



# UMC Governing Board Meeting

Wednesday, May 29, 2024 2:00 p.m.

Delta Point Building - Emerald Conference Room - 1st Floor

## **AGENDA**

**University Medical Center of Southern Nevada**  
GOVERNING BOARD  
May 29, 2024 2:00 p.m.  
901 Rancho Lane, Las Vegas, Nevada  
Delta Point Building, Emerald Conference Room (1<sup>st</sup> Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, May 29, 2024, commencing at 2:00 p.m. at the location listed above to consider the following:

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

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

### **SECTION 1. OPENING CEREMONIES**

#### **CALL TO ORDER**

#### **PLEDGE OF ALLEGIANCE**

#### **INVOCATION**

#### **1. Public Comment.**

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

2. Approval of Minutes of the meeting of the UMC Governing Board held on April 24, 2024. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

## SECTION 2: CONSENT ITEMS

4. Approve the May 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 28, 2024; or take action as deemed appropriate. *(For possible action)*
5. Approve the revisions to the Physician & Non-Physician Provider Traditional Compensation Plan and; and take action as deemed appropriate. *(For possible action)*
6. Approve and authorize the Chief Executive Officer to sign the Amendments to Participating Provider Agreement with Silversummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
7. Approve and authorize the Chief Executive Officer to sign the Fourth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
8. Approve and authorize the Chief Executive Officer to sign the Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
9. Ratify the Fourth Amendment to Facility Participation Agreement with United Healthcare Insurance Company for Managed Care Services; or take action as deemed appropriate. *(For possible action)*
10. Award the Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJO, LLC), the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
11. Award RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2024-01 Service Agreement; execute any extensions and amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
12. Approve and authorize the Chief Executive Officer to sign the Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution for the purchase of pharmaceutical and biological products; execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
13. Approve and authorize the Chief Executive Officer to sign the Agreement with Olpin Group, Inc. for the purchase of hospital bed and equipment lift systems, with delivery and installation included; or take action as deemed appropriate. *(For possible action)*
14. Approve and authorize the Chief Executive Officer to sign the Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*
15. Approve and authorize the Chief Executive Officer to sign the Agreement with B2B Delivery, LLC. for the purchase of Courier Services; authorize the Chief Executive Officer

to execute extension and amendments; or take action as deemed appropriate. *(For possible action)*

16. Approve and authorize the Chief Executive Officer to sign the First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO Corporation; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. *(For possible action)*
17. Approve and authorize the Chief Executive Officer to sign the Contract Closing Reconciliation with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II; or take action as deemed appropriate. *(For possible action)*

### **SECTION 3: BUSINESS ITEMS**

18. Receive an informational presentation from Tiffanie Flemming, Executive Director of Patient Access and Ambulatory Care, regarding Value-Based Care; and take any action deemed appropriate. *(For possible action)*
19. Receive an informational presentation from Maria Sexton, Chief Information Officer on UMC's Artificial Intelligence (A.I.) strategy; and take any action deemed appropriate. *(For possible action)*
20. Review and discuss the Governing Board 2024 Action Plan, to include an informational update on the GME program; and take any action deemed appropriate. *(For possible action)*
21. Review, discuss and consider for recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada, the approval of the Ninth 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)*
22. Receive a report from the Governing Board Strategic Planning Committee; and take any action deemed appropriate. *(For possible action)*
23. Receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. *(For possible action)*
24. Receive a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)*
25. Receive the monthly financial report for April FY24; and take any action deemed appropriate. *(For possible action)*
26. Receive an update from the Dean of the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. *(For possible action)*
27. Receive an update from the Hospital CEO; and take any action deemed appropriate. *(For possible action)*

### **SECTION 4: EMERGING ISSUES**

28. 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

29. 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  
April 24, 2024**

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Emerald Conference Room  
Delta Point Building (1<sup>st</sup> Floor)  
901 Rancho Lane  
Las Vegas, Clark County, Nevada  
Wednesday, April 24, 2024  
2:00 PM.

The University Medical Center Governing Board met in regular session, at the location and date above, at the hour of 2:00 PM. The meeting was called to order at the hour of 2:08 PM by Chair O'Reilly. The following members were present, which constituted a quorum of the members thereof:

**CALL TO ORDER**

**Board Members:**

**Present:**

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

**Ex-Officio Members:**

**Present:**

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

**Absent:**

Renee Franklin  
Steve Weitman, Ex-Officio

**Others Present:**

Mason Van Houweling, Chief Executive Officer  
Tony Marinello, Chief Operating Officer  
Jennifer Wakem, Chief Financial Officer  
Steven Hughey, Assistant Controller  
Shana Tello, Academic and External Affairs Administrator  
Jessica Dragna, Management Analyst  
Maria Sexton, Chief Information Officer  
Susan Pitz, General Counsel  
Stephanie Ceccarelli, Governing Board Secretary  
Epic Representatives

## **SECTION 1. OPENING CEREMONIES**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **INVOCATION**

#### **ITEM NO. 1 PUBLIC COMMENT**

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

Speakers: None

#### **ITEM NO. 2 Approval of Minutes of the meeting of the UMC Governing Board held on March 27, 2024. (Available at University Medical Center, Administrative Office) (For possible action)**

##### **FINAL ACTION:**

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

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

##### **FINAL ACTION:**

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

## **SECTION 2: CONSENT ITEMS**

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

##### **DOCUMENT(S) SUBMITTED:**

- April Credentialing

#### **ITEM NO. 5 Approve the UMC Policy and Procedures Committee's activities of February 7 and March 6, 2024, including the recommended creation, revision, and/or retirement of UMC policies and procedures; and take action as deemed appropriate. (For possible action)**

##### **DOCUMENT(S) SUBMITTED:**

- February Policies
- March Policies

- ITEM NO. 6** Approve the UMC Contract evaluations as recommended by the UMC Clinical Quality and Professional Affairs Committee; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Contract Evaluations

- ITEM NO. 7** Ratify the Amendment One to the Hospital Agreement with Alignment Health Plan of Nevada, Inc. for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Hospital Services Agreement - Amendment 1 – Redacted
- Disclosure of Ownership

- ITEM NO. 8** Approve and authorize the Chief Executive Officer to sign the First Amendment to the Value-Based Payment Programs with Molina Healthcare of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Value Based Payment Programs – Amendment 1 - Redacted
- Disclosure of Ownership

- ITEM NO. 9** Approve and authorize the Chief Executive Officer to sign the Equipment Schedule No. 015 to Master Agreement 21237667 with Flex Financial, a division of Stryker Sales, LLC; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Schedule 16 – Redacted
- Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 10** Approve and authorize the Chief Executive Officer to sign the Purchaser-Specific Agreement with Vero Biotech Inc. for tankless inhaled nitric oxide and accompanying services in NICU and PICU; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Contract – Redacted
- HPG-GPO Sourcing Letter
- Disclosure of Ownership

- ITEM NO. 11** Approve and authorize the Chief Executive Officer to sign the Amendment One and Quote with Clinical Computer Systems, Inc. for OBIX Support Services and Perinatal Solutions; authorize the Chief Executive Officer to execute extensions and amendments; or take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Price Quotation – Redacted
- Support Agreement Amendment – Redacted
- Disclosure of Ownership

**ITEM NO. 12 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement for surgery services with UNLV Medicine and the Board of Regents of the Nevada System of Higher Education of behalf of the Kirk Kerkorian School of Medicine at UNLV; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Surgery Professional Services Agreement

**ITEM NO. 13 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Professional Services Agreement (Individual Diagnostic Teleradiology Coverage) template for use with various providers; or take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Professional Services Agreement

**ITEM NO. 14 Approve and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Change Order with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; authorize the Chief Executive Officer to execute any future change orders within the not-to-exceed amount of these Agreements; and take action as deemed appropriate. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Cath Lab Change Order
- Disclosure of Ownership

**ITEM NO. 15 Recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the settlement in the matter of District Court Case No. A-21-837197-C, entitled *Asusena Soto Gonzalez v. University Medical Center of Southern Nevada, et al*; and authorize the Chief Executive Officer to execute any necessary settlement documents. *(For possible action)***

**DOCUMENT(S) SUBMITTED:**

- Settlement Release

**FINAL ACTION:**

A motion was made by Member Mackay that Consent Items 4-15 be approved as presented. Motion carried by unanimous vote.

### **SECTION 3: BUSINESS ITEMS**

**ITEM NO. 16 Recognize members of the Firefighters of Southern Nevada Burn Foundation for their service to the community; and direct staff accordingly. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

None

**DISCUSSION:**

Mr. Van Houweling introduced members of the Firefighters of Southern Nevada Burn Foundation, representing all municipalities in southern Nevada. Activities that they have been able to participate in the community were highlighted.

Erlantz Muguira, Clark County Fire representative and President of the Burn Foundation provided an overview of the activities of the foundation. There are a total of thirteen members on the board, representing seven fire departments within the Las Vegas Valley.

In 2003 the foundation became a 501 (c) 3 charitable organization and has continued to grow. An informational overview of programs and partnerships that have benefited members of the community who have been affected by fires. The toy drive has provided over 31K children with toys in 2023. Nine title one schools and 53 organizations are assisted with toys for children. The Burn Survivor Initiative program partners with UMC Lions Burn Center to send children affected by fires to burn camp. He went on to describe other projects that take place to assist those affected by fires throughout the valley.

Next, Keith Armington, Vice President of the Firefighters of Southern Nevada Burn Foundation, continued by expressing the dedication that the foundation has to serve the community and help burn survivors. Their goal at the hospital burn unit is to have a bell on the 3<sup>rd</sup> floor which would represent what survivors have endured.

Megan Draney, Critical Care Nurse concluded the discussion by explaining the WBC which is the World Burn Congress event for those impacted by a burn injury and the ABA, which is the American Burn Association Conference, which provides education and training for staff members.

The Board expressed appreciation for all that the foundation and the firefighters do for the community.

**FINAL ACTION:**

None

**ITEM NO. 17 Receive and informational presentation from an Epic Representative on the Epic System strategy and roadmap; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Maria Sexton, Chief Information Officer introduced Epic representatives Caroline Scott, Technical Coordinator and Bob Metzel, BFF (Best Friend Forever).

Mr. Metzel provided a high-level overview of the current Epic programs and some of the projects that are being developed for use in the future. Epic has developed all of the platforms that have been used within the Epic community. As a part of the Epic community Peer Group which allows organizations to imitate and innovate using epicshare.org, their foundation system for success, the community library and literature.

Over 90% of medical staff train on Epic as their primary EHR. A large area of growth has been in the payer platform, which enhances communication with US health plan memberships. This collaboration helps automate prior authorizations, reduce denials, and reduce costs and other areas.

Mr. Metzel highlighted the Generative AI program, which has been effectively used within the healthcare. This dashboard has allowed clinicians to be more efficient, improve the patient experience and save time and money.

MyChart is the top rated patient portal used by more than 188 million patients worldwide. He reviewed the benefits of this platform for patients, such as self-scheduling and registration, increased revenue generation and healthier and happier patients. Epic is continuing to explore opportunities to simplify data share to improve patient outcomes.

Lastly, he highlighted Cosmos, which is a database connecting approximately 240 million patients to improve research outcomes in clinical studies and treatment plans.

There was a continued discussion regarding Generative AI technology and continued development. There was also discussion regarding the security of patient information with the Cosmos platform.

FINAL ACTION:

None

**ITEM NO. 18 Review and discuss the Governing Board 2024 Action Plan, to include an informational update on the GME program and an overview of CMS reimbursement; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

PowerPoint Presentation

DISCUSSION:

Steven Hughey, Assistant Controller and Jessika Dragna, Management Analyst, provided a presentation on UMC's commitment and contribution to the GME program and UMC Resident support.

There are two components of the Medicare reimbursement program. One is DGME, which is the Direct Medical Education program, which covers the direct costs of covering the residency program, such as salaries, fringe benefits, and stipends. The second is the IME program, Indirect Medical Education, which is intended to cover the costs associated with having a teaching program.

Both programs are determined by statutory formulas and are limited by the number of residents that CMS will reimburse. This is called the CAP. The CAP program was established in 1996 and there are different CAP amounts for each of the programs. Recently with the cooperation of UNLV, UMC was awarded 2.5 slots on the IME and DGME starting this fiscal year. Starting next year, we will receive 1.93 FTE slot on the IME program. Both programs apply a 3-year rolling rotation average when reviewing FTE CAPS. For example, CMS will average this year with the two preceding years to determine how many FTEs will be reimbursed.

Mr. Hughey next reviewed the formulas in determining the DGME and IME reimbursements. There are three steps in determining DGME reimbursements:

1. Determine the hospital's Per Resident Amount (PRA) for the cost reporting year;
2. Multiply the PRA by the number of *reimbursable* resident FTEs
3. Multiply the result of *Step 2* by the hospital's Medicare Utilization Ratio

He added that although UMC operates above the CAP, reimbursement is limited to the CAP. A slide showing an example of the calculation was provided.

IME payments are add-ons to the Inpatient Prospective Payment System (IPPS) payments that are based on a statutory formula, which estimates the effect of teaching activity on hospital operating costs. The adjustment for indirect medical education costs is only a proxy to account for a number of factors which may legitimately increase costs in teaching hospitals.

The IRB ratio is the ratio of interns and residents to beds and is intended to measure teaching intensity. This is also based on the cap and the 3-year rolling average. It is also calculated by the bed days available divided by the number of days in the cost reporting period. He added that the full financial benefit of increasing teaching intensity is not seen in the reimbursement for 3-5 years. No benefit is realized for operating over the cap.

Mr. Hughey summarized how the DGME is only covering 45% of the resident salary. UMC uses 80% of the IME to ensure that the resident salary is covered and UMC is responsible for the additional costs. He made clear that neither program takes current year costs into consideration, although it is reported.

Member Caspersen asked if the statistics regarding reimbursed vs. not reimbursed under the program is available to the public to view. He stated that

the cost report data is publicly available as to the residents that are trained vs. those reimbursed and capped.

Dean Kahn thanked Mr. Hughey for his report. He commented on the DGME and IME statistics that are found in the Graham Report that the Board should review, which provides the funding amount provided to teaching hospitals throughout the country. He added that the work product provided by residents should not be neglected in the salary discussions, and appreciates the training provided at UMC.

Mr. Hughey responded that although the statistics mentioned sound reasonable, there are additional costs in operating the residency program outside of just the resident salaries, and that is what the IME is intended for.

Member Hobbs asked for clarification on the \$20 million received by the hospital and asked if it is inclusive of both the DGME and the IME. Mr. Hughey responded yes, about 75% IME and 25% DGME.

Member Hobbs asked if more funding is received from the government because there is more cost on the IME side; assuming is it due to the cost of running a hospital. Mr. Hughey said that we have applied for the slots and the government is grading us against other hospitals.

Mr. Van Howeling added that the ratio is higher because of stipends and costs for space, utilization, and training. It all goes back to the cost to run the program. It should go to the facility but it doesn't. There is work product included in the funding that goes to UNLV as part of our mission. The cost is complex and UMC holds the burden to manage the program. It is UMC's GME slots, but it is UNLV's residents.

Dean Kahn added that the hospital gets the GME, DGME, and the IME. The school pays the residents and invoices the hospital.

The board asked if the school could pay more money or fundraise.

Dean Kahn and Dr. Kate Martin responded that the school does not have the source of payment for that and Dean Kahn added that the payments were decided by CMS in 1985 to go to the hospitals.

Member Hobbs responded that we would have to go to the tax payers.

Mr. Hughey explained that dollars are funded by the DGME is intended to support the resident salaries/stipends. The IME is for the utilization costs.

UMC trains over 200 residents but the reimbursement is for approximately 162.

Mr. Van Houweling added that UMC and UNLV work together daily to advocate for GME slots on the national level. Dean Kahn echoed the importance of the relationship between UMC and UNLV.

Chairman O'Reilly asked how many residents were in the audience and thanked them for attending the Board meeting. He continued by stating that the business of medicine is complicated and this is a deliberative annual process. He asked that those present take time to learn the business of the process in order to understand it. The discussion continued regarding the intent behind the DGME payments for residents and IME expenses.

Chairman O'Reilly asked if there are billings that were made for the professional services provided by residents. Dean Kahn responded that that would be illegal.

Chairman O'Reilly continued questioning whether the school would be able to pay the residents more. The Dean responded that the school would not have the fiscal ability to do so, nor is that what other academic health centers do or what other teaching hospitals do. A discussion ensued regarding the benefits payments for residents.

The Dean again commented that he truly appreciates the partnership the school has with UMC to improve care for the community.

Chairman O'Reilly went on to explain how funds paid to UNLV are allocated and commented on the push to pay residents at the 25<sup>th</sup> percentile. The Chairman encouraged those individuals to look at the AAMC chart which includes other jurisdictions and compare cost of living in those areas compared to Las Vegas. The 25<sup>th</sup> percentile is based on the area one lives.

Dean Kahn said that he was referring to the 25<sup>th</sup> percentile of all resident employees in the western region, not the 50<sup>th</sup> percentile, because Las Vegas is a less expensive city than other regions.

