had, or may have against the Releasees from the beginning of time through and including the date of this Agreement, relating to in any way to the Incident.
5. **UNKNOWN CLAIMS.** The releases set forth in Section 4 of this Agreement are executed with the full knowledge and understanding by the Parties that there may be more serious consequences or damages as a result of the Incident, which are now not known, and that more serious and permanent consequences may result from the Incident. The Parties knowingly, voluntarily, and expressly waive, to the fullest extent permitted by law, any and all rights they may have under any statute or any common law principle that would limit the effect of the foregoing releases based upon their knowledge at the time they executed this Agreement. The Parties understand the provisions of this Section knowingly and voluntarily enter into this waiver with the intention of executing this Agreement to discharge each other and all persons and entities released herein from any and all present and future, foreseen and unforeseen, known and unknown claims and causes of action, including, but not limited to, all matters relating in any way to the Incident. The Parties acknowledge and agree that this waiver is an essential and material term of this Agreement, and that, without such waiver, the Agreement would not have been entered into.
6. **NO ADMISSIONS.** This Agreement is a compromise and is not to be construed as an admission of liability on the part of any Party. Neither the Settlement Amount, nor the execution of this Agreement itself, constitutes an admission of liability on the part of the Releasees. The Settlement Amount is made in consideration of compromise and full settlement of disputed claims, and the Releasees expressly deny any and all liability.

7. **NO REPRESENTATIONS MADE.** No representation of any kind concerning any subject has been made by or on behalf of the Parties or any of the Releasees which has in any way influenced the Parties' decision to enter into this Agreement.
8. **NON-DISPARAGEMENT.** The Parties agree and covenant that that they will not make any derogatory remarks or statements about any other Party to any person or group. This covenant shall apply to all forms of communication, without limitation, whether oral or written, electronic, by comment to third party or media outlet, via all forms of internet and social media. This obligation of this non-disparagement provision extends to the Parties' respective counsel, without limitation. This non-disparagement provision is a material term of this Agreement and its violation shall constitute a breach of this Agreement.
9. **NO ASSIGNMENT OF CLAIMS.** Releasor represents, warrants, and agrees that it/he is the lawful owner of the right, title, and interest in and to every one of the claims or other matters released herein and it has not assigned or transferred, nor purported to or attempted to assign or transfer, to any person or entity any of the claims or other matters released herein. Releasor further warrants that it/he will not in the future assign or transfer any of the claims or other matters released herein and will defend, indemnify, and hold the Releasees harmless from any and all future claims arising out of the claim.
10. **SATISFACTION OF CLAIMS.** Releasor acknowledges that certain medical providers, Medicare, Medicaid, the Centers for Medicare and Medicaid Services ("CMS"), or other persons or entities may have lien or subrogation rights resulting in payments to or on behalf of the ESTATE OF PORFIRIO REA with regard or related to the Incident and/or Dispute described herein. Releasor expressly agrees that it/he is solely responsible for satisfying any and all liens and/or reimbursements and Releasor agrees to satisfy any and all liens and/or reimbursements from the proceeds of the Settlement Amount and hereby agrees to hold harmless and indemnify the Releasees from any demands, actions, causes of action, liens, or claims of lien based upon any lien claim or subrogation rights claimed by any person or entity with respect to the incident described herein. By entering into this Agreement, Releasor and the Releasees do not intend to shift responsibility of future medical benefits to the Federal Government or CMS, and the Parties intend all responsibility for future medical benefits to befall Releasor

Releasor further agrees that if Releasor is required to set aside or repay any portion or all of the Settlement Amount to reasonably protect Medicare's interest under the §1395(y) of the Medicare Secondary Payer Statute ("MSP"), or any law related thereto, Releasor will be solely responsible for setting aside or repaying such monies from their own funds. Releasor also agrees to defend, indemnify and hold harmless the Releasees and their attorneys for the consequences of any loss of Medicare benefits or for any recovery CMS may pursue against the Releasees and their attorneys. In addition, Releasor waives and releases any right to bring any action against the Releasees and their attorneys under §1395(y) of the MSP.

- 11. INDEMNIFICATION BY RELEASOR.** Releasor hereby agrees and understands that the objective and intention of the Releasees is to be released from any and all liability arising out of the Incident and/or Dispute including, but not limited to, any and all claims by Medicare and/or Medicaid and/or any other government payer, any and all subrogation claims brought by any insurance company or third party, and any and all other suits or claims arising out of the Incident and/or Dispute that have been or may be asserted against Releasees, to the full extent of this Agreement as provided in Section 4 (“RELEASE”) hereinabove. Therefore, Releasor hereby agrees to DEFEND, HOLD HARMLESS AND TO INDEMNIFY the Releasees from any and all claims, causes of actions, demands or suits of any kind arising out of or related to the Incident and/or Dispute that are subject to the Release given by Releasor in Section 4 (“RELEASE”) hereinabove, including without limitation, any and all claims, causes of action, demands or suits of any kind related to any payment made to or on behalf of Porfirio Rea related to medical treatment, hospitalization or other medical expenses that was received or will receive in the future related to the injuries or damages arising out of the Incident and/or Dispute.
- 12. ADVICE OF COUNSEL.** Each Party to this Agreement acknowledges that they had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- 13. SUCCESSORS.** The Parties hereby bind themselves, their companies, corporate entities, legal entities, affiliates, subsidiaries, guardians, agents, attorneys, legal representatives, fiduciaries, successors, predecessors, principals, officers, members, directors, representatives, partners, business owners, managers, corporate personnel, licensees, employees, servants, heirs, issue, spouses, administrators, executors, trusts, trustors, trustees, assignees, personal representatives, sureties, and guarantors to this Agreement and to each of its terms and conditions.
- 14. NO INTERPRETATION OF CAPTIONS OR HEADINGS.** The captions and headings within this Settlement Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.
- 15. POST-EXECUTION SURVIVAL.** The representations, warranties, agreements, and promises made in this Agreement which are contained herein shall survive the execution of this Agreement indefinitely.
- 16. NEUTRAL INTERPRETATION AND COUNTERPARTS.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Furthermore, this Agreement may be executed by facsimile, electronic signature, or

scanned signature of any Party thereto, it being agreed that the facsimile, electronic signature, or scanned signature of any Party hereto shall be deemed an original for all purposes. This Agreement is not and shall not be effective, however, unless and until each signatory to this Agreement executes the original and/or a counterpart.