Chairman O'Reilly concluded with the message that UMC appreciates the dedication of the residents to UMC and its patients. We do not want this dialog to create issues and it should not be a burden of the residents. This topic will be back on the agenda in May.

The discussion continued regarding the allocation of funding reimbursement and finding a satisfactory resolution.

Mr. Van Houweling wanted to clarify that the school bills for resident's time.

Ms. Pitz commented that under the CMS Teaching Physician rule for attendings to bill time of residents under proper supervision. A brief discussion continued regarding this subject matter.

Dean Kahn added that after the first six months of residency, residents can see patients and they have to sign everyone out with an attending. Attending's bill for the teaching and clinical care time, but no check goes to a resident. CMS does not pay residents directly.

Member Hobbs asked what is average paid to residents. Ms. Dragna responded that it is approximately \$56K for a year-one resident. Average is approximately \$63K.

Ms. Hobbs inquired regarding the statement in the presentation that mentioned that only one provider may claim a resident per day. Mr. Hughey responded that residents that are splitting time between multiple facilities may only be claimed by one hospital facility. There was continued discussion regarding the programs that are split with UMC and the importance of residents documenting time appropriately. UMC does not pay for residents going to other hospitals.

Dean Kahn made clear that when residents go to other hospitals, UMC is not paying for the resident's time. UMC and another hospital cannot ask for the same reimbursement.

Mr. Van Houweling stated that we would be noticed by CMS if the time was logged somewhere else.

A discussion ensued regarding the total amount that is paid to UNLV for each resident including fringe benefits. Ms. Tello explained that the amount paid to resident depends on the program year.

Chairman O'Reilly asked why the school elected to carry malpractice insurance based on the statutory limitation. The Dean responded that residents were not covered under the state sovereign immunity clause.

At this time, Jessika Dragna presented the GME update and recapped some of the survey items discussed at the last meeting.

1. The Sponsor a Resident Program will be for those in the southern Nevada community to become mentors, advisors and friends to medical residents during their training. We are working with UNLV on this program had a kick off meeting last week to discuss. This program will hopefully be up and running by the summer.
2. The Resident Roundup launching May 1<sup>st</sup> to be distributed into all resident workrooms at UMC.
3. Final approval has been given of changing and increasing the meal stipend. Beginning May 1<sup>st</sup>, residents will obtain \$24 daily for meals (\$12 per transaction)

The Board discussion continued regarding the Sponsor a Resident Program and they look forward to updates at the next meeting.

**FINAL ACTION:**

None

**ITEM NO. 19 Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee; and take any action deemed appropriate. (For possible action)**

**DOCUMENT(S) SUBMITTED:**

None

DISCUSSION:

Member Mackay provided a report on the meeting held on Monday, April 1, 2024 at 2:07 pm. There was a quorum in attendance. There was no public comment. The minutes and the agenda were both approved.

An update on medication management was received from Jaime King, Director of Pharmacy. She provided an overview of the opioid stewardship and antibiotic programs and other initiatives that have been implemented. Plans are underway for reopening the outpatient pharmacy in 2025.

An update was received on the Quality, Safety and Regulatory program. All safety reports were reported within the appropriate State time frames and corrective actions were taken. All 3<sup>rd</sup> and 4<sup>th</sup> quarter grievances were reviewed and approved and appropriate recommendations. An update was also provided on the 3<sup>rd</sup> quarter FY24 CEO Performance goals.

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

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

FINAL ACTION:

None

**ITEM NO. 20 Receive an update a report from the Governing Board Audit and Finance Committee; and take any action deemed appropriate. *(For possible action)***

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

Member Caspersen provided a report on the meeting which was held on Wednesday, April 17, 2024 at 2:00 pm. There was a quorum in attendance. There was no public comment and minutes and the agenda were both approved unanimously.

The Committee received a report regarding financial results from March and year to date financials, which included key financial performance indicators, trended stats data and actual results compared to budget.

The proposed final operating budget for FY2025 was reviewed. The Committee reviewed the various primary assumptions, changes from the preliminary budget, year-over-year comparisons, as well as operating and strategic service line initiatives. A proposed final budget was reviewed and was approved by the committee and is a part of today's consent agenda.

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

Emerging issues were discussed, and after a brief public comment and the meeting adjourned at 3:16 PM.

FINAL ACTION:

None

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

DOCUMENT(S) SUBMITTED:

March FY24 Financials

DISCUSSION:

Ms. Wakem provided a summary of the monthly financial reports for March FY24.

The key indicators for March showed admissions below budget. The AADC was 553. Average length of stay dropped to 6.25 days. Overall hospital acuity was 1.92 and Medicare CMI was 2.35, which is a record high. Inpatient surgeries were down 20%. Outpatient surgeries were 577 for the month, 15% below budget. There were 18 transplant cases. ER visits were below budget 18%. Approximately 23.75% of ED patients are being admitted.

Quick cares were down 8.5% and primary cares were almost 30% below budget. There were 577 telehealth visits for the month and Orthopedic Clinic volumes were 1,726 patient visits. Deliveries were 16.5% below budget.

The income statement for the month showed operating revenue above budget \$3.6 million. Total operating expenses exceeded budget \$3.6 million. Total income from ops was \$6.7 million on a budget of \$6 million, leaving us \$700K above budget. The year-to-date income statement was reviewed briefly.

Salaries, wages and benefits were \$1.2 million over budget for the month primarily due to radiology and contract labor. Overtime is over budget by approximately 3%. All other expenses were reviewed. Supplies are a little over budget.

Member Hagerty asked why the depreciation and amortization is \$5.4 million higher than budget. It was clarified that this is due to operating leases that are now added to the balance sheet.

FINAL ACTION:

None

**ITEM NO. 22 Approve the Proposed Final FY 2025 Operating Budget to be submitted to Clark County and discuss any changes; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

Proposed FY 25 Budget

DISCUSSION:

Ms. Wakem reviewed the budget for FY2025. Ms. Wakem reviewed the methodology that is used to build the budget, beginning with run rate, as well as the key assumptions in volumes, length of stay, payor mix, and expenses.

Major strategic initiatives are incorporated by service line, including Ambulatory, Cardiac Services, Orthopedics, All Other Surgeries and Women's and Children. Another new key initiative of focus is the new employment model for physicians and hospitalists. Revenue increases were built in to support this new initiative.

Expenses included estimated wage rate adjustments to include COLA, merit and new FTEs. The employment model for radiology and hospitalists was incorporated, as well as increases to support resident salaries. HPG inflationary factors were built in, plus volume adjustments. CPI from existing contracts was also considered.

Ms. Wakem next reviewed the changes in the key statistics. Key indicators showed admissions up 4%, ER visits were pushed up 2% and quick care locations went down slightly and primary care locations were increased.

The income statement showed adjusted net revenue going up \$60.8 million. Supplemental payments decreased. Net patient revenue is going up \$44 million and other revenue is decreasing. Operating revenue is \$1 billion, up \$43.3 million for FY25. Expenses is up \$74.9 million. Total income from ops; plus depreciation and amortization was \$69.2 million.

The final budget will go to the County after approval by the Board.

Lastly, Ms. Wakem reviewed significant changes in county contributions to UMC. A lengthy discussion ensued regarding this subject matter.

FINAL ACTION:

A motion was made by Member Mackay to approve and recommend the Final Operating Budget for FY25 be submitted to Clark County as presented. Motion carried by unanimous vote.

**ITEM NO. 23 Receive an update on the Kirk Kerkorian School of Medicine at UNLV; and take any action deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

None

DISCUSSION:

The Dean commented that UNLV, along with UMC, is working at the state level for GME support and there was a recent visit to Reno to discuss this matter with leadership in northern Nevada. There is a request for \$20 million in state support for GME, which would be \$5 million each year of the biennium to be allocated to the two state medical schools. Discussions will go through the next legislative session, which begins in February 2025.

The Dean commented that new programs needed in the community include stroke, anesthesia, radiology, and ophthalmology. This is a 5/5/5 Plan; \$5 million dollars to start five programs in five years. The school and hospital will continue to work together on this and other issues.

Graduation is Friday, May 3<sup>rd</sup> at 2:00 pm. The school has a goal of expanding the class size and hiring 80 more faculty members over the next couple of years. This will help expand services.

An accreditation visit is expected from the LCME in October 2025. The school has been preparing for this visit. The goal is to request a class increase to 90 students.

The discussion continued regarding the increase request in class size and how this would be funded and financially sustained over time.

FINAL ACTION:

None

**ITEM NO. 24 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:

Mr. Van Houweling reviewed some of the hospital updates and recent community events included in the UMC Community brochure.

- FTC – non-compete update – This is being monitored closely.
- RTAB update/Trauma – Sunrise has submitted an application to become a Level I Trauma center.
- Trauma Resus re-opened – This is fully remodeled and operational.
- SANE update – UMC is the only hospital in the community doing SANE exams. Approximately 300 patients who are victims of crimes are seen at UMC each month. We are working with the school to get more nursing education in this field.
- Rancho QC is converting to an Ortho Clinic 2<sup>nd</sup> location on April 29<sup>th</sup> to help with volumes. The 2231 location will also be remodeled in the future.
- Southern Highlands expansion construction starts mid-May.
- Orthopedic and Spine remodel to start May 6

- Internal Medicine and ER update – UMC will employ approximately 75 beginning July 1<sup>st</sup>.
- Time Capsule Celebration was highlighted in the UMC news brochure.
- Congratulations to the 40 under 40 staff members highlighted.

FINAL ACTION:

None

**SECTION 4: EMERGING ISSUES**

**ITEM NO. 25 Identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. *(For possible action)***

DISCUSSION:

None

FINAL ACTION:

None

**COMMENTS BY THE GENERAL PUBLIC:**

Comments from the general public were called.

Speaker: Mason Deschamps commented that it was discovered that a professor at UNLV, who is also the Director of the Family Planning division and Chief of OBGYN at UMC hospital, was charged with seven counts of sexual assault against minors in 1998, and convicted of child abuse and neglect. Details were provided regarding what is contained in the public court records. Concern for the safety of the patients and integrity of the hospital was expressed. Mr. Deschamps asked that UMC take appropriate action regarding this matter.

Speaker: Jenna Sutton – 2nd year Resident – Department of Internal Medicine

Ms. Sutton stated that it was difficult to come up again to speak. A lot of the students are becoming disheartened about the resistance during the meeting. They are asking to be able to afford to live in the city. She said speaking for all residents, they are feeling disrespected, undervalued, and all they are asking for is to live here. The conversation seems to bring into question what residents are worth, and this is not the correct question to be asked. She added that the residents are the backbone of the hospital and they are living paycheck to paycheck and struggling month to month to be able to afford to live. A recent study came out stating that a comfortable salary to be able to afford to live in Las Vegas is \$94K and she makes \$53K and works 60-80 hours a week. She said they are not asking to be comfortable, they are asking to not be suffering. They are asking to meet the 25<sup>th</sup> percentile in the western region and competitive pay to bring good doctors here and provide good care and to be treated as humans, not numbers. She said that it is clear that the Board does not understand the role and responsibilities of the residents. Hypothetically, if no residents were able to come to work, UMC would 100% cease to function, guaranteed. She implored the Board to educate themselves and ask and talk to residents to walk through

and understand the amount of work they do daily and why asking for the bare minimum is not asking a lot. She said that it is not fair to say that an increase in salary is a dichotomous choice between hospital repairs and upgrades.

Speaker: Dr. Laeeq, Henderson, NV –

She referenced the same study mentioned previously by Smart Asset, saying minimum wage is \$96K for one single adult living in Nevada, in the city of Las Vegas. For a family of two people who have two children, the comfortable wage is \$236K in Vegas. Though we should not compare ourselves to California or other cities in the western region, the study shows Las Vegas listed as 51 out of 99 cities in terms of cost of living. She also commented on a student who lost his life due to his desperate situation. She ended by saying to be compassionate with patients, they need to be shown compassion too.

Speaker: Kyle Shepard – TY1 Family Medicine Resident

He thanked the Board for allowing him to speak. He commented on his family dynamics and his year in review. The hospital has provided excellent care to his family. The growth of his family and medical issues have caused increased costs to his family budget. He went on to describe the living situation for his family, the neighborhood he lives in and the struggles they go through. He is grateful for the training and consideration of the issues.

Speaker: Nezia Rahman

She spoke with regard to the conversation regarding resident salaries. She said there may be two arguments, 1. Do residents need a raise?, and 2. Who is responsible for that raise? She continued that the answer to the arguments regarding the need for a raise has been made, backed up with data and first-hand accounts of the impacts of cost of living on residents. There is an evident need for a substantial raise. She continued with her own personal anecdote and family circumstances. She makes \$56K a year with over \$300K in student debt. There is no back up plan and sacrifices have been made. Currently she struggles to support her parents and herself.

FINAL ACTION TAKEN:

None

There being no further business to come before the Board at this time, at the hour of 4:33 PM. Chair O'Reilly adjourned the meeting.

APPROVED:

Minutes Prepared by: Stephanie Ceccarelli, Board Secretary

Date: May 28, 2024  
To: Governing Board  
From: Credentials Committee  
Subject: May 16, 2024 Credentialing Activities

**I. NEW BUSINESS**

- A. RADIOLOGY DEPARTMENT MEMO** – Delineation of Privileges Revisions – **pp 9-16**
- B. DEPARTMENT OF ORTHOPEDIC SURGERY MEMO** – Section of Podiatry Delineation of Privileges Revisions – **pp 17-22**
- C. SURGERY DEPARTMENT MEMO** – Section of Cardiovascular / Thoracic Surgery Delineation of Privileges Revisions – **pp 23-32**
- D. SURGERY DEPARTMENT MEMO** – Section of Transplant Surgery Delineation of Privileges Revisions – **pp 33-38**
- E. SURGERY DEPARTMENT MEMO** – Section of Urology Delineation of Privileges Revisions – **pp 39-45**
- F. TRAUMA DEPARTMENT MEMO** – Section of Burn Delineation of Privileges Revisions – **pp 46-50**

**II. CREDENTIALS**

**A. INITIAL FPPE FOR MEMBERSHIP AND PRIVILEGES**

1	Baude	Jacqueline	MD	05/16/2024- 06/30/2025	Family Medicine	Office of Military Medicine	Category 1
2	Couvillion	Joseph	MD	02/12/2024- 10/30/2025	Radiology	Medicus Healthcare	Category 1
3	Cunningham	Susan	DO	05/16/2024- 02/28/2026	Radiology	UMC Radiology	Category 1
4	Eghterafi	Badi	DO	05/16/2024- 07/31/2025	Ambulatory Care	UMC Quick Care	Category 1
5	Eldemerdash	Alaa-Eldin	MD	05/16/2024- 03/31/2026	Pediatrics/ Neonatology	UMC Neonatology	Category 1
6	Evans	Brooke	APRN	05/27/2024- 09/30/2025	Orthopedic Surgery	UMC Orthopedic & Spine Institute	Category 1
7	Garcia	Hannah	APRN	05/16/2024- 09/30/2025	Surgery/ General	UMC Lion's Burn Care Center	Category 1
8	Gonwa	Mark	MD	04/11/2024- 05/31/2025	Radiology	Medicus Healthcare	Category 1
9	Hager	Michael	APRN	05/27/2024- 12/31/2025	Surgery/ General	University Medical Center of So NV	Category 1
10	Kerr	Hannah	MD	05/28/2024- 09/30/2025	Surgery/ Transplant	UMC Center for Transplantation	Category 1
11	*** Ludlow	David	MD	05/16/2024- 12/31/2025	Surgery/ Urology	Las Vegas Urology, LLP	Category 1
12	Newman	Raquelle	MD	05/16/2024- 11/30/2025	Family Medicine	Office of Military Medicine	Category 1
13	O'Guinn	Devon	MD	05/16/2024- 02/28/2026	Radiology	Medicus Healthcare	Category 1
14	Siddiqui	Pervez	MD	02/01/2024- 05/31/2025	Radiology	Medicus Healthcare	Category 1
15	Smith	Kenneth	APRN	05/16/2024- 04/30/2026	Family Medicine	Office of Military Medicine	Category 1
16	Ward	Mathew	PAC	05/16/2024- 03/31/2026	Neurosurgery	The Spine & Brain Institute	Category 1

\*\*\* Interview

**B. REAPPOINTMENTS TO STAFF**

1	Alhosh	Rabea	MD	07/01/2024-06/30/2026	Pediatrics	Affiliate Membership and Privileges	UNLV Pediatrics
2	Balite Lacap	Monette	MD	07/01/2024-06/30/2026	Medicine/ Internal Medicine	Active Membership and Privileges	Sound Physicians
3	Barnes	Glen	DO	07/01/2024-06/30/2026	Family Medicine	Affiliate Membership and Privileges	UNLV Family Medicine
4	Benson	Kathleen	MD	07/01/2024-06/30/2026	Medicine/ Cardiology	Affiliate Membership and Privileges	Advanced Heart & Vascular Specialists
5	Bent	Geraldine	APRN	07/01/2024-06/30/2026	Surgery/Cardiovascular/Thoracic	APP Independent Membership and Privileges	UMC
6	Carley	AnnaMarie	MD	07/01/2024-06/30/2026	Pathology	Affiliate Membership and Privileges	Laboratory Medicine Consult
7	Costa	Mara	APRN	07/01/2024-06/30/2026	Medicine/ Neurology	APP Independent Membership and Privileges	Stroke and Neurology Specialists
8	David	Johanna	APRN	07/01/2024-06/30/2026	Pediatrics/ Neonatology	APP Active Independent Membership and Privileges	UMC Neonatology Unit
9	Elsanousy	Hind	MD	07/01/2024-06/30/2026	Ambulatory Care	Affiliate Membership and Privileges	UMC-Nellis Quick Care
10	Gish	Steven	PAC	07/01/2024-06/30/2026	Ambulatory Care	APP Dependent Privileges	UMC-Blue Diamond Quick Care
11	Gyang	Andrew	MD	07/01/2024-06/30/2026	Medicine/ Internal Medicine	Affiliate Membership and Privileges	Intermountain Healthcare
12	Haduong	Quan	MD	07/01/2024-06/30/2026	Anesthesiology	Affiliate Membership and Privileges	PBS Anesthesia
13	Ho	Liawaty	MD	07/01/2024-06/30/2026	Medicine/ Hematology / Oncology	Affiliate Membership and Privileges	Comprehensive Cancer Centers of Nevada
14	Izuora	Kenneth	MD	07/01/2024-06/30/2026	Medicine/ Endocrinology	Active Membership and Privileges	UNLV Medicine
15	Jaojoco	Marianne	PAC	07/01/2024-06/30/2026	Ambulatory Care	APP Dependent Privileges	UMC-Centennial Quick Care
16	Kim	Jee-hong	MD	07/01/2024-06/30/2026	Surgery/ Otolaryngology	Affiliate Membership and Privileges	UNLV Medicine
17	Micev	Alan	MD	07/01/2024-06/30/2026	Orthopedic Surgery & Hand Surgery	Affiliate Membership and Privileges	Hand Center of Nevada
18	Mirfendereski	Seyedqum	MD	07/01/2024-06/30/2026	Medicine/ Nephrology	Active Membership and Privileges	Kidney Specialists of Southern Nevada

19	Mohamed	Ahmed	MD	07/01/2024-06/30/2026	Medicine/ Internal Medicine	Affiliate Membership and Privileges	Pioneer Health Care
20	Moore	Devon	MD	07/01/2024-06/30/2026	Emergency Medicine /Adult & Trauma	Active Membership and Privileges	Sound Physicians
21	Moxley	Jeff	DDS	07/01/2024-06/30/2026	Surgery / Oral & Maxillofacial	Affiliate Membership and Privileges	Jeff E. Moxley, DDS
22	Narag	Andrea	APRN	07/01/2024-06/30/2026	Ambulatory Care	APP Active Independent Membership & Privileges	UMC Aliante Primary Care
23	Okafor	Chidi	MD	07/01/2024-06/30/2026	Medicine / Nephrology	Active Membership and Privileges	Kidney Specialists of So. NV.
24	Patten	Allison	DO	07/01/2024-06/30/2026	Pediatric Critical Care	Affiliate Membership and Privileges	LV Pediatric Critical Care
25	Qazi	Sayed	MD	07/01/2024-06/30/2026	Medicine/ Nephrology	Affiliate Membership and Privileges	NV Nephrology Consultants
26	Rajan	Meenakshi	MD	07/01/2024-06/30/2026	Surgery/ Plastic Surgery	Affiliate Membership and Privileges	UNLV Surgery
27	Roberson	Glen	DMD	07/01/2024-06/30/2026	Surgery / Oral & Maxillofacial	Affiliate Membership and Privileges	Roseman University of Health Sciences
28	Shah	Rita	MD	07/01/2024-06/30/2026	Pediatrics	Active Membership and Privileges	UMC-Wellness Center
29	Shaw	Lawrence	MD	07/01/2024-06/30/2026	Obstetrics and Gynecology	Active Membership and Privileges	UNLV Obstetrics and Gynecology
30	Stewart	David	MD	07/01/2024-06/30/2026	Orthopedic Surgery	Affiliate Membership and Privileges	Cure 4 the Kids Foundation
31	Thomas	Blair	DMD	07/01/2024-06/30/2026	Surgery / Oral & Maxillofacial	Affiliate Membership and Privileges	UNLV School of Dental Medicine
32	Thomas	Michael	MD	07/01/2024-06/30/2026	Orthopedic Surgery	Affiliate Membership and Privileges	NV Orthopedic & Spine Center
33	Thomatis	Sara	DO	07/01/2024-06/30/2026	Obstetrics and Gynecology	Affiliate Membership and Privileges	Women's Health Associates of So. NV
34	Vishnepolsky	Mark	MD	07/01/2024-06/30/2026	Medicine/ Nephrology	Active Membership and Privileges	Kidney Specialists of So. NV.
35	Viswanathan	Sahityan	MD	07/01/2024-06/30/2026	Medicine/ Nephrology	Affiliate Membership and Privileges	NKDHC PLLC
36	Wan	WingYee	MD	07/01/2024-06/30/2026	Medicine/ Endocrinology	Affiliate Membership and Privileges	Office of Military Medicine
37	Yee	Sydney	MD	07/01/2024-06/30/2026	Anesthesiology & Trauma	Affiliate Membership and Privileges	UMC Anesthesia

**C. MODIFICATION OF PRIVILEGES AT REAPPOINTMENT**

1	Bent	Geraldine	APRN	07/01/2024-06/30/2026	Surgery/ Cardiovascular & Thoracic	UMC Surgery	<b>New Privilege:</b> Epicardial Pacing Wires Withdraw: Pediatric Patients & Removal of Ortho Splints and Casts
2	Micev	Alan	MD	07/01/2024-06/30/2026	Orthopedic Surgery & Hand Surgery	Hand Center of Nevada	<b>New Privileges (Ortho Surgery Section of Hand DOP):</b> Telemedicine // Treatment of Fracture of Distal Radius and Ulna <b>New Privileges (Ortho Surgery DOP):</b> Telemedicine
3	Patten	Allison	DO	07/01/2024-06/30/2025	Pediatrics/ Pediatric Critical Care	LV Pediatric Critical Care	<b>New Privilege:</b> Nitrous Oxide Sedation
4	Roberson	Glen	DMD	07/01/2024-06/30/2026	Surgery / Oral & Maxillofacial	Roseman University of Health Sciences	<b>Withdraw:</b> Extraction of Teeth
5	Shaw	Lawrence	MD	07/01/2024-06/30/2026	Obstetrics and Gynecology	UNLV Health	<b>New Privileges:</b> Colposcopies and LEEP Excisions
6	Stewart	David	MD	07/01/2024-06/30/2025	Orthopedic Surgery	Cure 4 the Kids Foundation	<b>New Privileges:</b> LIGAMENT/TENDON TRANSFER/REPAIR SURGERY
7	Wan	WingYee	MD	07/01/2024-06/30/2026	Medicine/ Endocrinology	Office of Military Medicine	<b>Withdraw:</b> Continue Subcutaneous Insulin Admin with Insulin Pump

**D. MODIFICATION OF PRIVILEGES**

1	Ahsan	Chowdhury	MD	Medicine/ Cardiology	Nevada Heart and Vascular Center	<b>New Privilege:</b> TAVR
2	Gururaj	Arjun	MD	Medicine/ Cardiology	Nevada Heart and Vascular Center	<b>New Privilege:</b> LAAO
3	Kahn	Marc	MD	Medicine/ Hematology/ Oncology	UNLV Health	<b>Withdraw:</b> Oncology
4	Vollers	Agata	MD	Anesthesiology/ Trauma Anesthesia	UMC Employed	<b>Withdraw:</b> Trauma Privileges due to no ATLS
5	Williams	Jon	MD	Surgery/ General Surgery	Slim Vegas Bariatric	<b>New Privilege:</b> da Vinci Robotic

**E. EXTENSION OF INITIAL FPPE**

1	Abdu	Zakir	APRN	Medicine/ Internal Medicine	Pioneer Health Care	Extend Initial FPPE through November 21, 2024 – due to no cases
2	Anderson	John	MD	Radiology	UMC Employed	Extend Initial FPPE through November 2024 due to not able to provide cases.
3	Dodds	Colin	MD	Radiology	Medicus Healthcare	Extend Initial FPPE through November 2024 due to not able to provide cases.
4	Dodds	Janine	MD	Radiology	Medicus Healthcare	Extend Initial FPPE through November 2024 due to not able to provide cases.
5	Erickson	Ty	MD	Obstetrics and Gynecology	UNLV Medicine	Extend Initial FPPE through November 2024 due to not able to provide cases.

6	Flores	Carmen	MD	Surgery/Trauma Burn	UMC Surgery	Trauma Burn - Through November 20, 2024 - due to no cases
7	Kersey	John	DDS	Surgery/Oral Max	Office of Military Medicine	Through November 20, 2024 due to no cases
8	Rane	Santosh	MD	Medicine/Cardiology	Prime Cardiology	Extend FPPE for New Privileges: Telemedicine and Moderate Sedation
9	Slade	Stacey	PAC	Surgery/Urology	Urology Group	New Privilege: Cystoscopy Assisted Procedure Stent Removal through November 20, 2024 due to no cases

**F. CHANGE IN STAFF STATUS / COMPLETION OF INITIAL FPPE**

1	Awoke	Ginikachuksu	APRN	Ambulatory Care	UMC Centennial Primary Care	APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE
2	Bell	Don	MD	Radiology	UMC Employed	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
3	Black	Stacey	MD	Radiology	UMC Employed	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
4	Bradley	Royal	APRN	Ambulatory Care	UMC Quick Care	APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE
5	Burke	Joyce	MD	General Surgery	UNLV Health	Release from Initial FPPE. New Privilege: Amputations
6	Chen	Cliff	DO	Ambulatory Care	UMC Quick Care	Initial FPPE Membership and Privileges to Affiliate Membership and Privileges - Completion of FPPE
7	DeVera	Anastasia	DO	Obstetrics & Gynecology	Women's Health Associates	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
8	Falslev	Christopher	DO	Emergency Medicine	Office of Military Medicine	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
9	Greenspan	Matthew	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
10	Helo	Naseem	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
11	Jordan	Matthew	MD	Anesthesiology	UMC Employed	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
12	Kenneally	David	MD	Anesthesiology & Trauma	UMC Employed	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
13	Mallory	Trena	CRNA	Anesthesiology	UMC Employed	Release from APP Initial FPPE Privileges to APP Dependent Privileges
14	Maniago	Rowena	APRN	Medicine/ Nephrology	NKDHC, PLLC	Release from APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE

15	McAuliffe	Matthew	MD	Medicine/ Neurology	Monitoring Associates LLC	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
16	Nguyen	Khoa Dang	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
17	Nwosu	Uchenna	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
18	Owoyele	Adeyinka	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
19	Patel	Karan	MD	Radiology	Medicus Healthcare	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
20	Ratkiewicz	Donnene	APRN	Medicine/ Nephrology	Kidney Specialists of So. NV	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
21	Reddy	Dhruv	MD	Medicine/ Internal Medicine	Sound Physicians	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
22	Reyes	Marie Carol	APRN	Ambulatory Care	UMC-Sunset Quick Care	APP Initial FPPE to APP Independent Membership and Privileges - Completion of FPPE
23	Rimer	Ryan	MD	Radiology	UMC Employed	Release from Affiliate Initial FPPE Membership and Privileges to Affiliate Membership and Privileges-Completion of FPPE
24	Thorson	Tague	MD	Medicine/ Pulmonary Medicine	UNLV Health	Release from Initial FPPE Membership and Privileges to Affiliate with Membership and Privileges-Completion of FPPE
25	Turner	Angela	APRN	Medicine/ Hematology/ Oncology	Integrated Cancer Center of NV	Release from APP Initial FPPE to APP Independent Membership and Privileges – Completion of FPPE
26	Wyatt	Elihu	APRN	Medicine/ Nephrology	Kidney Specialists of So. NV	Release from APP Initial FPPE to APP Independent Membership and Privileges – Completion of FPPE
27	Zeto	Alan	MD	Family Medicine	Pioneer Health Care	Affiliate with Membership and Privileges to Active with Membership and Privileges

**G. COMPLETION OF FPPE FOR NEW DEPARTMENT/PRIVILEGES**

1	Christensen	Jim	MD	Ambulatory Care	UMC Online Care	Completion of FPPE for New Department/Privilege
2	Wentz	Brock	MD	Orthopedic Surgery / Trauma Orthopedic	UMC Employed	Completion of FPPE for New Department/Privilege - Telemedicine
3	Wulff	Richard	MD	Orthopedic Surgery / Trauma Orthopedic	UMC Employed	Completion of FPPE for New Department/Privilege - Telemedicine

**H. HONORAY NOMINEE**

1	Onyema	John	MD	Medicine / Internal Medicine	UMC Employed
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**I. LOW VOLUME PROVIDERS for OPPE REVIEW**

1	Abdu	Zakir	APRN	Medicine/Internal Medicine	Pioneer Health Care
2	Benson	Kathleen	MD	Medicine/Cardiology	Advanced Heart & Vascular Specialists
3	Borgia	Anthony	DPM	Orthopedic Surgery	Orthopedic Surgery
4	Convalecer	William	MD	Medicine/Internal Medicine	Sound Physicians
5	D'Amore	Michael	MD	Anesthesiology	Office of Military Medicine
6	Duong	Annie Lynn	MD	Anesthesiology	Medicus Healthcare Solutions
7	Ellerton	John	MD	Medicine/Hematology/Oncology	OptumCare Cancer Care
8	Fisher	Robert	MD	Anesthesiology	Medicus Healthcare Solutions
9	Flores	Randy	DO	Anesthesiology	Red Rock Anesthesia Consultants, LLC
10	Freilich	Adam	DO	Anesthesiology	Freilich Oasis Anesthesia, PLLC
11	Garber	Jason	MD	Neurosurgery	Las Vegas Neurosurgical Institute
12	Garcia	Anna Martina	PAC	Surgery/Urology	Las Vegas Urology
13	Gupta	Arvin	MD	Medicine/Nephrology	NKDHC, PLLC
14	Gyang	Andrew	MD	Medicine/Internal Medicine	Intermountain Healthcare
15	Haduong	Quan	MD	Anesthesiology	PBS Anesthesia
16	Hales	Aaron	APRN	Ambulatory Care	Southwest Medical Associates
17	Haq	Ali	MD	Medicine/Internal Medicine	Platinum Hospitalists
18	Ho	Liawaty	MD	Medicine/Hematology/Oncology	Comprehensive Cancer Centers of NV
19	Kahn	Marc	MD	Medicine/Hematology/Oncology	UNLV Health
20	Khamo	Sefi	MD	Anesthesiology	Medicus Healthcare Solutions
21	Kwan	Tina	MD	Pediatrics	Children's Heart Center Nevada
22	Leong	Riza	APRN	Medicine/Internal Medicine	UMC
23	Maduka	Godwin	MD	Anesthesiology	Las Vegas Pain Institute
24	McAuliffe	Matthew	MD	Medicine/Physical Medicine	Monitoring Associates LLC
25	Ong	Lianne	MD	Family Medicine	UNLV Family Medicine
26	Orevillo	Joel	MD	Medicine/Pulmonary	Pulmonary Associates
27	Phillips	Todd	PAC	Emergency Medicine	Sound Physicians
28	Prabhu	Rachakonda	MD	Medicine/Pulmonary	Sleep Center of Nevada
29	Rachakonda	Tara	MD	Medicine/Internal Medicine	Sleep Center of Nevada
30	Rane	Santosh	MD	Medicine/Cardiology	Prime Cardiology of Nevada
31	Roth	Jeffrey	MD	Surgery/Plastic Surgery	Las Vegas Plastic Surgery
32	Scott	William, Jr.	DO	Surgery/General & Trauma	Southern Nevada Surgery Specialists
33	Shah	Vipul	MD	Medicine/Nephrology	Kidney Specialists of Southern Nevada
34	Shahin	Ziad	PAC	Medicine	Nevada Comprehensive Pain Center
35	Thomas	Blair	DMD	Surgery/Oral/Maxillofacial Surgery	UNLV School of Dental Medicine
36	Thompson	Devin	MD	Emergency Medicine	Sound Physicians
37	Truc	Clarice	MD	Medicine/Internal Medicine	Intermountain Healthcare
38	Vahey	James	MD	Orthopedic Surgery/Hand Surgery	Hand Center of Nevada
39	Venkatesan	Srinivasan	MD	Medicine/Internal Medicine	Intermountain Healthcare

40	Vohra	Meena	MD	Pediatrics/Pediatric Critical Care	Las Vegas Pediatric Critical Care
41	Volk	Peter	MD	Anesthesiology	Surgical Anesthesia Services, LLP
42	Voong	Tony	DO	Family Medicine	UNLV Health
43	Wan	WingYee	MD	Medicine/Endocrinology	Office of Military Medicine
44	Wood	Richard	DO	Emergency Medicine	Office of Military Medicine

**J. REQUEST FOR LEAVE OF ABSENCE**

1	Giacobbe	Lauren	MD	Obstetrics and Gynecology	High Risk Pregnancy Center	No longer with High Risk Pregnancy Center and has not secured employment at another facility
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**K. REMOVAL FROM STAFF**