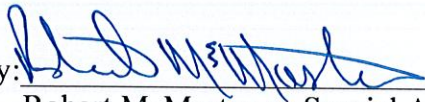
- 17. ENTIRE AGREEMENT.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. All prior and contemporaneous discussions, writings and negotiations have been and are merged into and superseded by this Agreement. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.
- 18. AMENDMENTS, MODIFICATIONS, ADDENDUMS, AND REVISIONS.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, addendum, or revision to this Settlement Agreement shall be valid, unless it is in writing and signed by all of the Parties to this Agreement, in which event there need be no separate consideration, therefore.
- 19. SEVERABILITY.** If any part of this Agreement shall be determined to be illegal, invalid, or unenforceable, that part shall be severed from this Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.
- 20. NO WAIVERS.** No waiver or indulgence of any breach or series of breaches of this Agreement shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Agreement, and no waiver shall be valid, unless executed in writing by the waiving Party.
- 21. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Nevada (regardless of the laws that might otherwise govern under applicable Nevada principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.
- 22. ATTORNEYS' FEES.** Each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement.
- 23. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement. Copies of original signatures sent by facsimile, portable

document format (PDF), or other electronic imaging means shall be deemed to be originals for all purposes of this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

BY SIGNING BELOW, RELEASOR REPRESENTS THAT IT/HE HAS COMPLETELY AND CAREFULLY READ THE TERMS OF THIS AGREEMENT. RELEASOR ACKNOWLEDGES THAT THE TERMS OF THIS AGREEMENT ARE WRITTEN IN A MANNER DESIGNED TO BE UNDERSTOOD BY IT/HIM, AND THAT IT/HE HAS HAD THE OPPORTUNITY TO REVIEW THEM WITH COUNSEL OF ITS/HIS CHOOSING, AND FULLY UNDERSTANDS THEM AND VOLUNTARILY ACCEPTS THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, KNOWN OR UNKNOWN, WHICH RELEASOR HAS OR MAY HAVE AGAINST THE RELEASEES, AS DESCRIBED MORE FULLY ABOVE.

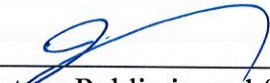
THE ESTATE OF PORFIRIO REA

By: 
Robert McMaster, as Special Administrator
of The Estate of Porfirio Rea

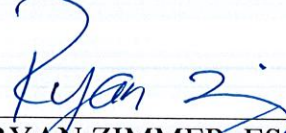
Date: 6-12-23

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

SUBSCRIBED TO ME this 12 day of June, 2023.


Notary Public in and for Said County and State

RICHARD HARRIS LAW FIRM


RYAN ZIMMER, ESQ.
Nevada Bar No. 14784
801 South Fourth Street
Counsel for the ESTATE OF PORFIRIO REA

Date: 6-12-2023

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

Issue: Pharmacy Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an educational presentation from UMC Director of Pharmacy, Jamie King regarding UMC's response to and monitoring of drug shortages impacting the United States; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update regarding the impact of drug shortages impacting the U.S. and how UMC is responding and monitoring the issue.

Cleared for Agenda
June 28, 2023

Agenda Item #

16

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

Issue: Education – The Joint Commission – Health Equity Update	Back-up:
Petitioner: Mason Van Houweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an educational presentation from Patty Scott, Quality, Safety and Regulatory Officer, on The Joint Commission National Patient Safety Goal specific to improving health equity and leadership responsibilities; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Board will receive an educational update on The Joint Commission National Patient Safety Goal regarding improving health equity.

Cleared for Agenda
June 28, 2023

Agenda Item #

17

Improving Health Care Equity

The “New” National Patient Safety Goal

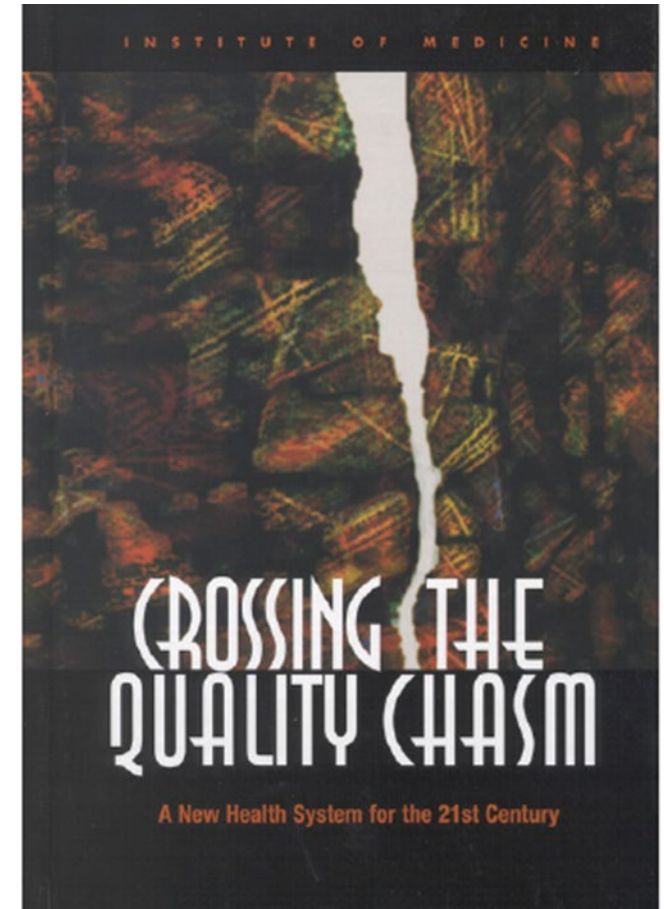
June 28, 2023

Effective July 1, 2023, Leadership (LD) Standard LD.04.03.08 – which addresses health care disparities as a quality and safety priority – will be elevated to a new National Patient Safety Goal (NPSG 16).

This change will increase the focus on improving health care equity.

1. Identify an individual to lead activities to improve health care equity.
2. Assess patients' health-related social needs.
3. Analyze quality & safety data to identify disparities.
4. Develop an action plan to improve health care equity.
5. Act when the organization does not meet the goals in its action plan.
6. Inform key stakeholders about the progress to improve health care equity.

- ❖ Health care equity is a quality of care problem.
- ❖ Requires a similar approach to other patient safety priorities:
 - Understand the root causes
 - Address with targeted interventions



- ❖ Requires commitment, vision, creativity, and sustained effort throughout the organization beginning at the Governing Board & Executive levels.
- ❖ Need established leaders and standardized structures and processes in place to detect and address health care disparities.
- ❖ Efforts should be fully integrated with existing quality improvement activities within the organization.

- ❖ Expanded scope beyond addressing individual patient needs to identifying health care disparities.
- ❖ Focus is on health-related social needs (HRSN).
- ❖ HRSN's include the following:
 - **Access to transportation**
 - Difficulty paying for prescriptions or medical bills
 - Education and literacy
 - Food insecurity
 - Housing insecurity



- ❖ Organizations choose which measures to stratify & which sociodemographic characteristics to use for stratification:
 - High risk topics where research has shown disparities are common or select measures that affect all patients.
 - Examples of sociodemographic characteristics include:
 - Age
 - Gender
 - Preferred Language
 - Race
 - Ethnicity



Specific population(s)
of focus



Organization's
improvement goal



Strategies and
resources to achieve
the goal



Process to monitor
and report progress

Identify opportunities to revise the action plan or provide additional resources as necessary

At least annually, disseminate information about efforts to reduce health care disparities. This may include any of the following:

- Formal presentations
- Staff meetings
- Town hall meetings
- Newsletters
- Progress boards
- Intranet page



DISCUSSION / QUESTIONS?