1	Carlevato	Nicholas	MD	Radiology	Essential Radiology	No longer contracted with UMC
2	Etebar	Ramin	MD	Ambulatory Care	UMC Quick Care	No longer employed by UMC
3	Gelshenen	Kevin	MD	Radiology	Essential Radiology	No longer contracted with UMC
4	Khan	Jehanzeb	MD	Radiology	Essential Radiology	No longer contracted with UMC
5	Kihira	Shingo	MD	Radiology	Essential Radiology	No longer contracted with UMC
6	McDonald	Philip	MD	Radiology	Essential Radiology	No longer contracted with UMC
7	Phillips	Todd	PAC	Emergency Medicine	Sound Physicians	No Longer with Contracted Group
8	Rahim	Shiraz	MD	Radiology	Essential Radiology	No longer contracted with UMC
9	Rana	Gaurav	DO	Radiology	Essential Radiology	No longer contracted with UMC
10	Ricana	Byron	APRN	Internal Medicine	Platinum Hospitalists	No DOP received
11	Rosenblum	Richard	DO	Radiology	Medicus Healthcare	No longer working with Medicus
12	Rubin	Michael	MD	Radiology	Medicus Healthcare	No longer working with Medicus
13	Shah	Rakesh	MD	Radiology	Medicus Healthcare	No longer working with Medicus
14	Wallace	Adam	MD	Radiology	Essential Radiology	No longer contracted with UMC
15	Winters	Ronald	MD	Radiology	Medicus Healthcare	No longer working with Medicus

**L. REQUEST FOR RESIGNATION**

1	Byrne	Matthew	MD	Anesthesiology	Office of Military Medicine	Relocating out of state
2	Feng	Hui	DO	Medicine	Intermountain Healthcare	No Reason Provided
3	Henderson	Christopher	PAC	Emergency Medicine	Office of Military Medicine	Completed Fellowship Program
4	Khamo	Sefi	MD	Anesthesiology	Medicus Healthcare	No Malpractice

**M. ADJOURNMENT**



# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee

FROM:        Dr. Albert Cook, Chief of Radiology

SUBJECT:     Radiology Delineation of Privileges (DOP) Revisions

DATE:        May 13, 2024

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

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



NAME: \_\_\_\_\_

- ☐ Initial  
☐ Reappointment  
☐ Additional  
Privilege

Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**PRIVILEGES IN RADIOLOGY**

The establishment of privileges and procedures in the Department of Radiology shall be in accordance with the Bylaws of the Medical and Dental Staff. Physicians in the Department of Radiology, Tele-Radiology, Nuclear Medicine and Interventionist have privileges to admit, treat, consult or follow patients as defined by the Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center.

- Eligibility Criteria:** To be eligible to request clinical privileges in the Radiology Department, the applicant must meet the following minimum criteria:
- Basic Education:** M.D. or D.O.
- Minimum Training:** Completion of an ACGME/AOA-accredited residency training program in Radiology, Diagnostic Radiology, Radiation Oncology, Therapeutic Radiology, Vascular & Interventional Radiology, Diagnostic Angiography or Nuclear Medicine.
- Must be Board Certified by the American Board of Radiology, American Osteopathic Board of Radiology, or the Royal College of Physicians and Surgeons of Canada ~~or achieve Board Certification~~ within 5 years from completion of training. [Board certification through the National Board of Physicians and Surgeons is acceptable for recertification of board.](#)
- Experience:** Must be able to demonstrate that he or she has performed at least 50 procedures/interpretations, for privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.

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

<b>Qualifications:</b>	<ul style="list-style-type: none"><li>• Active member of the Medical and Dental Staff in good standing.</li><li>• Maintain approved privileges for respective specialty.</li><li>• Board Certified in Radiology and in active Radiology practice at UMC OR</li><li>• Board Certified in Nuclear Medicine</li></ul>
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CORE PRIVILEGES IN TELE-RADIOLOGY ONLY	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
<b>ROUTINE INTERPRETATION:</b> Include but are not limited to routine plain film and fluoroscopy interpretation, CT, US, MRI and Nuclear Medicine.			

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

**CORE PRIVILEGES IN RADIOLOGY**

- Eligibility Criteria:** To be eligible to request **CORE** clinical privileges in Radiology, **the applicant must meet the criteria for privileges in Radiology in addition to the following criteria for CORE privileges in Radiology:**
- History & Physical:** Competent to perform patient's medical history & Physical examination.

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

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**SPECIAL PRIVILEGES IN RADIOLOGY**

<b>SPECIAL PRIVILEGES:</b>	Defined as high risk, problem prone, or new technology, not routinely part of Radiology practice.
<b>ELIGIBILITY CRITERIA:</b>	To be eligible to request SPECIAL privileges, the applicant must meet the minimum criteria for CORE privileges in addition to the following:
<b>MINIMUM TRAINING:</b>	Successful completion of an accredited ACGME or AOA residency training program in Radiology, and acceptable supervised training in residency, fellowship, CAQ or other acceptable program; and Documentation of knowledge in indication for the procedure/test/therapy.

SPECIAL PRIVILEGES IN RADIOLOGY			
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED
<b>NUCLEAR MEDICINE-THERAPEUTIC:</b>	<i>Nevada Radiation Control Program Radioactive Materials License</i>		
<b>DIAGNOSTIC ANGIOGRAPHY AND VENOGRAPHY:</b> Inclusive of all body parts EXCEPT the Heart.	<i>Initial: Interventional Radiology Fellowship or CAQ (Certificate of Added Qualification) or Interventional Residency or</i>		

	<i>documentation of 10 cases in past 24 months.</i>		
<b>PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY:</b> Endovascular Therapy of all body parts except heart inclusive of angioplasty, endovascular stents, thrombolytic therapy, atherectomy, vasoactive therapy, embolization, dialysis graft thrombolysis, tumor embolization or ablation, chemotherapy.	<i>See Attached Criteria</i>		
<b>PERCUTANEOUS INTERVENTIONAL PROCEDURES:</b> Percutaneous Interventional procedures including biliary and urinary drainage procedures and stents, tumor ablation, TIPS, transvascular biopsy, vertebroplasty, kyphoplasty	<i>Interventional Radiology Fellowship or CAQ (Certificate of Added Qualification) or Interventional Residency or documentation of -20 cases in past 24 months</i>		
<b>ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM (AAA)</b>	<i>See Attached Criteria</i>		
<b>MODERATE SEDATION</b>	<i>See Attached Criteria</i>		
<b>NEUROLOGIC INTERVENTIONAL RADIOLOGY PROCEDURES</b>			
<b>Stroke Embolectomies and Carotid Stenting</b>	<i>See Attached Criteria</i>		
<b>Cerebral Aneurysm Coiling and all other Neuro Interventional procedures</b>	<i>See Attached Criteria</i>		

**ACKNOWLEDGEMENT OF PRACTITIONER:**

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

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

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

\_\_\_\_\_  
APPLICANT SIGNATURE DATE

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

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

\_\_\_\_\_  
CHIEF, DEPARTMENT OF RADIOLOGY

\_\_\_\_\_  
DATE

Department of Radiology, University Medical Center  
Revised: 11/00; 05/01; 05/06, 12/08; 05/01/12; 09/19/18; 8/08/2019; 2/18/20; 04.2021  
Credentials Approved: 07/17/14; 01/17/2019; 9/19/2019; 05.2021; 03/21/2024  
MEC Approved: 05/2/12; 07/22/14; 01/22/2019; 09/24/2019; 05.2021, 03.26.2024  
Board of Hospital Trustees: 11/98, 06/19/12; 08/19/14; 02/19/2019; 10/15/2019; 05.2021, 03.27.2024

#### **PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY AT INITIAL**

- An applicant must meet all the criteria in either Track I or Track II to perform Peripheral Endovascular Stent Placement and Peripheral Angioplasty.

Physicians Eligible to Apply: Cardiovascular or Vascular Surgeons

- Diagnostic Radiologists with Interventional Privileges
- Cardiologists with Interventional Privileges

#### **Track I (Fellowship):**

- Documentation of formal Endovascular or Interventionist Fellowship training; and Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing Peripheral Angioplasty and Stent Placement independently and safely;
- List of appropriate procedures done in fellowship provided to Medical Staff Office, including a statement of patient outcomes including morbidity and mortality events;
- Successfully complete proctorship of the first 5 cases of peripheral Endovascular stent placement and first 5 cases of peripheral angioplasty .in the last 12 months.

#### **Track Two (Non-Fellowship):**

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

#### **ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM AT INITIAL**

##### **1. PHYSICIANS ELIGIBLE TO APPLY**

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

##### **2. TRAINING REQUIREMENTS**

###### **a. Track One – Fellowship Track**

- i. Documentation of formal Endovascular or Interventionist Fellowship training; and
- ii. Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing endovascular prosthesis for repair of aortic aneurysm independently and safely, and
- iii. List of appropriate procedures done in fellowship provided to Medical Staff Office.
- iv. Documentation of skill in Peripheral Angioplasty and Stent Placement within the last 12 months.

###### **b. Track Two – Non-Fellowship Track**

- i. Provide documentation of satisfactory participation at a "device-specific" hands on course; and
- ii. Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; and
- iii. Complete proctorship of the first 10 Endovascular prostheses for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.
- iv. Physicians who have successfully completed 10 proctored cases may then proctor other physicians requesting these privileges..

#### **NEUROLOGIC INTERVENTIONAL RADIOLOGY**

##### **STROKE EMBOLECTOMIES AND CAROTID STENTING**

Initial Application:

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

OR

Fellowship in Interventional Radiology AND

20 carotid/cerebral angiograms performed and interpreted in the last 2 years AND

5 supervised by physician in acute embolectomies and applicant as a second assist AND

5 supervised by physician in acute embolectomies and applicant as first assist in the last 2 years

Reappointment: 20 acute stroke embolectomies in the last 2 years

#### NEURO INTERVENTIONAL RADIOLOGY PROCEDURES

Initial Application:

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

OR

Fellowship in Interventional Radiology AND

Qualify for privileges in acute stroke embolectomies AND

5 supervised by physician in neuro interventional radiology procedures and applicant as second assist AND

5 supervised by physician in neuro interventional radiology procedures and applicant as first assist in the last 2 years

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

#### CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS

Moderate Sedation/ Initial Credentialing and Reappointment:

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

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

\*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

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

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

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

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

Department of Radiology, Delineation of Privileges

Page 6 of 7

## Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

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

### Pre-Anesthesia Assessment:

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

The pre anesthesia assessment must contain:

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

### Post-Anesthesia Assessment:

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

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

The post anesthesia assessment must contain:

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

### Medication Management:

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

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

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician Name Typed or Printed Legibly

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

Credentials Approved: 07/17/14; 01/17/2019; 9/19/2019; 05.2021; 03/21/2024  
MEC: July 26, 2011, April 24, 2012, 03.26.2024  
BOT August 16, 2011, May 15, 2012, 03.27.2024



# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee

FROM:        Dr. Erik Kubiak, Chief of Orthopaedic

SUBJECT:    DOP – Section of Podiatry Revision

DATE:        May 13, 2024

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Dr. Erik Kubiak, Chief of Orthopaedic has recommended the revisions be made to the DOP – Section of Podiatry Revision. Please see page 1 of the attached DOP.

**UNIVERSITY MEDICAL CENTER  
LAS VEGAS, NEVADA  
DEPARTMENT OF ORTHOPAEDIC SURGERY – SECTION OF PODIATRY  
DELINEATION OF PRIVILEGES**

NAME: \_\_\_\_\_

First Application \_\_\_\_\_  
Renewed \_\_\_\_\_

Effective From \_\_\_\_/\_\_\_\_/\_\_\_\_ TO \_\_\_\_/\_\_\_\_/\_\_\_\_

The establishment of privileges and procedures in the Department of Orthopaedic Surgery, Section of Podiatry shall be in accordance with the Bylaws of the Medical and Dental Staff. Podiatric Surgeons in the Department of Orthopaedic Surgery, Section of Podiatry have privileges to **co-admit** with an appropriate primary care physician for both adult and pediatric patients and to direct the course of treatment for the podiatric conditions for which these patients are admitted. An appropriate primary care physician is a physician qualified by training to treat, or obtain appropriate consultation to treat, adult and pediatric patients for co-existing, co-morbid conditions.

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

**Basic Education:** Licensed by the Nevada Board of Podiatric Medicine **AND**

**Minimal Formal Training** Successful completion of accredited four year College of Podiatric Medicine program. For CORE privileges (Classes I, II, and III) at least one year of Podiatric Surgical Residency or preceptorships prior to 1997.

**Must be Board Certified by the American Board of Foot and Ankle Surgery, American Board of Multiple Specialties in Podiatry, American Board of Podiatric Medicine within seven (7) years of completion of Residency. ~~All Non-Board Certified Podiatrists on staff prior to January 1, 2012, will continue to maintain staff membership and/or privileges in the Department of Orthopaedic Surgery Section of Podiatry.~~**

**Experience:** Demonstrated current practice in the management of patients, and must be able to demonstrate that he/she has performed at least 50 core procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence upon request.

**History & Physical:** Podiatrists are responsible for the part of their patient's History & Physical exam that relates to Podiatry.

For the purpose of this list of procedures, the following definitions shall apply:

**Ankle:** The portion of the ankle including the distal fibular and tibia including malleoli and muscles of the leg covering the foot.

**Skin of Foot:** That skin which is distal to the major plan of the tibiotalar joint.

**Forefoot:** That portion of the foot distal to the metatarsal necks.

**Midfoot:** That portion of the foot between the plane of the navicular-cuneiform joint, calcanea-cuboid joint and the metatarsal necks.

**Hindfoot:** That portion of the foot distal to the major plane of the tibiotalar joint (not including the tibial and fibular malleoli) and proximal to the plane of the navicular-cuneiform joint, calcaneo-cuboid joint.

**CORE PRIVILEGES**

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<b><u>AMBULATORY MEDICINE</u></b> <b><u>(Outpatient Services Only):</u></b> For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Surgery Section of Podiatry Delineation of Privileges.				
<b><u>Telemedicine</u></b>				
<b><u>CLASS I QUALIFICATIONS</u></b>	<b>APPROPRIATE FORMAL TRAINING IN AN APPROVED SCHOOL AND</b>			
Excision, cutaneous lesions				
Excision of: nail matrix, foreign				

body (toe), Verrucae	DOCUMENTED CURRENT EXPERIENCE IN THE REQUESTED PRIVILEGE. MEMBERSHIP IN THE AMERICAN COLLEGE OF FOOT SURGEONS IS DESIRABLE			
Exostectomy of phalanx, Arthroplasty of lesser toes, Tenotomy & capsulotomy of toes				
CO2 Laser of Soft Tissue Lesions	See attached criteria			

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<b><u>CLASS II QUALIFICATIONS</u></b>	CLASS I QUALIFICATIONS PLUS CERTIFICATION OR QUALIFIED FOR CERTIFICATION IN PODIATRIC SURGERY, AT LEAST ONE YEAR OF RESIDENCY TRAINING IN AN APPROVED PROGRAM OR EQUIVALENT TRAINING AND EXPERIENCE ACCEPTABLE TO MEDICAL STAFF AND BOARD AUTHORITIES AND IN ALL INSTANCES, COMPETENCE AND CONTINUING EXPERIENCE IN THE PROCEDURES REQUESTED (Only exceptions are preceptorships prior to 1997.)			
Excision, tendon lesion (ganglion, tumor forefoot or midfoot)				
Excision, inter-metatarsal neuroma				
<b>PRIVILEGE</b>		<b>R=REQUESTED</b>	<b>A=APPROVED</b>	<b>C=APPROVED W/CONDITIONS</b>
Bunionectomy without osteotomy or implantation, i.e., (silver)				
Remodeling of lesser metatarsal: <ul style="list-style-type: none"> <li>a. Plantar condylectomy</li> <li>b. Tailor's Bunionectomy</li> <li>c. Solitary metatarsal head resection</li> </ul>				
Fracture of digits ORIF, closed				
Amputation of a toe				
Sesamoidectomy (metatarsophalangeal joint and interphalangeal joint)				
Tendon transfer or redirection of toe				
Removal of foreign body from forefoot				
<b><u>CLASS III QUALIFICATIONS</u></b>	CLASS II QUALIFICATIONS PLUS DEMONSTRATED CURRENT COMPETENCY AND CONTINUING EXPERIENCE IN THE PROCEDURES REQUESTED			
Syndactylism of toes				
Desyndactylism of toes without graft				
Osteotomy of metatarsal (with or without Fixation)				
Osteotomy of metatarsal of phalanges (with or without fixation)				
Fusion of metatarsals or phalanges				
Fusion Interphalangeal Joint Hallux				
Tendon transfer or redirection (Forefoot)				
Endoscopic Plantar Fasciotomy				
Prosthesis, silastic, metatarso-phalangeal joint & digital implants				
<b><i>Forefoot Area:</i></b>				
Pan-metatarsal head resection				
Bunionectomy with osteotomy				
Excision, benign osseous tumor digit				
<b><i>Midfoot and Hindfoot:</i></b>				

Excision, plantar calcaneal spur				
Excision, retro-calcaneal exostosis				
Fusion of metatarsal cuneiform joint or dorsal exostectomy				
Plantar fascia release				
Removal of foreign body from hind foot				
I&D fore foot, mid foot, rear foot				
Excision of soft tissue lesion from hindfoot				

### SPECIAL PRIVILEGES

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<b><u>CLASS IV QUALIFICATIONS</u></b>				
Excision, osseous benign tumor, hind foot, with or without grafting	<b>CLASS III QUALIFICATIONS PLUS A SECOND YEAR OF RESIDENCY/ FELLOWSHIP TRAINING. MUST PROVIDE FIVE DOCUMENTED CASES PER PROCEDURE. ANY CLASS IV PROCEDURE MUST BE REVIEWED BY THE CHIEF OF SURGERY OR DESIGNEE PRIOR TO THE SURGERY.</b>			
Tarsal tunnel release				
Metatarsal adductus correction, soft tissue And osseous				
Flat foot reconstruction with or without Osteotomy and bone graft				
Cavus foot reconstruction with or without Osteotomy and bone graft				
Triple Arthrodesis				
Midfoot Fusion/Osteotomy				
Sub Talor Joint Arthroscopy				
Sub Talor Joint Arthroresis with implant				
Bone graft harvest foot and ankle				
Ankle stabilization repair of ligaments				
Achilles tendon repair lengthening				
Gastrocnemius recession				
Surgical treatment-Osteomyelitis				
ORIF, External fixation fractures, forefoot, Midfoot, hindfoot				
I & D Ankle				
Neurolysis, Neurectomy, ankle				
Excision Ox Trigonum or accessory bones				
Excision, soft tissue tumor/mass, ankle				
Excision, Osseum tumor, rearfoot, midfoot				
Skin graft, foot/ankle				
Tendon transfer, lengthening, repair, Foot/ankle				
Bone Marrow Aspiration from lower extremities				
Ankle Arthroscopy				
External Fixators				

Ankle Arthrodesis				
Angular correction of ankle joint deformities				
Ankle joint prosthesis implant				
Laser Arthroscopy	<b>See attached criteria</b>			
Hospice & Palliative Care	<b>See attached criteria</b>			

### ACKNOWLEDGEMENT OF PRACTITIONER:

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

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

I have attached the supporting documentation required to request the Department of Orthopaedic Surgery, Section of Podiatry, **CLASS I, CLASS II, CLASS III, and CLASS IV** privileges.