Patricia Scott, MSNA, BSN, RN, RHIA, CPHQ, CCDS, CPHRM, CLSSBB
Quality, Patient Safety, & Regulatory Officer

Patricia.Scott@umcsn.com

[702-207-8257](tel:702-207-8257) (Office)

[702-303-3921](tel:702-303-3921) (Cell)

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

Issue: Education – Legislative Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the status of the legislative session and the impact on UMC and the healthcare industry from Shana Tello, Academic and External Affairs Administrator; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

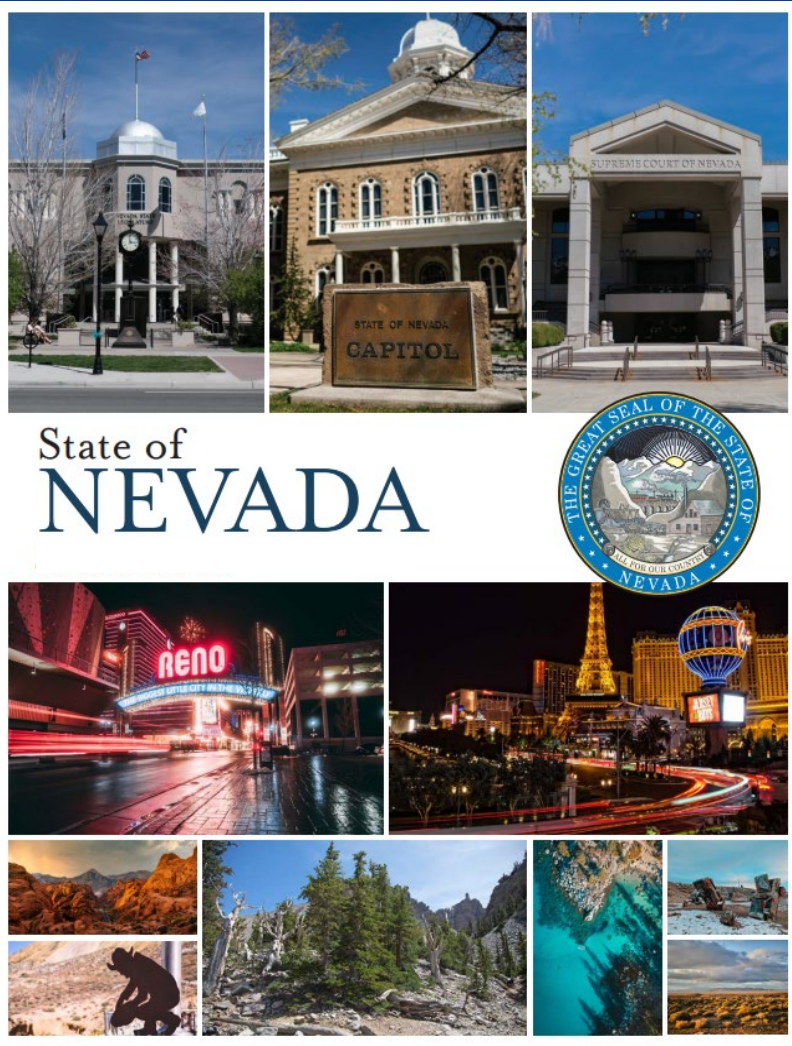
BACKGROUND:

The Governing Board receive an update regarding the 2023 legislative session.

Cleared for Agenda
June 28, 2023

Agenda Item #

18



UMC
UNIVERSITY MEDICAL CENTER



2023 Legislative Update

UMC Governing Board
June 28, 2023

Legislative 82nd Session Timeline – 2023



SINE DIE

- Session ended June 5th

TWO SPECIAL SESSIONS

- 34th Special Session adjourned Sine Die on June 6th
- 35th Special Session adjourned Sine Die on June 14th
- (AB1) Capital Improvement Program
- (SB1) A's Bill Financing and location of stadium

Bills Introduced	1,000+
Signed by Governor	536
Vetoed	75

Budget FY24 Approved



Medicaid rate increases for physicians and dentists (5%); APRN and Certified Nurse Midwife reimbursement parity with rates paid to physicians

26.9% rate increase for providers of services to individuals with IDD (Medicaid and ADSD budget companion items)

10% rate increase in budget for Skilled Nursing Facilities – 24.5% increase in total

Expanded eligibility for pregnant women with incomes up to 200% FPL

Funding to Medicaid to hire a vendor to support the implementation of an All Payers Claim Database – Anticipated: January 2024

Increase in hourly wage for personal care services: \$25 per hour

Legislative Priorities – 2023



Federal Bills

- Physician practice acquisition
- Site-neutral payment policies threaten patient access to essential services
- HRSA urged to restore policy for 340B hospitals with new outpatient facilities
- Debt Ceiling Bill – President Biden signed a bill extending the debt ceiling for 2 years. The Fiscal Responsibility Act of 2023 suspends the public debt limit through January 1, 2025

State Bills

- Medicaid Expansion
- Hospital Costs
- Workforce/Retention
- Medication & Prescriptions
- Mental & Behavioral Health
- Patient Care

UMC Bill

- Modernization of NRS 450 – UMC Governing Board, Dentist employment, closed meeting discussions (SB192)
- Healthcare Worker Violence (SB289) – UMC provided language



Reimbursements / Costs

- SB283 (Signed by Governor)
 - Charges for producing electronic medical records
 - Disclosing the identity of a person who was subject of genetic testing
 - Medical debt collection
 - Investigational drugs and products
- SB221 (Signed by Governor) – Revises provisions relating to Medicaid for children with cancer and rare diseases
- SB42 (Signed by Governor) – Funding of medical assistance for indigent patients
- SB119 (Signed by Governor) – Telehealth payment parity
- SB435 (Signed by Governor) – Private Hospital Medicaid Provider Fee Program to compensate public hospitals if their supplemental payment programs are adversely affected
- AB85 (Died in Committee at Sine Die) – Set rates charged by hospitals, independent emergency medical care, and surgical centers for ambulatory patients
- AB6 (Died in Committee at Sine Die) – Established a healthcare cost growth benchmark program for Nevada



Provisions Related to Healthcare Delivery

- SB232 (**Signed by Governor**) – Expands Medicaid for postpartum care up to 12 months
- SB241 (**Signed by Governor**) – Revises provisions relating to Medicaid/reimbursement for outpatient and swing bed services
- SB419 (**Vetoed**) – Makes revisions relating to public health/Medicaid expansion
- SB255 (**Dead**) – Makes various changes relating to services provided for the treatment of diseases that predominantly affect children



Provider / Workforce Bills

- SB350 (Signed by Governor) – Graduate Medical Education grant program
- AB311 (Signed by Governor) – Waives licensure requirements for medical officers
- AB404 (Signed by Governor) – Increase in cap for non-economic damages/increase in statute of limitations/tiered attorney fee cap
- AB11 (Vetoed) – Prohibited private hospitals from employing physicians and placed restrictions on hospital contracts with physicians
- AB108 (Dead) – Enacts the Nurse Licensure Compact



Medication / Pharmacy

- AB434 (Signed by Governor) – Prescription drugs 340B program
- SB280 (Signed by Governor) – Revises provisions governing contraception/injection for certain long-acting reversible contraception (LARC)
- SB239 (Vetoed) – Establishes provisions governing the prescribing, dispensing and administering of medication designed to end the life of a patient



Mental & Behavioral Health / Substance Use Disorders

- AB156 (Signed by Governor) – Funding for treatment and programs/services for alcohol or substance use disorders
- AB37 (Signed by Governor) – Funding for recruitment, education, and retention of behavioral health workforce



Medical Malpractice
resolved for the next 10 years



Nursing Program
was set to expand



Certified Mail Requirement
for debt collection was eliminated



**Private Hospital Medicaid
Provider Fee Program**
was advanced



Critical Access Hospitals
received much needed financial relief
and financial incentives for healthcare
providers to practice in rural areas





Questions?