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

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

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

### **\*\*MEDICAL STAFF USE ONLY\*\***

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

\_\_\_\_\_  
SECTION CHIEF, PODIATRY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHIEF, DEPARTMENT OF ORTHOPAEDIC SURGERY

\_\_\_\_\_  
DATE

Revised: 02/14/07; 2/4/10; 7/19/2011; 1/11/2012; 5/15/2012; 8/22/12; 12/2012, 09.2017; 04/2021

Approved Credentials: 03/18/10; 7/21/2011; 1/19/2012; 5/17/2012; 9/20/12; 12/20/2012, 09/21/2017; 05/2021

Approved MEC: 03/23/10; 7/26/2011; 1/24/2012; 5/22/2012; 9/25/12; 12/24/2012, 09/26/2017; 05/2021

Approved BOT: 09/16/03; 08/16/05; 03/20/07; 04/20/2010; 8/16/2011; 2/21/2012; 6/19/2012; 10/16/12; 1/15/2013, 10/17 /2017

Approved Governing Board: 05/2021

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

### **LASER CRITERIA**

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



# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee  
FROM:        Surgery Department  
SUBJECT:     CVT DOP  
DATE:        May 13, 2024

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The Surgery Department is recommending the following revisions be made; please see attached redlines

**UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA  
DEPARTMENT OF SURGERY  
SECTION OF CARDIOVASCULAR/THORACIC SURGERY  
DELINEATION OF PRIVILEGES**



NAME: \_\_\_\_\_

- ☐ Initial Application  
☐ Reappointment  
☐ Additional Privilege

Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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

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

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

**Minimal Formal Training:** Successful completion of an accredited ACGME or AOA Residency training program in CVT or Vascular surgery.  
(Initial Application) Board Certified by the American Board of Thoracic Surgery or board certified within 5 years of completion of residency or fellowship.

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

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

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

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<b><u>AMBULATORY MEDICINE (Outpatient Services Only):</u></b> For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Surgery /Cardiovascular/Thoracic Surgery Section Delineation of Privileges.			
<b><u>BASIC CV/TH PRIVILEGES:</u></b> Admit patients with CV/TH related problems. Provide consultation on patients with CV/TH related problems. Order diagnostic studies and procedures related to CV/TH problems. Treat patients with CV/TH problems			
<b><u>CARDIAC PROCEDURES:</u></b> Pericardium, Pericardiocentesis, Pacemaker insertion, Aortic arch, Acquired cardiac (valve surgery, aorta coronary bypass, complications of myocardial infarction), Congenital cardiac simple ductus ASD and coarctation, Congenital cardiac complex VSD, TGA, AV canal, AS, PS, Endomyocardial biopsy, Supervision of Cardiopulmonary Bypass, Maze, Percutaneous Tracheostomy; Cannulation (Venous, Arterial) for Extracorporeal Circulation	On initial application, the physician will be required to provide documentation of 50 cardiac procedures		
<b><u>THORACIC PROCEDURES:</u></b> Esophagus, Thymus, Trachea, Thoracentesis, Bronchoscopy (rigid, fiberoptic), Mediastinoscopy, Thoracoscopy, Thoracostomy, Thoracostomy with lung resection, and complex wound management			
<b><u>VASCULAR PROCEDURES:</u></b> Venous, Peripheral arterial, Carotid, Aorta distal to arch, IABP insertion, IVC umbrella			

### SPECIAL PRIVILEGES

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

**Eligibility Criteria:**

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

Acceptable supervised training in residency, fellowship or other acceptable program; and demonstration of knowledge of indications for the procedure/test/therapy/, **PLUS**

**Previous Experience:**

Documentation of successful completion of training and demonstrated current competence in the privilege(s) requested, and documentation of competence to obtain and retain clinical privileges as set forth in criteria.

### SPECIAL PRIVILEGES

PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED
<b>PERIPHERAL VASCULAR INTERVENTIONAL</b> (Angioplasties, stent placement, and associated procedures)	SEE ATTACHED CRITERIA		
<b>PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY</b>	SEE ATTACHED CRITERIA		
<b>ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM</b>	SEE ATTACHED CRITERIA		
<b>TRANSCATHETER AORTIC VALVE REPLACEMENT (TAVR)</b>	SEE ATTACHED CRITERIA		
<b>LASER PRIVILEGES</b> ( <i>Circle each being requested</i> ) Co2      Yag      Holmium	SEE ATTACHED CRITERIA		
<b>MODERATE SEDATION</b>	SEE ATTACHED CRITERIA		
<b>MODIFIED MINIMALLY INVASIVE MAZE</b>	SEE ATTACHED CRITERIA		
<b>Electromagnetic Navigation Bronchoscopy</b>	SEE ATTACHED CRITERIA		
<b>Adult Extracorporeal Membrane Oxygenation (ECMO) Management</b>	SEE ATTACHED CRITERIA		
<b>Adult Extracorporeal Membrane Oxygenation (ECMO) Cannulating</b>	SEE ATTACHED CRITERIA		

**ACKNOWLEDGEMENT OF PRACTITIONER:**

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

- (a) In exercising any clinical privileges granted, I am constrained by Hospital and Medical Staff policies and rules applicable generally and any applicable to the particular situation.

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

I have attached the supporting documentation required to request these Department of Surgery, Section of Cardiovascular/ Thoracic Surgery **CORE** and **SPECIAL PRIVILEGES**.

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

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

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
SECTION CHIEF, CVT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHIEF, DEPARTMENT OF SURGERY

\_\_\_\_\_  
DATE

Revised: 2/13/08; 05/08; 2/05/10; 5/14/2012; 8/22/12; 12/2012, 12/2015, 01.13.2016; 04/2021; 07/13/2023

Credentials: 6/19/08; 03/18/10; 11/15/2011; 5/17/2012; 9/20/12; 12/20/2012; 05/15/2014, 12/17/2015, 01.21.2016; 01/17/2019; 07/16/2020; 10/15/2020, 03/18/2021; 05/2021; 07/20/2023; 8/2023

MEC: 02/26/08; 6/24/08; 03/23/10; 11/27/2011; 5/22/2012; 9/25/12; 12/24/2012; 05/27/2014, 12/22/2015, 01.26.2016; 05/2019; 07/28/2020; 10/27/2020, 03/23/2021; 05/2021; 07/25/2023; 8/22/2023

Governing Board 07/29/2020; 10/28/2020; 05/2021; 07/26/2023; 8/30/2023

**PERIPHERAL VASCULAR INTERVENTIONAL PRIVILEGES**

The Candidate that has had vascular surgery training in his/her combined general and thoracic surgery residency may be granted privileges in peripheral vascular interventional provided that **one of the following is met:**

- Completion of a vascular fellowship or residency or
- Completion of a Cardio/Thoracic residency or
- Completion of a Transplant Fellowship with vascular or
- Seventy (70) documented major vascular cases within 24 months.

**PERIPHERAL ENDOVASCULAR STENT PLACEMENT AND PERIPHERAL ANGIOPLASTY**

1. **PHYSICIANS ELIGIBLE TO APPLY**

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

2. **TRAINING REQUIREMENTS**

a. **Track One – Fellowship Track**

- i. Documentation of formal Endovascular Fellowship training, and
- ii. ~~Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing Peripheral Angioplasty and Stent Placement independently and safely, and~~

- ~~iii. List of appropriate procedures done in Fellowship provided to Medical Staff Office including a statement of patient outcomes including morbidity and mortality, events; and~~
- ~~iv.ii. Successfully complete proctorship of the first five (5) cases of peripheral endovascular stent placement and first five (5) cases of peripheral angioplasty in the last-past 12 months.~~

**b. Tract Two – Non-Fellowship Track**

- i. Provide documentation of successful completion of one “hands-on” peripheral vascular course in each stenting and angioplasty method; ~~and or~~
- ii. Successfully complete proctorship of the first five (5) cases of peripheral endovascular stent placement and first five (5) cases of peripheral angioplasty in the last-past 12 months.

Proctor(s) may not have business or family relationship with Physician under proctorship.

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

## **CRITERIA FOR ENDOVASCULAR PROSTHESIS FOR REPAIR OF AORTIC ANEURYSM**

**1. PHYSICIANS ELIGIBLE TO APPLY**

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

**2. TRAINING REQUIREMENTS**

**a. Track One – Fellowship Track**

- i. Documentation of formal Endovascular Fellowship training; and 5 cases in the past 12 months  
~~Letter of recommendation from the Fellowship Program Director stating the applicant physician is adequately trained and should be capable of performing endovascular prosthesis for repair of aortic aneurysm independently and safely, and~~
- ~~ii. Case log or OPPE of appropriate procedures done in fellowship provided to Medical Staff Services to include patient outcomes including morbidity and mortality events, and~~
- ~~ii. Has been previously granted Peripheral Angioplasty and Stent Placement privileges at UMC~~

**b. Track Two – Non-Fellowship Track**

- i. Provide documentation of satisfactory participation at a “device-specific” hands on course; and
- ii. Provide documentation of completion of proctoring as required by device manufacturer, including documentation of requirements of the manufacturer; and 5 cases in the past 12 months  
~~Complete proctorship of the first 10 Endovascular prosthesis for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another Joint Commission Accredited institution within the community. Proctor(s) may not have business or family relationship with Physician under proctorship.~~

3. Proctor(s) may not have business or family relationship with Physician under proctorship.

4. \_\_\_\_\_

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

## **CRITERIA FOR TRANSCATHETER AORTIC VALVE REPLACEMENT (TAVR):**

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

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

Focused Professional Practice Evaluation (FPPE): Two (2) cases retrospectively proctored by a member of the medical staff holding this privilege.

Reappointment: Documentation of the performance of five (5) cases in the previous twenty-four months.

### **ADDITIONAL PRIVILEGES**

The request for additional privileges to perform endovascular surgery including laser, balloon dilatation, atherectomy and angioplasty or video assisted thoracoscopy will require documentation of specific training experience and certification. These additional privileges will be granted upon the presentation of documented attendance at a nationally recognized “hands on” seminar, and approved by the Surgery Committee. The Chief of the Department of Surgery will then forward the approved recommendation to the Credentials Committee.

### **OTHER DOCUMENTATION**

At the discretion of the Chief of the Department of Surgery, OP reports, special references, or any other documents and interviews deemed pertinent to determine a candidate’s suitability to hold surgical privileges may be requested. It shall, in all cases, be the candidate’s responsibility to provide any and all documentation requested and to make himself/herself available for interview.

### **CRITERIA FOR MODIFIED MINIMALLY INVASIVE MAZE PROCEDURE**

#### **TRAINING REQUIREMENTS**

##### **Initial:**

- i. Documentation of formal Thoracic and Cardiothoracic Surgery Fellowship training program with Modified Minimally Invasive Maze training; **AND**
- ii. Applicants must be able to demonstrate successful performance of (3) Three to (5) five Modified Minimally Invasive Maze procedures in the past 12 months. The provided cases will be proctored concurrently by the section chief or designee and a letter of release will be produced.

##### **OR**

- i. If Modified Minimally Invasive Maze was not a part of cardiothoracic surgery training, applicants must complete a formal course in performing the Modified Minimally Invasive Maze procedure; **AND**
- ii. Applicants must be able to demonstrate successful performance of (3) Three to (5) five Modified Minimally Invasive Maze procedures in the past 12 months. The provided cases will be proctored concurrently by the section chief or designee and a letter of release will be produced.

##### **Reappointment:**

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

### **CRITERIA FOR ELECTROMAGNETIC NAVIGATION BRONCHOSCOPY:**

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

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

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

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

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

## **Adult Extracorporeal Membrane Oxygenation (ECMO) Management**

### **Physicians able to request ECMO Managing privileges:**

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

### **Fellowship Trained:**

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

### **Non-Fellowship Trained:**

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

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

### **Criteria at Reappointment:**

- 6 ECMO cases in past 24 months

## **Adult Extracorporeal Membrane Oxygenation (ECMO) Cannulating**

### **Physicians able to request only ECMO Cannulating privileges:**

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

### **Fellowship Trained:**

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

### **Non-Fellowship Trained:**

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

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

### **Criteria at Reappointment:**

- 6 ECMO Cannulation cases in the past 24 months

## **LASER SURGERY:**

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

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

**Moderate Sedation/ Initial Credentialing and Reappointment:**

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

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

\*ALS – Accepted by the American Red Cross

**Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:**

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

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

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

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

**Pediatric Deep Sedation/Initial Credentialing and Reappointment:**

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

**LASER SURGERY:**

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

## **Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements**

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

### Pre-Anesthesia Assessment:

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

The pre anesthesia assessment must contain:

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

### Post-Anesthesia Assessment:

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

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

The post anesthesia assessment must contain:

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

### Medication Management:

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

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

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician Name Typed or Printed Legibly

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

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





# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee  
FROM:        Surgery Department  
SUBJECT:    Transplant Surgery DOP Revision  
DATE:        May 3, 2024

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The Surgery Department is recommending the attached redline addition adding d Vinci Robotic privilege and criteria to the Transplant Surgery DOP

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



NAME: \_\_\_\_\_

☐ Initial Application

Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

☐ Reappointment

☐ Additional Privilege

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

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

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

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

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

Privilege	Special Requirements	R=Requested	A=Approved
<b>CORE</b> transplant surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, and/or pre/post-operative care) to correct or treat conditions, illnesses or injuries. A representative, but not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within these privileges:			
<b>General Surgery Privileges:</b> Admit patients and perform history/physical exam for patients with general surgery related problems, Provide consultation on patient's general surgery related problems, Order diagnostic studies/procedures related to general surgery related problems, Treat/manage patients with general surgery related problems	Transplant Patients Only		

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

Privilege	Special Requirements	R=Requested	A=Approved
<b>Renal Transplantation</b> -Implant and explant of the transplanted kidney; Deceased donor nephrectomy; Removal of diseased kidney(s) from pre-transplant recipient; Procedures upon kidney, ureter and bladder resulting from complication of renal transplant; Live donor nephrectomy. Skills should also include handling of kidneys, ureter, bladder, arteries, vascular, veins, wound, bowel, urinary tract and, pancreas; Emergency Vascular Repair. Understanding of the current renal allocation and distribution system, HLA typing, biopsy the transplanted graft and current knowledge of the United Network of Organ Sharing (UNOS) rules and regulations governing renal transplant.	See below initial and reappointment criteria		
<b>Pancreas Transplantation</b> -Implant and Explant of the transplanted pancreas; Skills should also include the ability to remove the donor pancreas and implant the graft; ability to treat any complications of the procedure including those involving the urinary bladder, and perform biopsies of the pancreatic graft percutaneously. Knowledge should include the preservation of donor graft, HLA typing, UNOS rules and regulation governing the pancreas transplant, the pancreas allocation system. and current knowledge of the United Network of Organ Sharing (UNOS) rules and regulations.	See below initial and reappointment criteria		
<b>Deceased Donor Organ Recovery</b> - Management of the deceased donor to include the deceased donor nephrectomy, handling of organ removal; kidney/liver/pancreas including cold stored and machine preserved organs;.	See below criteria		
<b>Living Donor Nephrectomy</b>	See below criteria		
<b>Peritoneal Dialysis Catheter placement or removal.</b>	See below criteria		
<b>Laparoscopic Donor Nephrectomy</b>	See below criteria		
<b>Open Donor Nephrectomy</b>	See below criteria		
<b>Arteriovenous Fistula (AV-V Fistula) access and all associated procedures</b>	See below criteria		
<a href="#">da Vinci Robotic</a>	<a href="#">See below criteria</a>		
<b>Emergency Vascular Repair</b>			

In the event of a dire emergency and if, in the opinion of the physician, death will result without immediate treatment

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

to the patient, the practitioner will exercise medical judgment and initiate lifesaving treatment as is necessary regardless of his privileges, when it has been determined that an expert in the field is unavailable.