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

Issue: Education – Governing Board 2023 Action Plan	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board review and discuss the Governing Board 2023 Action Plan, to include an informational presentation on the UNLV GME survey and action plan; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will review the 2023 Action Plan as it relates to the UNLV GME survey and the action plan.

Cleared for Agenda
June 28, 2023

Agenda Item #

19



GME SURVEY 2023

SURVEY CONDUCTED BY: JESSIKA DRAGNA,
UNLV HEALTHCARE ADMINISTRATION
UNDERGRADUATE, & UMC INTERN

ACTION PLAN BY: MARJORIE DIVINA
UNLV HEALTHCARE ADMINISTRATION &
POLICY UNDERGRADUATE, & UMC INTERN

“GME Survey will provide essential information to improve physician retention efforts along with identifying other areas of focus based on resident and fellow responses”



**Jessika Dragna, UNLV
Healthcare Administration
Undergraduate**

CREATING THE SURVEY

STAKEHOLDERS

SHANA TELLO

UMC ACADEMIC AND EXTERNAL AFFAIRS ADMINISTRATOR

DR. KATE MARTIN

PROFESSOR, DEPARTMENT OF FAMILY COMMUNITY MEDICINE; ASSOCIATE DEAN GRADUATE MEDICAL EDUCATION AND DESIGNATED INSTITUTIONAL OFFICIAL

ROWENA SABA

UNLV SCHOOL OF MEDICINE DIRECTOR GME

DR. KAVITA BATRA

UNLV SCHOOL OF MEDICINE ASSISTANT PROFESSOR AND BIOSTATICIAN

SCOTT KERBS

UMC PUBLIC RELATIONS DIRECTOR

YARLENY ROA-DUGAN

UMC REGISTERED NURSE

JESSIKA DRAGNA

UNLV HEALTHCARE ADMINISTRATION UNDERGRADUATE AND UMC INTERN

REVIEWERS

JOHN O'REILLY

UMC GOVERNING BOARD CHAIRMAN

MASON VAN HOUWELING

UMC CHIEF EXECUTIVE OFFICER

DR. MARC KAHN

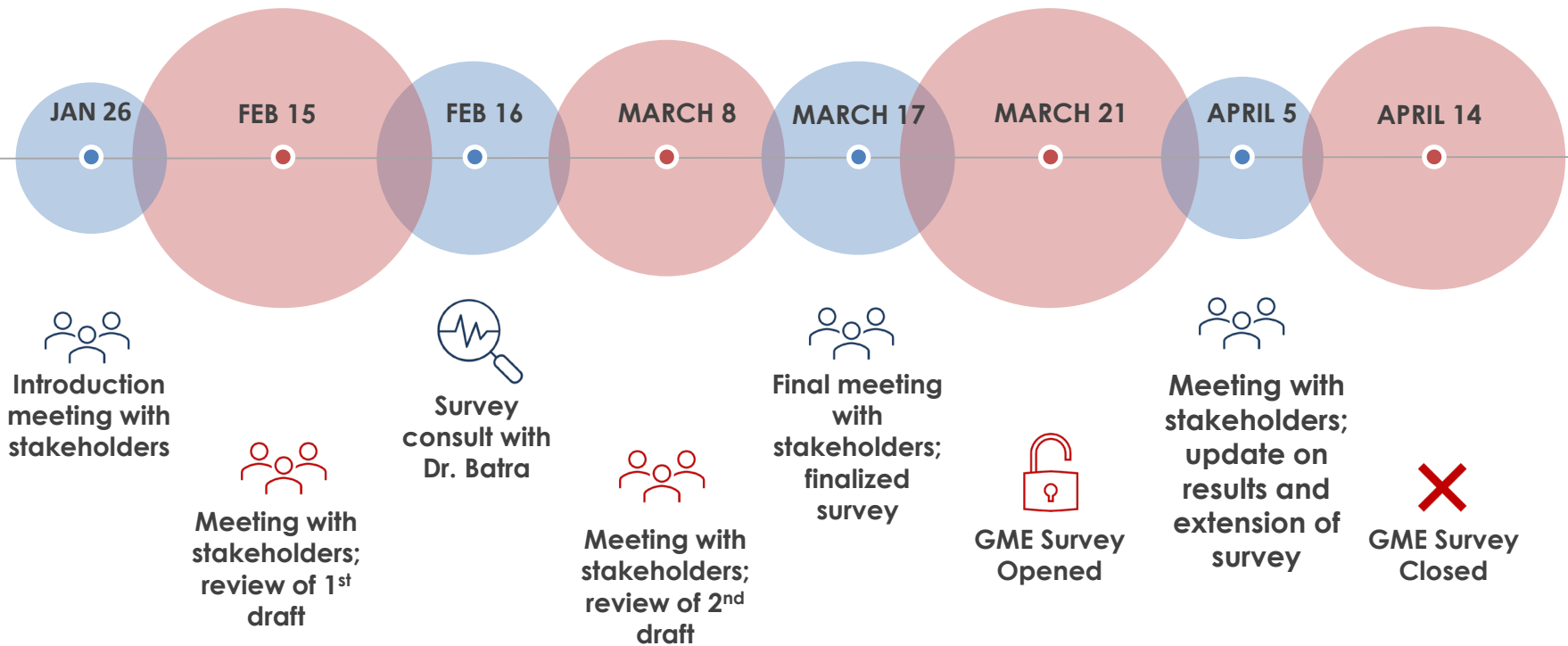
DEAN OF THE KIRK KERKORIAN SCHOOL OF MEDICINE AT UNLV, VICE PRESIDENT FOR HEALTH AFFAIRS

DR. DEBORAH KUHLS

UNLV SCHOOL OF MEDICINE PROFESSOR, TRAUMA AND CRITICAL CARE, DEPARTMENT OF SURGERY

COUNCILMAN BRIAN KNUDSEN

CITY COUNCIL, WARD 1



36 QUESTIONS



8 SECTIONS



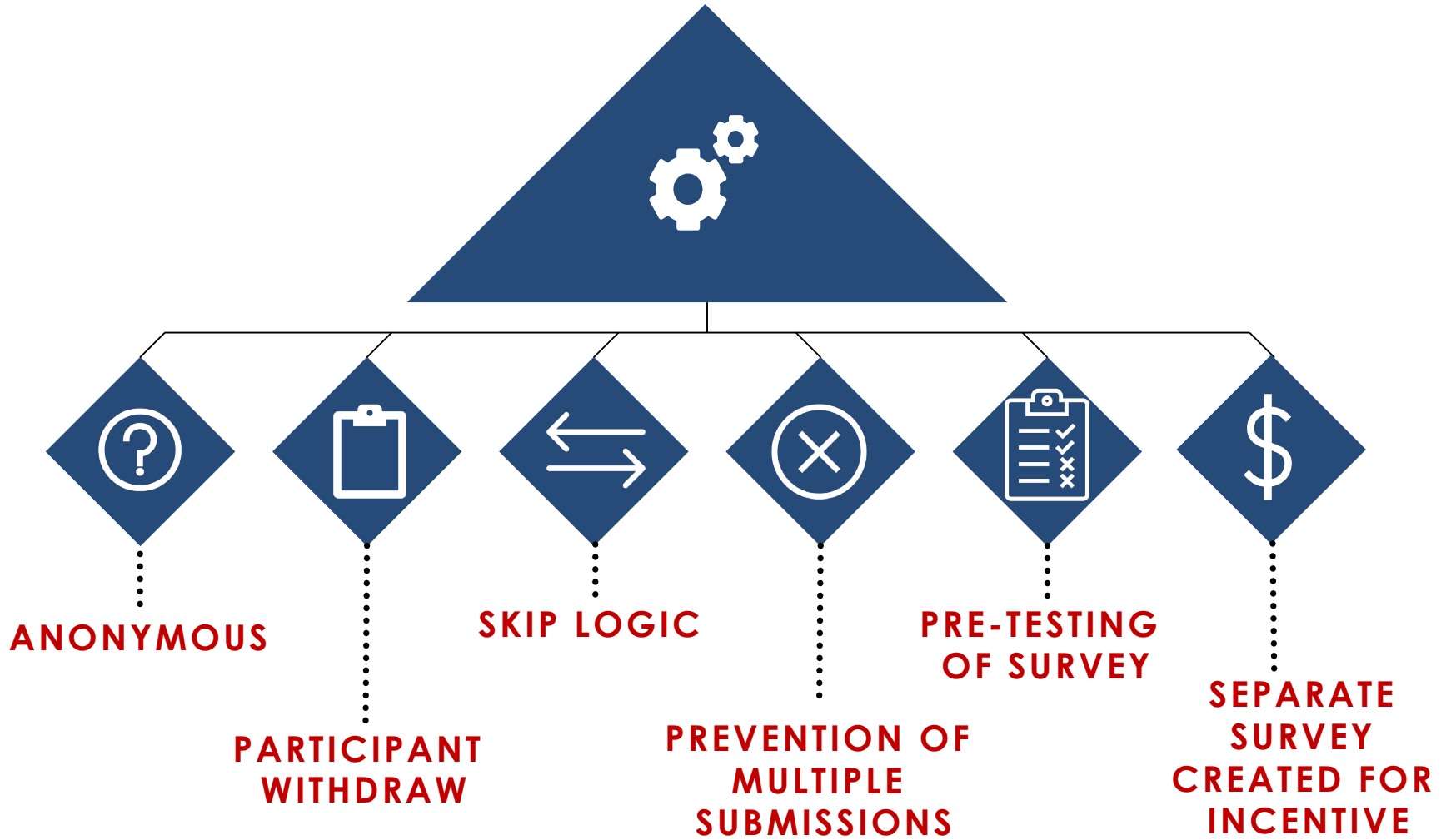
INCENTIVE

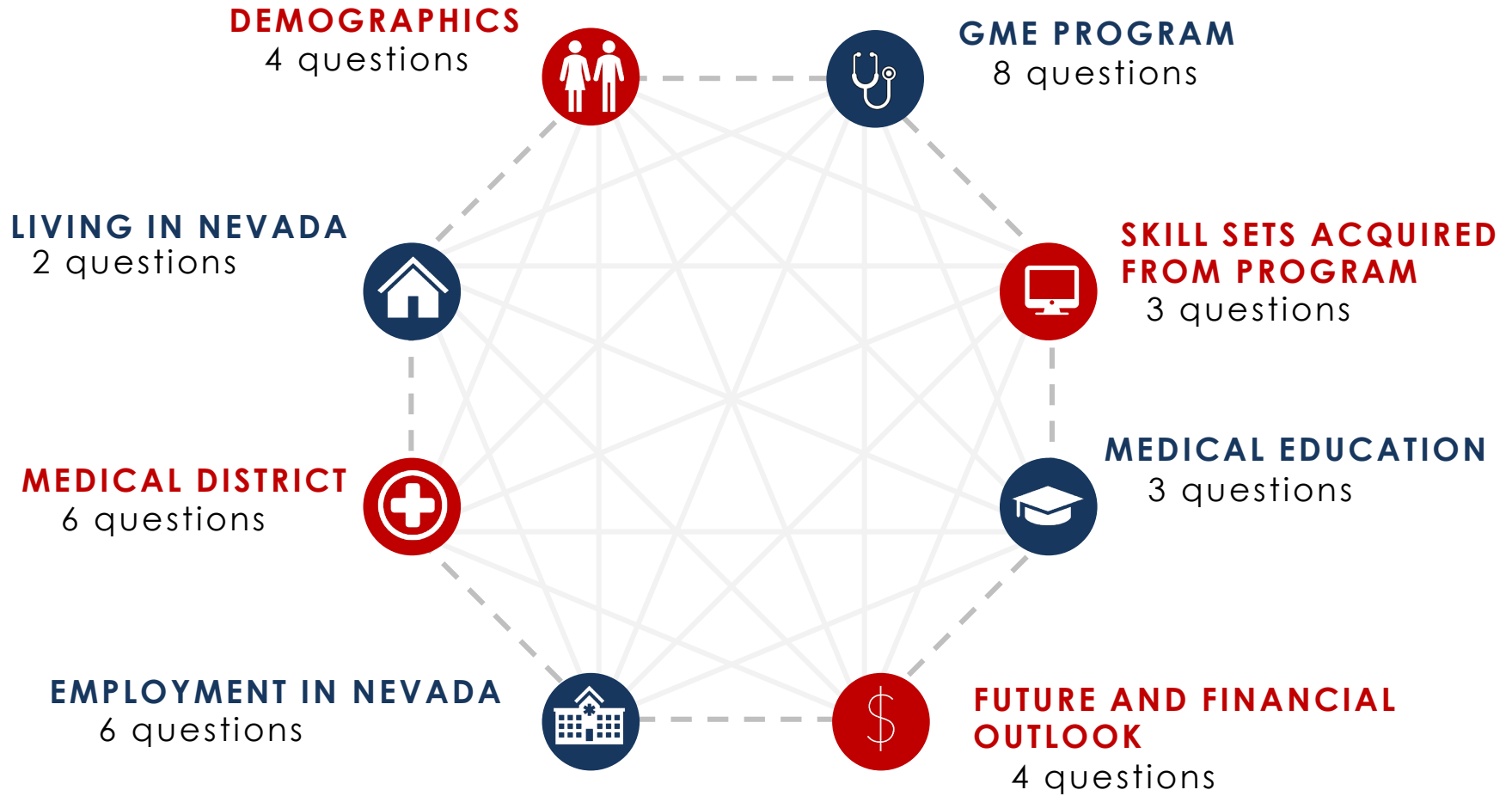


QUALTRICS



10-15 MINUTES







KIRK KERKORIAN
SCHOOL OF MEDICINE | UNLV

GME ONLINE SURVEY for Residents and Fellows March 21 – April 14

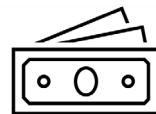
Provide valuable feedback and help shape the future of our residency and fellowship programs by completing this brief online survey. The survey is completely anonymous and only takes about 10 minutes to complete. By participating, you will have the opportunity to share information about your experiences in the program, future career plans and opinions about working in Nevada.

After completing the survey, you can enter a drawing for a chance to win \$50 toward your meal fund.