**ACKNOWLEDGEMENT OF PRACTITIONER:**

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

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

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

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

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

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

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

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

\_\_\_\_\_  
SECTION CHIEF, TRANSPLANTATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHIEF, DEPARTMENT OF SURGERY

\_\_\_\_\_  
DATE

Approved Credentials: 11/17/2022; 4/20/23; 3.2024

Approved MEC: 11/22/2022; 4/25/23; 3.2024

Approved by Board of Trustees: 12/14/2022; 4/26/23; 3.2024

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

**Renal Transplantation**

At initial application, the applicant is required to provide documentation of completion of American Society of Transplant Surgeons (ASTS) Certified Transplantation Fellowship and documentation of thirty (30) procedures performed in the previous 24 months.

At reappointment, the applicant must provide documentation of ten (10) hours Continuing Medical Education (CME) transplantation and documentation of ten (10) procedures performed in the previous 24 months.

**Pancreas Transplantation**

At initial application, the applicant is required to provide documentation of completion of American Society of Transplant Surgeons (ASTS) Certified Transplantation Fellowship with documentation of ten (10) procedures performed.

At reappointment, the applicant must provide documentation of ten (10) hours Continuing Medical Education (CME) transplantation and documentation of two (2) procedures performed in the previous 24 months.

**Deceased Donor Organ Recovery**

At initial application, the applicant must provide documentation of ten (10) multi-organ recoveries performed. This documentation will be reviewed and approved by the Medical Director of Transplant. The Medical Director may require additional documentation to assess current competency.

At reappointment, the applicant must provide documentation of five (5) procedures performed in the previous 24 months. If documentation is not available, approval will be required by the Medical Director of Transplant and the Chief of Surgery.

**Peritoneal Dialysis Catheter placement or removal**

At initial application, the applicant must provide documentation of five (5) cases performed. This documentation will be reviewed and approved by the Medical Director of Transplant. The Medical Director may require additional documentation to assess current competency.

At reappointment, the applicant must provide documentation of two (2) procedures performed in the previous 24 months. If documentation is not available, approval will be required by the Medical Director of Transplant and the Chief of Surgery.

**Laparoscopic Donor Nephrectomy**

At initial application, the applicant must provide documentation of ten (10) cases performed. This documentation will be reviewed and approved by the Medical Director of Transplant. The Medical Director may require additional documentation to assess current competency.

At reappointment, the applicant must provide documentation of five (5) procedures performed in the previous 24 months. If documentation is not available, approval will be required by the Medical Director of Transplant and the Chief of Surgery.

**Open Donor Nephrectomy**

At initial application, the applicant must provide documentation of ten (10) cases performed. This documentation will be reviewed and approved by the Medical Director of Transplant. The Medical Director may require additional documentation to assess current competency.

At reappointment, the applicant must provide documentation of five (5) procedures performed in the previous 24 months. If documentation is not available, approval will be required by the Medical Director of Transplant and the Chief of Surgery.

**Arteriovenous Fistula (AV-V Fistula) access**

At initial application, the applicant must provide documentation of ten (10) cases performed. This documentation will be reviewed and approved by the Medical Director of Transplant. The Medical Director may require additional documentation to assess current competency.

At reappointment, the applicant must provide documentation of five (5) procedures performed in the previous 24 months. If documentation is not available, approval will be required by the Medical Director of Transplant and the Chief of Surgery.

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

**DA VINCI ROBOT:**

**Initial:**

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

1. Didactic and hands-on experience in a course during an ACGME or AOA residency or fellowship program that incorporates robotic-assisted surgery into the program. Required documentation includes a letter from the training director attesting to experience and a log of ten cases performed as the primary operator.
2. If the surgeon is credentialed for robotic privileges at another facility then a letter from the department chair attesting that the surgeon has privileges and is deemed competent (as a result of quality monitoring) and documentation of (5) five cases, to include operative reports or dictation reports, performed as the primary operator in the previous 12 months.
3. Certificate of da Vinci Robotic training (to include the type of training) and delineation of training experience from Intuitive Surgical AND the first (5) five cases must have a proctor present (to be assigned by the Department Chief or Vice Chief) to be completed within the first (6) six months from the time privilege being granted. Additional monitoring may be requested by the Chief or Section Chief of the Department or the Credentials Committee.

**Reappointment:**

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

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



# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee  
FROM:        Surgery Department  
SUBJECT:    Urology DOP  
DATE:        May 1, 2024

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The Surgery Department is recommending the attached redline revision on the Urology DOP. Recommended revisions include:

- Remove: *add documentation of proctorship of cases provided by vendor under privilege criteria for Extracorporeal Shockwave Lithotripsy & Laser Lithotripsy*

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



NAME: \_\_\_\_\_

- ☐ Initial Application  
☐ Reappointment  
☐ Additional Privilege

Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**PRIVILEGES IN UROLOGY**

The establishment of privileges and procedures in the Department of Surgery/Section of Urology shall be in accordance with the Bylaws of the Medical and Dental Staff. Surgeons in the Department of Surgery have privileges to admit, treat, consult, or follow adult and pediatric patients as defined by the Medical and Dental Staff Bylaws and to direct the course of treatment for the condition for which these patients present to University Medical Center of Southern Nevada.

**Eligibility Criteria:** To be eligible to request privileges in the Surgery Department, Urology Section, the applicant must be a member of the Medical and Dental Staff, and meet the following minimum criteria:

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

**Minimal Formal Training** Successful completion of an accredited ACGME or AOA Residency training program in Urology.

Certification by the American Board of Urology approved by the Committee for Graduate Medical Education or prior AMA or AOA committees on medical education. **OR**  
Meet criteria requirements for admission to the American Board of Urology, and passing the certifying examination within five (5) years of completion of residency.

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

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

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

<b>CORE PRIVILEGES</b>				
I hereby request " <b>CORE</b> " Urology privileges that include the performance of surgical procedures (including admission, consultation, workup, pre- and post-operative care, diagnosis) to correct or treat conditions, illnesses or injuries. A representative, but of necessity not complete list of procedures is listed below. Other procedures and problems of similar complexity will fall within the <b>CORE</b> privileges.				
PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<b>AMBULATORY MEDICINE (Outpatient Services Only):</b> For all Physicians providing ongoing outpatient services to patients at any UMCSN Outpatient Clinic within the scope of the Department of Surgery / Section of Urology Delineation of Privileges.				
CORE privileges include the following: <b>*Open Intraabdominal Urologic procedures:</b> Nephrectomy with or without Ureterectomy Pyeloplasty; Adrenalectomy; Ureterectomy, Uretomy, Ureteroenterostomy, Ureteroneostomy, Radical Cystectomy, Intestinal Conduit and Continent Urinary Diversion, Bowel Resection as a Component of Urological Procedure, Complex Wound Management, Percutaneous Interventional procedures including urinary drainage procedures, stents and tumor ablation				
<b>*Open Prostatectomy-</b> Suprapubic; Retropubic; Perineal, Radical Prostatectomy Retropubic - Perianal (with or without pelvic Lymphadenectomy)				

<b>Laparoscopic Procedures:</b>	See attached criteria			
<b>Extracorporeal shockwave lithotripsy (ESWL)</b> Stent placement ESWL	See attached criteria			
<b>Laser Lithotripsy</b>	See attached criteria			
<b>Endoscopic Procedures:</b> Endoscopic Privileges: Kidney, Nephroscopy, Ureter, Bladder, Prostate, Urethra, Transurethral Surgery, Dilatation, Cystostomy,				
<b>Incontinence/Vaginal Surgery:</b> sling bladder suspension, Cystocele repair, artificial urinary sphincter placement, vaginal cyst excision, repair of urethral diverticulum				
<b>*da Vinci Robot</b>	See attached criteria			
<b>Advanced Female Urology Procedures:</b> Rectocele repair, hysterectomy for prolapse, Vaginal vault suspension, enterocele repair	See attached criteria			
<b>Penoscrotal /Urethral Surgery:</b> Orchidectomy, Orchiopexy, Epididymis Reconstruction, Anastomosis Scrotum Drainage, Scrotoplasty, Vasectomy, Vasovasostomy, Unilateral Vesiculotomy, Vesiculectomy, Biopsy, prostate, needle, single or multiple; transrectal or transperineal, Needle aspiration of prostate Seed Implantation, Circumcision, penile implant placement				

### SPECIAL PRIVILEGES

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

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

**Experience:** Documentation of successful completion of training and/or demonstrated current Competence in the privilege (s) requested, and Documentation of competence to obtain and retain clinical privileges as set forth.

PRIVILEGE	SPECIAL REQUIREMENTS	R=REQUESTED	A=APPROVED	C=APPROVED W/CONDITIONS
<b>PEDIATRIC UROLOGY:</b> Pediatric Reconstructive Procedures: Hypospadias repair, Ureteral reimplantation, pediatric pyeloplasty, Bladder Exstrophy, Cloaca, Cloacal Exstrophy repair, Ambiguous Genitalia, Management of Congenital Anomalies of the Genitourinary Tract, including Epispadias and Hypospadias, Plastic and Reconstructive Procedures on: Ureter, Bladder and Urethra, Genitalia, and Kidney, <b>Hernia Repair/Hydrocele</b>	See attached criteria			
<b>LAPAROSCOPIC UROLOGICAL SURGERY</b>	Documentation of training required			
<b>INTERSTIM THERAPY FOR URINARY CONTROL</b>	Documentation of training required			
<b>TARGETED CRYO ABLATION of the PROSTATE and KIDNEY</b>	Documentation of training required			
<b>MODERATE SEDATION</b>	See attached criteria			
<b>MICROWAVE THERAPY</b>	Documentation of training required			

### ACKNOWLEDGEMENT OF PRACTITIONER:

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

- a. In exercising any clinical privileges granted, I am constrained by Hospital and Medical and Dental Staff policies and rules applicable generally and any applicable to the particular situation.
- b. All members of the Medical and Dental Staff are authorized to perform emergency surgical and medical procedures at the hospital within the scope of their training. Any restrictions on the clinical privileges granted to me are waived in an emergency situation and in such situations my actions are governed by the applicable section of the Medical and Dental Staff Bylaws or related documents.
- c. The use of consultants in appropriate situations is strongly recommended.

I have attached the supporting documentation required to request these Surgery/Urology **CORE** and **SPECIALPRIVILEGES**.

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

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

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
SECTION CHIEF, UROLOGY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHIEF, DEPARTMENT OF SURGERY

\_\_\_\_\_  
DATE

Revised 9/98; 10/18/07; 11/08; 11/19/09; 5/14/2012; 12/2012; 03/2014;6/2014; 9/2014, 12/18/2014; 09.2017; 05.2019, 09/2019, 03/18/2021; 04/2021  
MEC: 02/26/07; 10/18/07; 11/25/08; 11/24/09; 5/22/2012; 12/24/2012; 3/25/2014;6/24/2014; 9/23/2014, 12.23/2014; 10.25.2016; 09.26.2017, 05/2019, 10/2019, 03/23/2021; 05/2021; 01/2022  
Approved by BOT: 04/17/07; 10/31/07; 12/16/08; 12/15/09; 6/19/2012; 1/15/2013; 4/15/2014;7/15/2014; 10/21/2014, 01/20/2015; 11.15.2016; 10.17.2017, 06/2019, 11/2019, 03/2021; 01/2022  
Governing Board: 05/2021; 01/2022

**SPECIAL PRIVILEGES CRITERIA**

**DA VINCI ROBOT:**

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

- Didactic and hands-on experience in a course during an ACGME or AOA residency or fellowship program that incorporates robotic-assisted surgery into the program. Required documentation includes a letter from the training director attesting to experience and a log of ten cases performed as the primary operator.
- If the surgeon is credentialed for robotic privileges at another facility then a letter from the department chair attesting that the surgeon has privileges and is deemed competent (as a result of quality monitoring) and documentation of (5) five cases, to include operative reports or dictation reports, performed as the primary operator in the previous 12 months.
- Certificate of da Vinci Robotic training (to include the type of training) and delineation of training experience from Intuitive Surgical AND the first (5) five cases must have a proctor present (to be assigned by the Department Chief or Vice Chief) to be completed within the first (6) six months from the time privilege being granted. Additional monitoring may be requested by the Chief or Section Chief of the Department or the Credentials Committee.

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

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

#### **LAPAROSCOPIC PROCEDURES:**

Initial and Reappointment-Documentation of 5 cases performed in the previous 24 months.

#### **EXTRACORPOREAL SHOCKWAVE LITHOTRIPSY (ESWL)-**

Initial Application- Documentation of training for privilege requested and ~~documentation of proctorship of cases provided by Vendor and~~ Documentation of 5 cases performed in the previous 24 months

Reappointment- Documentation of 5 cases performed in the previous 24 months.

#### **LASER LITHOTRIPSY-**

Initial Application- Documentation of training for each laser privilege requested ~~documentation of proctorship of cases provided by Vendor and~~ documentation of 5 cases performed in the previous 24 months.

Reappointment-Documentation of 5 cases performed in the previous 24 months.

#### **ADVANCED FEMALE UROLOGY PROCEDURES:**

Documentation of 10 cases performed in the previous 24 months or documentation of fellowship training.

#### **PEDIATRIC UROLOGY:**

On initial ~~application~~ application, the practitioner must provide the following: Pediatric Urology Subspecialty Board Certification **OR** in the process of Board Certification within seven (7) years of completion of residency in Urology from the American board of Urology AND 10 cases at Initial or documentation of fellowship training & 10 cases at reappointment.

#### **CRITERIA FOR MODERATE AND DEEP SEDATION PRIVILEGES:**

##### **CRITERIA FOR NON-ANESTHESIOLOGY PROVIDERS**

Moderate Sedation/ Initial Credentialing and Reappointment:

1. A letter to the Credentials Committee requesting the privilege AND
2. Physician must provide:
  - a. Maintain current ACLS\*, ALS\* or ATLS, or NRP, or PALS (as appropriate to patient population); **OR**
  - b. Residency or Fellowship trained in one of the following specialties: Emergency Medicine, Trauma, Critical Care, or Oral Maxillofacial; AND
3. Documentation indicating the physician has performed at least five (5) sedation cases in the previous 24 months and outcomes have been successful **AND**

4. Complete the practice guidelines for sedation and analgesia for non-anesthesiologists with 100% score. Exam is available on Physician link website, [www.umcsn.com](http://www.umcsn.com) and is required on initial request of privileges only **AND**
5. All physicians with anesthesia or sedation privileges must complete the physician acknowledgement of pre and post anesthesia assessment requirements to perform these procedures at UMC.

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

\*ALS – Accepted by the American Red Cross

Adult Deep Sedation and Intubation/Initial Credentialing and Reappointment:

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

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

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

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

Pediatric Deep Sedation/Initial Credentialing and Reappointment:

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

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

## Physician Acknowledgement of Pre and Post Anesthesia Assessment Requirements

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

### Pre-Anesthesia Assessment:

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

The pre anesthesia assessment must contain:

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

### Post-Anesthesia Assessment:

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

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

The post anesthesia assessment must contain:

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

### Medication Management:

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

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

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Physician Name Typed or Printed Legibly

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

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



# MEMORANDUM

## DEPARTMENT

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TO:            Credentials Committee  
FROM:        Surgery Department  
SUBJECT:    Transplant Surgery DOP Revision  
DATE:        May 3, 2024

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The Trauma Department is recommending the attached redline addition adding Nitrous Oxide Sedation privilege and criteria to the Trauma Burn DOP

**UNIVERSITY MEDICAL CENTER of SOUTHERN NEVADA  
DEPARTMENT OF TRAUMA  
SECTION OF BURN  
DELINEATION OF PRIVILEGES**



NAME: \_\_\_\_\_ ☐ Initial Application  
☐ Reappointment  
☐ Additional Privilege  
Effective FROM: \_\_\_\_\_ TO: \_\_\_\_\_

The establishment of privileges and procedures in the Section of Burns shall be in accordance with the Bylaws of the Medical and Dental staff. Surgeons in the Section of Burn have privileges to admit, and treat pregnant and non-pregnant, adult and pediatric patients who meet burn triage criteria and to direct the course of treatment for the condition for which these patients present to the Burn Care Center.