Please [click here](#) or scan the QR code to access the survey:



PHR-2023-0002



\$50 meal credit

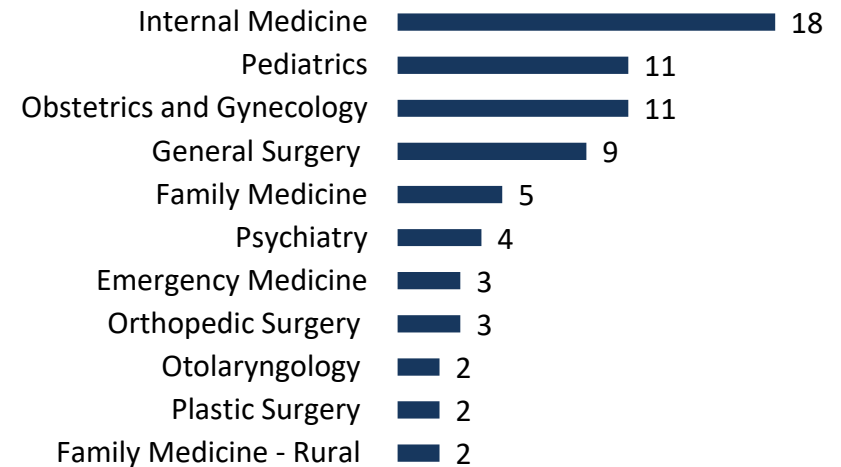
**UMC PROVIDING INCENTIVE FOR 3 RESIDENTS
UNLV PROVIDING INCENTIVE FOR 3 FELLOWS**



SURVEY RESULTS

Survey Completion By Program

RESIDENCY PROGRAM



FELLOWSHIP PROGRAM



TOTAL IN GME
PROGRAM: **336**

COMPLETED
SURVEY: **83**

OVERALL RESPONSE
RATE: **25%***

*Response rate goal: 25-30%



⋮

**31% INCOME
GUARANTEES**

30% LOAN REPAYMENT

12% SIGN-ON BONUS



⋮

36% STARTING SALARY

19% OTHER

16% LACK OF JOBS

- POOR HEALTHCARE INFRASTRUCTURE
- LACK OF ROBUST MEDICAL SYSTEM
- OVERWHELMING POPULATION TO DOCTOR RATIO
- RESOURCE AVAILABILITY





**LEAVING
NEVADA**

**41% PERSONAL OR
FAMILY**

26% OTHER

**11% NEVER INTENDED
TO STAY**

- LACK OF MEDICAL INFRASTRUCTURE AND SUPPORT FROM THE STATE
- ORGANIZATIONS DON'T SEEM TO BE INTERESTED IN IMPROVEMENT OR INNOVATION



**REMAINING
IN NEVADA**

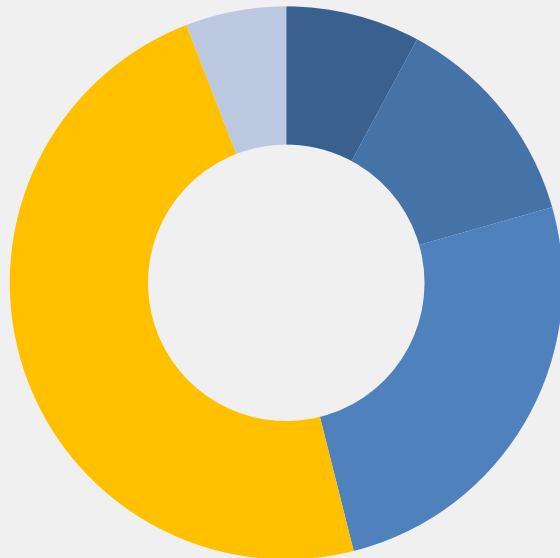
**74% PERSONAL OR
FAMILY**

11% SALARY

**4% ABILITY TO FIND A
JOB**

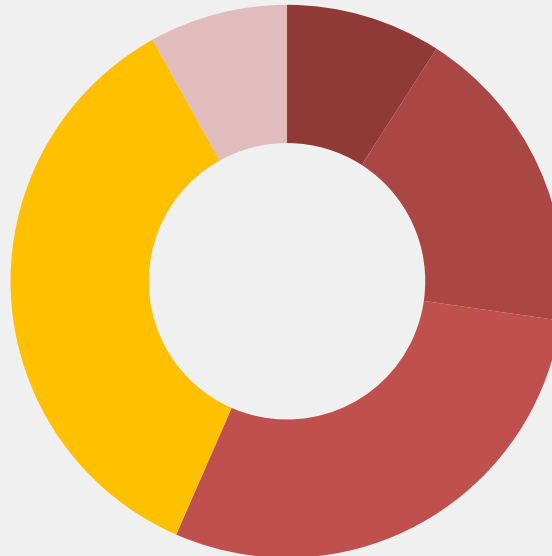
GME Program Section Questions

Describe your experience thus far



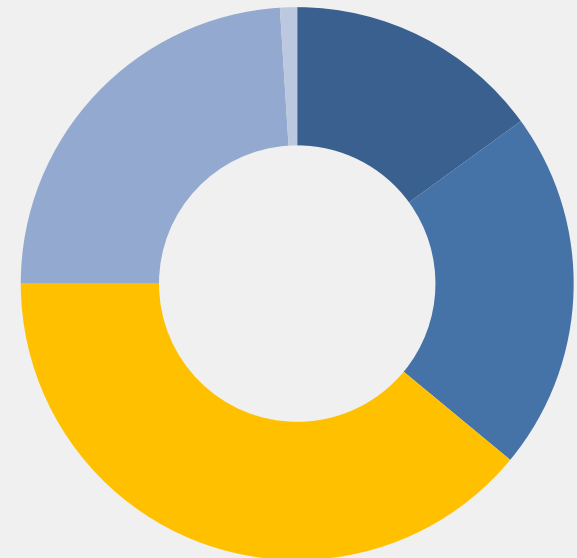
- Extremely unsatisfied - 8%
- Unsatisfied - 13%
- Neutral - 26%
- Satisfied - 49%
- Extremely satisfied - 6%

Likely to recommend the program to others



- Extremely unlikely - 9%
- Unlikely - 18%
- Neutral - 29%
- Likely - 35%
- Extremely likely - 8%

UMC provides a good work-life balance for its physicians



- Strongly disagree - 15%
- Disagree - 21%
- Neutral - 39%
- Agree - 24%
- Strongly agree - 1%

**MOVING FORWARD

CONSIDERATIONS**

80% report having some educational debt

20% report no debt

LOAN REPAYMENT PROGRAMS

- **Nevada Health Service Corps LRP-**
Provides costs sharing grants to operate their own LRP for primary care providers working in underserved areas
- **2021 Pennington Rural Health Services LRP-** Created to increase access to high-quality healthcare by growing Nevada's healthcare working in underserved areas
- **National Health Service Corp LRP –**
Open to physicians who are employed or seeking employment at an NHSC-approved site in a Health Professional Shortage Area

2023 LEGISLATIVE BILLS

- **AB45-** Creates a program to repay the student education loan of certain providers of healthcare
- **SB350-** GME Grant Program for the purpose of awarding grants to accredited residency and fellowship programs in the State in order to create, expand and retain physicians

"I've overall **really enjoyed** my residency."