**Eligibility Criteria:** To be eligible to request **CORE** clinical privileges, the applicant must be a member in good standing of the Medical and Dental staff, the Department of Surgery, and meet the following minimum criteria:

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

**Minimal Formal Training:**

- Successful completion of an accredited ACGME or AOA residency training program in general surgery or plastic surgery, Board certified by the American Board of Surgery (as certified by the American Board of Medical Specialists), or the American Board of Plastic Surgery or equivalent by the American Osteopathic Association.
- Board Certification in General Surgery by the American Board of Surgery, or the American Board of Plastic Surgery, or the Bureau of Osteopathic Specialists and Boards of Certification, or the Royal College of Physicians and Surgeons of Canada within five (5) years of postgraduate training.
- Burn fellowship trained or two (2) years of active burn experience caring for at least 50 inpatient burns annually.

**Experience:**

- Current ABLS provider or Instructor Certification.
- Knowledge of Burn Team physician roles, section policies, protocols and guidelines

**Criteria for Burn Care:**

**Must appear before the Burn Quarterly meeting.**

**Initials:**

1. Active Burn experience and documentation of caring for a minimum of 50 burn inpatients annually.

**Reappointment:**

1. A minimum of 50% attendance at Burn Peer Review Case conference **AND**
2. A minimum of 75% attendance at Monthly Burn Faculty Conference **AND**
3. A minimum of thirty (30) hours of Burn Specific CME's at a two (2) year reappointment or a minimum of fifteen (15) hours of Burn Specific CME's at a one (1) year reappointment.

**Reappointments are based on the needs of Burn Center as determined by the Burn Center Medical Director and Trauma Chief.**

**History & Physical:**

- Competent to perform patient's medical history & physical examination.

CORE PRIVILEGES IN BURN CARE				
PRIVILEGE	SPECIAL REQUIREMENTS	R= REQUESTED	A= APPROVED	C=APPROVED W/CONDITIONS
<b>CORE</b> Burn Care privileges include the performance of surgical procedures, admission, consultation, workup, peri-operative care to correct and treat conditions, illness or injuries for pregnant or non-pregnant adult and pediatric patients who meet triage criteria. Also included within these <b>CORE</b> privileges is the comprehensive management of burn, including musculoskeletal, hand and head injuries, and complete care of critically ill patients undergoing surgical procedures in the resuscitation operating rooms and intensive care units.	<i>See attached criteria for Initial and Reappointment</i>			
<b>TELEMEDICINE</b>	<i>See attached criteria</i>			
<b>Laser Surgery: (Circle each being requested)</b> Co2    Yag    Holmium	<i>See attached criteria</i>			
<u>Nitrous Oxide Sedation</u>	<u><i>See attached criteria</i></u>			

**CRITERIA FOR TELEMEDICINE:**

- M.D. or D.O.
- Current board certification in non-telemedicine specialty OR
- Active participation in the examination process leading to certification OR
- Successful completion of an Internal Medicine, Family Medicine, Pediatric, General Surgery, Plastic Surgery, or Emergency Medicine training program accredited by the Accreditation Council or Graduate Medical Education (ACGME) or its equivalent (The Royal College of Physicians and Surgeons of Canada). Documentation of Certification by the American Board of Internal Medicine, Family Medicine, Pediatrics, Occupational Medicine or Environmental Medicine or Emergency Medicine or the Osteopathic Board of Internal Medicine, Family Medicine, Pediatrics or Emergency Medicine.
- The Practitioner must have current privileges in his/her Department.
- The Department Chief will be included in deciding which modalities of telemedicine will be utilized including asynchronous (ex: eVisits, eConsults, study interpretations, home monitoring, etc.) and two-way live interactive video.

Reappointment: Must continue to meet all initial criteria listed above.

**LASER SURGERY**

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

**ACKNOWLEDGEMENT OF PRACTITIONER**

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

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

I have attached the supporting documentation needed to request these Trauma Burn CORE privileges.

I attest to have obtained and/or attended the required number of continuing medical education (CME) hours as required per the Department of Trauma Rules and Regulations and current Maintenance of Certification (MOC) related to the clinical privileges I am requesting.

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

APPLICANT SIGNATURE

DATE

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

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

CHIEF, DEPARTMENT OF SURGERY

DATE

BURN CARE MEDICAL DIRECTOR

DATE

CHIEF, DEPARTMENT OF TRAUMA

DATE

Department of Trauma Burn Care, University Medical Center-Las Vegas, Nevada  
Original: 12/2012;  
Revised: 3/13/13, 05/2020; 11/2020; 04/2021; 06/2022  
Approved: MEC 1/22/3013; 3/26/13, 05/2020; 11/2020; 05/2021; 11/2021; 07/2022  
Approved: Board of Trustees – 2/19/2013; 4/16/13; 06/2020  
Governing Board: 01/27/2021; 05/2021; 11/2021; 07/2022

## Special Privileges in NITROUS OXIDE SEDATION

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

### Qualifications

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

- Any provider with privileges to perform moderate or deep sedation

### AND

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

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

#### 1. DIDACTIC LECTURES:

Physically present for Nitrous Oxide lecture (1/17/24; Attendance list on file) OR online viewing of the lecture on the INTRANET:  
<https://clarkcountynv.files.com/f/a2ba3221b8e83df2>

OR

Review of PowerPoint Slides on Nitrous Oxide:  
<Q:\Department\Maternal Child\PICU\PEDS Critical Care\FINAL Version UMC Nitrous Oxide Training Slides.pptx>

#### 2. Demonstration of Sentry Sedate Machine

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

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

#### 3. Review of Nitrous Oxide Policy:

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

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

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

5. [Evaluation Questions to Assess Competency \(90% pass\)](#)

[Q:\Department\Maternal Child\PICU\PEDS Critical Care\Evaluation Questions to Assess Competency.docx](#)

**[RE-CREDENTIALING PROCESS](#)**

☐ [3 documented cases within the past 2 years](#)

☐ [If no cases, repeat of Education process noted above](#)

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

**Petitioner:** Mason Van Houweling

**Recommendation:**

**That the Governing Board approve the May 2024 Medical and Dental Staff Credentialing Activities for University Medical Center of Southern Nevada (UMC) as authorized by the Medical Executive Committee (MEC) on May 28, 2024; or take action as deemed appropriate. *(For possible action)***

**FISCAL IMPACT:**

None

**BACKGROUND:**

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

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

At the May 16, 2024 meeting, these activities were reviewed by the Credentials Committee and recommended for approval to the Medical Executive Committee.

The MEC reviewed and approved these credentialing activities at the May 28, 2024 meeting.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**4**

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

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

**FISCAL IMPACT:**

None

**BACKGROUND:**

The substantive changes to this Compensation Plan are:

1. Add the classification of Medical Director, Associate Medical Director, Emergency Medicine, Emergency Medicine Physician, Emergency Medicine APP, PICU Hospitalist, PEDS Hospitalist, and provide appropriate pay information to the Compensation Plan (see page 1 & Appendix 3)
2. The revised plan will be effective June 1, 2024, and will cover existing and future employees within the identified classifications.

These Plan was reviewed by the Governing Board Human Resources and Executive Compensation Committee at their May 20, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**5**

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

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

June 1, 2024

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

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

#### Compensation Plan and Employees Covered:

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

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

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

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

### **Fair Labor Standards Act (FLSA) Exemption:**

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

### **At-Will Employment**

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

### **Voluntary Resignation**

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

### **Compensation and Benefits:**

#### **Compensation**

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

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

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

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

**Work Schedules:**

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

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

**Extra Shift/Hours Compensation:**

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

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

**On-Call Coverage:**

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

**Annual Evaluations:**

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

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

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

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

### Physicians

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

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

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

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

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

### Non-Physician Providers

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

### **Extended Illness Bank (EIB):**

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

### **Miscellaneous Leaves:**

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

**Group Insurance:**

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

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

**Retirement:**

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

**Continuing Medical Education (CME):**

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

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

**Conflict of Interest:**

Physicians are expected to comply with applicable Medicare and Medicaid and other applicable federal, state, and/or local laws and regulations, as-well-as, hospital policies and procedures and Medical and Dental Staff Bylaws. In so doing, it is emphasized that each employee must refrain from using his/her position as a UMC employee to secure personal gain and/or endorse

any particular product or service. This includes seeking or accepting additional employment or ownership in a business outside UMC that represents a conflict of interest as defined in the Ethical Standards Policy.

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

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

### **Professional Standards:**

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

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

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

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

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

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

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

## Appendix 1\*

### Anesthesiology - Pay Grades/Ranges & Additional Compensation

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

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

<sup>1</sup> Based on years of experience

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

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

<sup>4</sup> Applicable only to those hired into a per-diem classification

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

## Appendix 2\*

### Radiology - Pay Grades/Ranges & Additional Compensation

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

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

<sup>1</sup> Offers are based on years of experience.

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

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

<sup>4</sup> Applicable only to those hired into a per-diem classification

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

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

### Appendix 3\*

#### Hospitalist - Pay Grades/Ranges & Additional Compensation

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

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

<sup>1</sup> Based on years of experience

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

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

<sup>4</sup> Applicable only to those hired into a per-diem classification

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

## Appendix 4\*

### Emergency Medicine - Pay Grades/Ranges & Additional Compensation

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

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

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

<sup>1</sup> Based on years of experience

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

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

<sup>4</sup> Applicable only to those hired into a per-diem classification

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

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

<b>Issue:</b>	<b>Amendment Number Nine and Amendment Number Ten to Participating Provider Agreement with SilverSummit Healthplan, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendments to Participating Provider Agreement with SilverSummit Healthplan, Inc. for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**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: Extend through 6/30/2027	
Amount: Revenue based on volume	
Out Clause: 90 days w/o cause prior to any anniversary period	

**BACKGROUND:**

On June 21, 2017, the Governing Board approved the Participating Provider Agreement with SilverSummit Healthplan, Inc. to provide its members healthcare access to the hospital and its associated Urgent Care facilities. Amendment 1, effective July 1, 2017, added Attachment A on Enhanced MCO Capitated Payment and updated other miscellaneous provisions. Amendment 2, effective November 1, 2018, added Attachment C on Commercial Exchange for Product Attachment, Regulatory Requirements and Compensation Schedule/Facility Services/Clinic Facility. Amendment 3, effective January 1, 2019, added Attachment C on Commercial Exchange for Compensation Schedule Professional Services. Amendment 4, effective July 1, 2020, extended the Agreement Term for two (2) years effective July 1, 2020 through June 30, 2022. Amendments 5 and 6, effective January 1, 2021, added a Medicare Plan and a rate increase to the PPO Commercial-Exchange Plan, respectively. Amendment 7, effective May 1, 2020 added the MCO Directed Payment language into the Agreement from the State and County agreements. Amendment 8, effective July 1, 2022, extended the term through June 30, 2024.

Amendment Number Nine requests to update the list of Contracted Providers, effective January 1, 2024, and Amendment Number Ten requests to extend the term for three (3) years from July 1, 2024 through July 30, 2027. All other terms of the Agreement shall remain in full force and effect.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**6**

UMC's Director of Managed Care has reviewed and recommends approval of these Amendments. These Amendments have 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.

These Amendments were reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

**AMENDMENT NUMBER NINE  
PARTICIPATING PROVIDER AGREEMENT**

This Amendment Number Nine (“Amendment”) is entered into as of January 1, 2024 (the “Amendment Effective Date”) by and between SilverSummit Healthplan, Inc. (“Health Plan”) and University Medical Center of Southern Nevada (“Provider”), collectively referred to herein as the “Parties.”

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the “Agreement”) effective as of July 1, 2017 (defined in the Agreement as the “Effective Date”); and

WHEREAS, the Parties desire to amend the Agreement in accordance with the amendment provisions of the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. The existing Participating Provider Agreement, Schedule C Contracted Providers is hereby deleted from the Agreement in its entirety and replaced with a new Participating Provider Agreement, Schedule C Contracted Providers which is attached to this Amendment.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Amendment as of the date above.

**Health Plan:**

SilverSummit Healthplan, Inc.

Authorized Signature



Printed Name: Sarah E. Fox

Title: Vice President, Network Development & Contracting

Date: 03/15/2024

ICM #:  
ICMProviderAgreementAmendment\_172088

**PROVIDER:**

University Medical Center of Southern Nevada

Authorized Signature

Printed Name:

Title:

Date:

Tax ID Number: 88-6000436

State Medicaid Number:

NPI

## PARTICIPATING PROVIDER AGREEMENT

## SCHEDULE C

### CONTRACTED PROVIDERS

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

[illegible]

**AMENDMENT NUMBER TEN  
PARTICIPATING PROVIDER AGREEMENT**

This Amendment Number Ten (“Amendment”) is entered into as of July 1, 2024 (the “Amendment Effective Date”) by and between SilverSummit Healthplan, Inc. (“Health Plan”) and University Medical Center of Southern Nevada (“Provider”), collectively referred to herein as the “Parties”.

WHEREAS, Health Plan and Provider have previously entered into a Participating Provider Agreement (the “Agreement”) effective as of July 1, 2017 (defined in the Agreement as the “Effective Date”); and

WHEREAS, pursuant to the provision of the Agreement, the Agreement may be amended only by written agreement of duly authorized representatives of the Parties; and

WHEREAS, the Parties desire to amend the Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties agree as follows

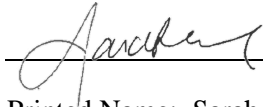
1. Article VII – Term and Termination, Section 7.1 is hereby amended to extend the termination date for three (3) years from July 1, 2024 and ending June 30, 2027.
2. All other terms and conditions of the Agreement and any amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Amendment as of the date above.

**Health Plan:**

SilverSummit Healthplan, Inc.

Authorized Signature



Printed Name: Sarah E. Fox

Title: Vice President, Network Development & Contracting

Date: 04/16/2024

ICM #:

**PROVIDER:**

University Medical Center of Southern Nevada

Authorized Signature

Printed Name: Mason VanHouweling

Title: Chief Executive Officer

Date:

Tax ID Number: 88-6000436

State Medicaid Number: 1202877

NPI : 1548393127

## 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

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>		SilverSummit Healthplan (subsidiary of Centene Corporation)				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		7700 Forsyth Blvd.		<b>Website:</b> <a href="https://www.centene.com/">https://www.centene.com/</a>		
<b>City, State and Zip Code:</b>		St. Louis, MO 63105		<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>		314-725-4477		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>		SilverSummit Healthplan		<b>Website:</b> <a href="http://www.silversummithealthplan.com">www.silversummithealthplan.com</a>		
<b>(If different from above)</b>		2500 N Buffalo Dr.				
<b>City, State and Zip Code:</b>		Las Vegas, NV 89128		<b>Local Fax No:</b>		
<b>Local Telephone No:</b>		844-366-2880		<b>Local POC Name:</b> Keri Kelley, Compliance Officer		
				<b>Email:</b> <a href="mailto:keri.kelley@silversummithealthplan">keri.kelley@silversummithealthplan</a>		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Eric Schmacker	President and CEO (Officer, Director)	
Christopher Andrew Koster	Secretary (Officer, Director)	
Tricia Lynn Dinkelman	Vice President of Tax (Officer)	
John Brian Ternan	Sr. VP, Markets (Director)	
Andre Cisne	Treasurer (Officer)	

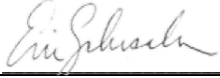
**This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?** ☒ Yes ☐ No

- 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.)

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

---

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



Signature

Eric Schmacker

Print Name

Plan President & CEO

Title

May 5, 2024

Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

---

**For UMC Use Only:**

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>Fourth Amendment to Hospital Services Agreement with Cigna Health and Life Insurance Company</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Fourth Amendment to the Hospital Service Agreement with Cigna Health and Life Insurance Company for Managed Care Services; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: Amendment 4 – Same Term  
Amount: Revenue based on volume  
Out Clause: 180 days w/o cause

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

**BACKGROUND:**

Since July 2021, UMC has had an agreement with Cigna Health and Life Insurance Company (“Provider”) to provide its members healthcare access to the UMC Hospital and its associated Urgent Care Facilities. The initial Agreement term is from July 1, 2021, to June 30, 2022, unless terminated with a 180-day written notice. First Amendment, effective July 1, 2022, extended the term for one (1) year through June 30, 2023, and updated the reimbursement rates. Second Amendment, effective July 1, 2023, extended the term through June 30, 2025, and updated the reimbursement rates. Third Amendment, effective July 1, 2023, updated the reimbursement rates.

This Fourth Amendment requests to update the fee schedule and reimbursement rates for Anesthesia Services. All other terms of the Agreement shall remain in full force and effect.

UMC’s Managed Care Director 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.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**7**

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

## **Amendment to Hospital Services Agreement**

**This Fourth Amendment** ("Amendment") is by and between Cigna Health and Life Insurance Company, Inc. ("Cigna") and University Medical Center of Southern Nevada ("Hospital").