"**Improve inclusivity** and **environment** of respect for trainees"

"Relationship with **GME** needs to be **more robust** for excellent training"

"Increase **meal funds**"

"**Improve resident work areas** and **call rooms**"

"...I receive **very good training** here...the actual medical **training is superb**"

"Increase **salary**"

"The **need** for **active participation** from GME"

"**Valuing residents** as an **important part** of UMC"

"...**passionate** about *improving care for this population.*"

UMC QUICK CARES

Provide early clinical exposure for students by providing opportunities to rotate in Quick Care and Primary Care clinics



RESIDENT SPECIALTIES

Expanding specialty programs can aid in retaining physicians in Nevada. **54% of residents are likely** to practice where they complete their training



UNLV KIRK KERKORIAN SCHOOL OF MEDICINE

Survey UNLV medical students on what they look for in residency programs

GME SURVEY

Continue conducting surveys among residents and fellows to gather insight into strengths and weakness of physician retention efforts in the state

FELLOWSHIP SPECIALTIES

Increase fellowship opportunities. **50%** of UMC residents plan on leaving Nevada to pursue additional training due to ***inadequate or non-existent fellowship opportunities***



RESOURCES

43% of residents selected that ***access to resources for patient care*** would be ***most helpful*** to them as a physician in Nevada

RECOGNITION

Show appreciate for residents/fellows

SAFETY

Promote a culture of safety and inclusion

TECHNOLOGY

Invest in technology to best support clinicians

WORKING RELATIONS

Create a team that values all and provides support for one another

ACADEMICS AND RESEARCH

Continue to strive to be the leading academic medical center and expand research opportunities

COLLABORATIVE FORUM

Quarterly meetings with residents/physicians/hospital leadership to promote engagement



LAS VEGAS REPUTATION

Continue to be involved in economic and urban development; making Las Vegas Medical District a world class academic center of healthcare



UMC PHYSICIAN SURVEY

Survey physicians at UMC to review factors that influence their decision to remain in Nevada and areas for improvement



LEGISLATIVE BILLS

Advocate for legislation that bolsters reimbursements, resources and facilities to best attract/retain physicians in Nevada



1

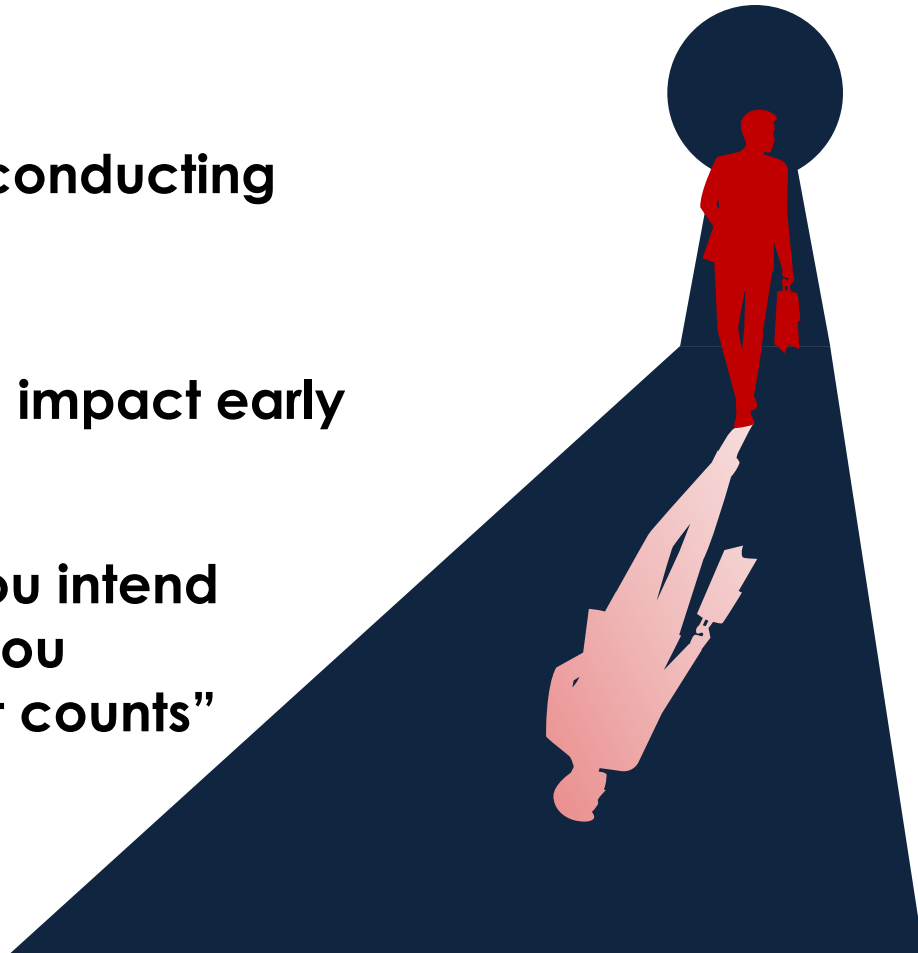
Importance of conducting surveys

2

Start making an impact early

3

"It's not what you intend to do, its what you actually do that counts"



NEXT STEPS

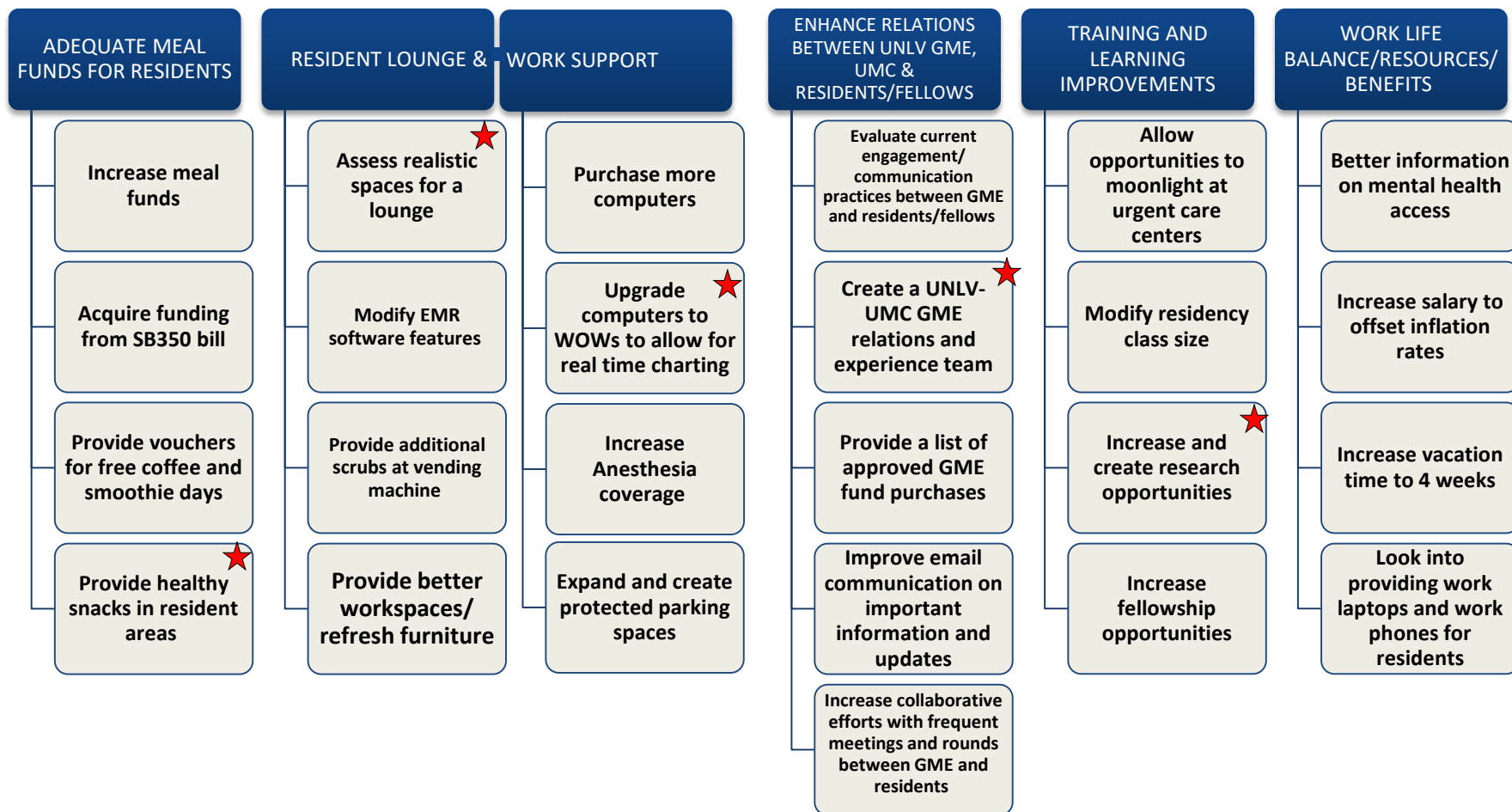
ACTION PLAN



Marjorie Divina,
*UNLV Healthcare
Administration & Policy
Undergraduate*

GOALS

ACTIONS



- Thank You -

**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
June 28, 2023

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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 VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the Governing Board Audit and Finance Committee meeting.

Cleared for Agenda
June 28, 2023

Agenda Item #

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

Issue: Monthly Financial Report for May FY23 Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive the monthly financial report for May FY23; and take any action deemed appropriate. (<i>For possible action</i>)	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update on May FY23 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda
June 28, 2023

Agenda Item #

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May 2023 Financials

GB Meeting



KEY INDICATORS MAY



Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	20,184	17,475	15.50%	20,454	(270)	(1.32%)
Total Admissions	2,045	2,182	(6.28%)	1,927	118	6.12%
Observation Cases	804	937	(14.19%)	937	(133)	(14.19%)
AADC	651	564	15.50%	660	(9)	(1.32%)
ALOS (Admits)	6.16	5.09	21.01%	6.25	(0.09)	(1.44%)
ALOS (Obs)	1.10	1.02	7.30%	1.02	0.07	7.30%
Hospital CMI	1.85	2.19	(15.45%)	1.89	(0.04)	(1.89%)
Medicare CMI	1.86	2.27	(17.81%)	1.99	(0.13)	(6.62%)
IP Surgery Cases	814	781	4.17%	844	(30)	(3.55%)
OP Surgery Cases	478	544	(12.21%)	495	(17)	(3.43%)
Transplants	13	14	(7.14%)	14	(1)	(7.14%)
Total ER Visits	9,647	9,787	(1.43%)	9,898	(251)	(2.54%)
ED to Admission	11.68%	-	-	10.03%	1.65%	-
ED to Observation	9.96%	-	-	10.65%	(0.69%)	-
ED to Adm/Obs	21.64%	-	-	20.68%	0.96%	-
Quick Cares	17,555	18,390	(4.54%)	17,060	495	2.90%
Primary Care	6,934	5,786	19.83%	5,795	1,139	19.65%
UMC Telehealth - QC	433	235	84.26%	334	99	29.64%
OP Ortho Clinic	1,514	-	100.00%	-	1,514	100.00%
Deliveries	92	124	(25.97%)	94	(2)	(2.13%)

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$78,808,172	\$66,632,622	\$12,175,550	18.27%	↑
Net Patient Revenue as a % of Gross	19.25%	19.20%	0.05%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$75,777,516	\$66,066,380	(\$9,711,135)	(14.70%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$3,030,657	\$566,242	\$2,464,414	435.22%	↑
Add back: Depr & Amort.	\$2,965,011	\$2,955,392	(\$9,619)	(0.33%)	↓
Tot Inc from Ops plus Depr & Amort.	\$5,995,668	\$3,521,634	\$2,474,033	70.25%	↑
Operating Margin (w/Depr & Amort.)	7.61%	5.29%	2.32%	-	

SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$788,567,014	\$731,537,739	\$57,029,276	7.80%	↑
Net Patient Revenue as a % of Gross	18.65%	18.82%	(0.18%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$784,339,105	\$727,066,684	(\$57,272,421)	(7.88%)	↓
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$4,227,909	\$4,471,054	(\$243,145)	(5.44%)	↓
Add back: Depr & Amort.	\$32,320,092	\$32,072,030	(\$248,062)	(0.77%)	↓
Tot Inc from Ops plus Depr & Amort.	\$36,548,001	\$36,543,084	\$4,917	0.01%	↑
Operating Margin (w/Depr & Amort.)	4.63%	5.00%	(0.36%)		

SALARY & BENEFIT EXPENSE MAY



	Actual	Budget	Variance	% Variance	
Salaries	\$29,583,451	\$25,080,255	(\$4,503,195)	(17.96%)	↓
Benefits	\$12,670,055	\$11,832,946	(\$837,109)	(7.07%)	↓
Overtime	\$1,286,474	\$755,877	(\$530,597)	(70.20%)	↓
Contract Labor	\$2,971,423	\$847,614	(\$2,123,809)	(250.56%)	↓
TOTAL	\$46,511,403	\$38,516,692	(\$7,994,710)	(20.76%)	↓

EXPENSES MAY



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,971,850	\$3,803,661	\$831,811	21.87%	↑
Supplies	\$13,142,372	\$11,881,736	(\$1,260,636)	(10.61%)	↓
Purchased Services	\$6,948,784	\$5,940,506	(\$1,008,278)	(16.97%)	↓
Depreciation	\$2,371,235	\$2,325,568	(\$45,667)	(1.96%)	↓
Amortization	\$593,776	\$629,824	\$36,048	5.72%	↑
Repairs & Maintenance	\$1,038,736	\$914,184	(\$124,552)	(13.62%)	↓
Utilities	\$509,148	\$476,878	(\$32,270)	(6.77%)	↓
Other Expenses	\$1,496,442	\$1,386,504	(\$109,938)	(7.93%)	↓
Rental	\$193,770	\$190,826	(\$2,945)	(1.54%)	↓
Total Other Expenses	\$29,266,113	\$27,549,688	(\$1,716,425)	(6.23%)	↓

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

Issue: Kirk Kerkorian School of Medicine Dean's Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive an update from Dr. Marc Kahn, Dean of the Kirk Kerkorian School of Medicine at UNLV.

Cleared for Agenda
June 28, 2023

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

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, 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 VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda
June 28, 2023

Agenda Item #

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. #
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

Cleared for Agenda
June 28, 2023

Agenda Item #

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason VanHouweling, 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
June 28, 2023

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