**WHEREAS**, Cigna and Hospital have executed a Hospital Services Agreement Dated July 1, 2021 (the "Agreement"); and Amendment on July 1, 2022, July 1, 2023, and July 31, 2023;

**WHEREAS**, Cigna and Hospital mutually desire to amend the Agreement;

**NOW, THEREFORE**, pursuant to the Amendment Sections of the Agreement and in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. The effective date of this Amendment is June 1, 2024 ("Amendment Effective Date") ending June 30, 2025 at 11:59 pm.
2. Rate Exhibit A18 is added to the Agreement as of the Amendment Effective Date.
3. The following Section 1.4 shall be deleted in its entirety and replaced with the following as of the Amendment Effective Date:

**Cigna Affiliate**

Means any subsidiary or affiliate of The Cigna Group.

4. Except as modified herein, the Agreement remains in full force and effect. To the extent of a conflict between this Amendment and the Agreement, this Amendment shall control.
5. Any and all capitalized terms not defined herein shall have the same meaning as in the Agreement.

IN WITNESS WHEREOF the parties have caused this Amendment to be executed by their duly authorized representatives below.

AGREED AND ACCEPTED BY:

**Hospital**

University Medical Center of Southern  
Nevada

---

Signature

Mason Van Houweling

---

Printed Name

Chief Executive Officer

---

Title

Date Signed

88-6000436

Federal Tax ID

1548393127

National Provider Identifier

**Cigna**

Cigna Health and Life Insurance Company

---



Signature

Dana Slavett

---

Printed Name

Title

4/29/24

---

Date Signed

**Cigna**

**EXHIBIT A 18**

**Fee Schedule and Reimbursement  
Terms Anesthesia Services**

[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 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 RELATIONSHIP

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> Cigna Health and Life Insurance Company						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		400 North Brand Ave, Suite 300		<b>Website:</b> www.cigna.com		
<b>City, State and Zip Code:</b>		Glendale, CA 91203		<b>POC Name:</b> Tracy Paulding		
				<b>Email:</b>		
<b>Telephone No:</b>		818-546-5100		<b>Fax No:</b> tracy.paulding@cigna.com		
<b>Nevada Local Street Address:</b> (If different from above)		NA		<b>Website:</b> www.cigna.com		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b> 866-497-8290		
<b>Local Telephone No:</b>		770 261-2418 775 742-9743		<b>Local POC Name:</b> Tracy Paulding		
				<b>Email:</b> tracy.paulding@cigna.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)
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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.)

## DISCLOSURE OF RELATIONSHIP

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.



Tracy Paulding

Signature

Print Name

AVP, Network Management

5/16/2024

Title

Date

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

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

\* 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:

## DISCLOSURE OF RELATIONSHIP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

### Cigna Executives and Management Team

<b>Executive Leader Name</b>	<b>Title</b>
David Cordani	Chairman and Chief Executive Officer, The Cigna Group
Mike Triplett	Special Advisor to the CEO, Cigna Healthcare
David Brailer, MD	Executive Vice President and Chief Health Officer, The Cigna Group
Noelle Eder	Executive Vice President and Global Chief Information Officer, The Cigna Group
Brian Evanko	President and Chief Executive Officer, Cigna Healthcare and Executive Vice President and Chief Financial Officer, The Cigna Group
Nicole Jones	Executive Vice President, Chief Administrative Officer and General Counsel, The Cigna Group
Everett Neville	Executive Vice President, Strategy and Business Development, The Cigna Group
Eric Palmer	Executive Vice President for Enterprise Strategy, the Cigna Group and President and Chief Executive Officer, Evernorth Health Services
Kari Knight Stevens	Executive Vice President, Chief Human Resources Officer and Corporate Secretary, The Cigna Group
Jason Sadler	President, International Health, Cigna Healthcare
Chris DeRosa	President, U.S. Government, Cigna Healthcare
Bryan Holgerson	President, U.S. Commercial, Cigna Healthcare
Adam Kautzner	President, Evernorth Care Management & Express Scripts, Evernorth Health Services
Matt Perlberg	President, Pharmacy and Care Delivery, Evernorth Health Services

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

<b>Issue:</b> <b>Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Amendment Number Six to Provider Services Agreement with Intermountain IPA, LLC for Managed Care Services; or take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000850000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: Amendment 6 – Same Term  
Amount: Revenue based on volume  
Out Clause: 180 days w/o cause

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

**BACKGROUND:**

On December 16, 2020, the Governing Board approved the Provider Service Agreement (“Agreement”) with HCP IPA Nevada, LLC (“HCP”) to provide its members continued healthcare access to UMC, its associated Urgent Care facilities, and to adjust the Urgent Care reimbursement. The initial Agreement term is from January 1, 2021, through December 31, 2023, unless terminated without cause with a 180-day written notice prior to any anniversary period. The First Amendment, effective January 1, 2021, added a new managed care organization to Attachment D-3 of the Agreement. Amendment Number Two, effective February 1, 2023, updated the business name from HCP to INTERMOUNTAIN IPA NV, LLC, and updated the fee schedule to include payment for Orthopedic services. Amendment Number Three, effective February 1, 2023, added Medicare Advantage Health Plans and updated the fee schedule to include payments for Anesthesia services. Amendment Number Four, effective September 1, 2023, extended the term for two years from January 1, 2024, through December 31, 2025, and removed exclusions of spinal surgery from Orthopedic and Anesthesia subsections. Amendment Number Five, effective December 1, 2023, updated the fee schedule to include payments for Radiology services.

This Amendment Number Six requests to update the fee schedule to include payments for Emergency Medicine and Overflow General Surgery services. All other terms of the Agreement shall remain in full force and effect.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**8**

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 May 22, 2024 meeting and recommended for approval by the Governing Board.

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## AMENDMENT NUMBER SIX

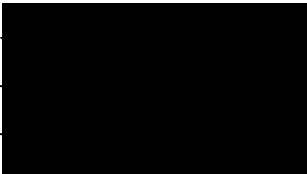
This Amendment Number Six ("Amendment"), dated and effective July 01, 2024 (the "Effective Date"), amends the Provider Service Agreement by and between Intermountain IPA, LLC, a Nevada limited liability company ("Company") and University Medical Center of Southern Nevada, ("Provider") originally dated January 01, 2021, as amended.

**WHEREAS**, the parties have previously executed a Provider Service Agreement effective January 1, 2021, a First Amendment effective January 1, 2022, a Second Amendment effective February 1, 2023, a Third Amendment effective February 1, 2023, a Fourth Amendment effective September 1, 2023, and a Fifth Amendment effective December 1, 2023 (collectively, the "Agreement"); and

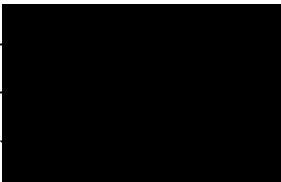
Whereas, Company and Provider now desire to amend the Agreement.

**NOW, THEREFORE**, the parties agree the Agreement is hereby amended as follows:

1. Subsection k. Payments for Emergency Medicine Professional Services. is added to **Attachment A-2 Fee For Service Compensation, Section II. Carve-Outs** as follows:

Product	Company Fee Schedule
Medicare Advantage HMO Plans	
Medicare Advantage PPO Plans	
Commercial HMO Plans	
Commercial PPO Plans/Other Commercial Plans	

2. Subsection l. Payments for Overflow General Surgery Professional Services. is added to **Attachment A-2 Fee For Service Compensation, Section II. Carve-Outs** as follows:

Product	Company Fee Schedule
Medicare Advantage Plans	
Medicare Advantage PPO Plans	
Commercial HMO Plans	
Commercial PPO Plans/Other Commercial Plans	

Page 107 of 290

3. This Amendment supersedes any terms of the Agreement (including previous amendments) in conflict with the terms herein. All other terms of the Agreement remain in full force and effect. All capitalized terms used in this Amendment and not otherwise defined shall have the meanings set forth in the Agreement. A party's signature below denotes agreement to these terms by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the Effective Date.

Provider

Intermountain IPA, LLC

Dev  
Ramsamy

Digitally signed by Dev  
Ramsamy  
Date: 2024.05.17  
10:17:07 -07'00'

By \_\_\_\_\_

By \_\_\_\_\_

Devaraj A. Ramsamy

Name \_\_\_\_\_

Name \_\_\_\_\_

Regional VP Finance - Desert Region

Title \_\_\_\_\_

Title \_\_\_\_\_

05/17/2024

Date \_\_\_\_\_

Date \_\_\_\_\_

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

### **Purpose of the Form**

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the 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

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

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.

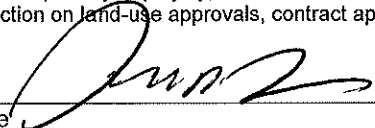
"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

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 <small>(Not required for Publicly Traded Corporations)</small>
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**

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

**FISCAL IMPACT:**

Fund Number: 5420.000  
Fund Center: 3000853000  
Description: Managed Care Services  
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance  
Term: Amendment 4 – Same Term  
Amount: Revenue based on volume  
Out Clause: 180 days w/o cause

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

**BACKGROUND:**

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

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

This request is for ratification of the Fourth Amendment to update the Urgent Care Payment Appendix, effective July, 1 2023. This Amendment was entered into immediately to enable the provider to update the rates immediately.

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

Cleared for Agenda  
May 29, 2024

Agenda Item #

**9**

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 May 22, 2024 meeting and recommended for ratification by the Governing Board.

#### Fourth Amendment to the Facility Participation Agreement

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

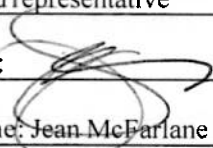
WHEREAS, the parties have previously executed the Facility Participation Agreement (the "Agreement") effective May 15, 2004, as amended; and

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

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

1. The capitalized terms used in this Amendment, but not otherwise defined, will have the meanings ascribed to them in the Agreement.
2. The following payment appendices attached to the Amendment are hereby added to the Agreement effective July 1, 2023:
  - Urgent Care Payment Appendix (University Medical Center of Southern Nevada)

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

UnitedHealthcare Insurance Company, on behalf of itself, PacifiCare of Nevada, Inc. and its other affiliates, as signed by its authorized representative	University Medical Center of Southern Nevada, as signed by its authorized representative
Signature: 	Signature:
Print Name: Jean McFarlane	Print Name:
Title: Vice President, Network Management	Title: _____
Date: 5/22/2024	Date:
	TIN: 886000436

**Facility Name(s): UMC QUICK CARE**

**Effective Date of this Appendix: 07/01/2023**

**Urgent Care**

**Payment Appendix All Payer**

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

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

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

Page 117 of 290

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

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

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

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

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

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

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

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

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**For UMC Use Only:**

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

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

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

Notes/Comments:

Page 118 of 290

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

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

<b>Issue:</b>	<b>Award of Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJO, LLC)</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board award the Bid No. 2024-02, UMC Infusion Center Improvement Project PWP# CL-2024-298, to Blueprint Construction (NOTAJO, LLC), the lowest responsive and responsible bidder, contingent upon submission of the required bonds and insurance; authorize the Chief Executive Officer to execute change orders within his delegation of authority; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000999901	Funded Pgm/Grant: N/A
Description: Award of Bid 2024-02 Infusion Center Improvement Project	
Bid/RFP/CBE: Formal bid pursuant to NRS 338.1385	
Term: 90 days from Notice to Proceed	
Amount: \$1,214,699.00	
Out Clause: 180 days w/o cause	

**BACKGROUND:**

On March 20, 2024, Bid No. 2024-02 was published in the Las Vegas Review-Journal and posted on the Nevada Government eMarketplace (NGEM) Portal, soliciting bid proposals for UMC's improvement of 701 Shadow Lane, Las Vegas, NV 89106. The building is a four story medical office. Tenant improvement is a 5,677 sq. ft. located on the 3rd floor. Consisting of 3 exam rooms, 2 offices, 3 single user toilet rooms, conference room, soil room, medication room, IDF, break room, storage, nurse station, reception and waiting room. New partitions, doors, electrical outlets, light fixtures and plumbing fixtures per specifications. New finishes such as millwork, flooring, high-impact wall covering, corner guards and paint throughout. Electrical outlets, camera system and nurse call system. Wi-Fi ports per drawings and IT specifications included in bid package. All data will be pulled terminated and tested. Existing HVAC is being reconfigured per the new design drawings. New exhaust system per design drawings. NextGen is the provider for Fire Alarm for the building.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**10**

On Thursday, May 2, 2024, UMC received responses from:

<u>Bids Received</u>	<u>Total Base Bid Amount</u>
Blueprint Construction (NOTAJO, LLC)	\$ 1,214,699.00
Martin Harris Construction	\$ 1,248,365.00
SAVI Construction	\$ 1,692,582.00
Monument Construction	\$ 1,783,430.00

*\*Bid is recommended for rejection*

All of the above bids were received and opened on May 2, 2024. The apparent low bid of \$1,214,699.00 was received from Blueprint Construction (NOTAJO, LLC), who correctly submitted all required documentation within the relevant deadlines. The recommendation of award to Blueprint Construction (NOTAJO, LLC), is in accordance with NRS 338.1385(5), a public body or its authorized representative shall award a contract to the lowest responsive and responsible bidder.

The term of the agreement is 90 days from the date of the Notice to Proceed with a 12-month workmanship warranty. UMC may terminate the Agreement without cause prior to or during the performance of the work.

UMC's Director of Facilities Maintenance and Manager of Facilities Maintenance have reviewed the bid documents and recommends award by the Governing Board.

The bid documents and notice of award have been approved as to form by UMC's Office of General Counsel.

Blueprint Construction (NOTAJO, LLC), currently holds a Clark County Business License.

This agreement was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for award by the Governing Board.



May 14, 2024

Blueprint Construction  
Attn: Nebiyu Tekle  
1101 Enderly Lane  
Las Vegas, NV 89144

**RE: NOTICE OF AWARD**  
**UMC BID NUMBER 2024, UMC Infusion Center Improvement Project (PWP NO. CL-2024-298)**

Dear Mr. Tekle:

Thank you for submitting all of the required documentation for the subject Bid. All documentation appears to be in order, and this project is hereby awarded to NOTAJ0, LLC dba Blueprint Construction in the amount of \$1,214,699.00. This award letter authorizes you to immediately execute the required contracts with your equipment and material supplier(s) and required subcontractors. No substitution of listed subcontractor(s) is permitted unless submitted to University Medical Center of Southern Nevada ("UMC") in writing in accordance with the contract documents. A copy of the contract document is enclosed for your records. In accordance with the contract documents, if you have not already, please provide the following within ten (10) business days of the date of this award: Certificate of Insurance for Builders Risk/Course of Construction; Labor and Material Payment Bond; Performance Bond and Guaranty Bond.

This is not the Notice to Proceed. UMC's Plant Operations department will administer this contract and will contact you in the near future to schedule the project kickoff meeting. They will also coordinate with our Public Safety Office/Officers and Contracts Management teams to ensure you have all the resources and support needed to complete this project, while also ensuring project activities do not unduly disrupt services to our patients, their loved ones, staff and the public.

Thank you for your continued interest in doing business with University Medical Center of Southern Nevada.

Sincerely,

Mason Van Houweling  
Chief Executive Officer

Enclosures: Contract Documents (Bid Document, Contractor's Bid Form, all Addenda, Contractor's Bonds and Insurance)

Cc: Monty Bowen, Plant Operations  
Tamera Hone, Plant Operations  
Stephanie L. Charfauros, Project Management  
Jheverly Ann Malabanan

BID ATTACHMENT 1

BID NUMBER

2024-02

BID TITLE

2024-02 (UMC Infusion Center Improvement Project PWP# CL-2024-298)

Bidder Statement of Authority to Submit Bid

Bidder hereby offers and agrees to furnish the material(s) and service(s) in compliance with all terms, conditions, specifications, and amendments in the Invitation to Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Nebiyou Tekle

Digitally signed by Nebiyou Tekle

Date: 2024.04.30 12:39:56 -07'00'

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NEBIYOU TEKLE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

702.480.1977

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

nebiyou@blueprintconstructionnv.com

EMAIL ADDRESS

NOTAJ0, LLC dba BLUEPRINT CONSTRUCTION

LEGAL NAME OF FIRM

1101 ENDERLY LANE

ADDRESS OF FIRM

LAS VEGAS, NEVADA 89144

CITY, STATE ZIP

4/30/24

DATE

BUSINESS LICENSE / CONTRACTORS LICENSE INFORMATION:

CURRENT STATE : NV	LICENSE NO. NV2017160446	ISSUE DATE: 09/30/2023	EXPIRATION DATE: 09/30/2024
CURRENT COUNTY: MJBL	LICENSE NO. 3000012031	ISSUE DATE: 5/1/24	EXPIRATION DATE: 11/1/24
CURRENT CITY: CITY	LICENSE NO. G68-03332	ISSUE DATE: 5/1/24	EXPIRATION DATE: 11/1/24

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**BID FORM**

**BID NO. 2024-02**

**UMC Infusion Center Improvement Project**

**PWP NUMBER: CL- 2024-298**

**NOTAJO, LLC dba BLUEPRINT CONSTRUCTION**

(NAME)

**1101 ENDERLY LANE, LAS VEGAS, NEVADA 89144**

(ADDRESS)

**I, THE UNDERSIGNED BIDDER:**

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
  - a) **BID ATTACHMENT 6:** Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
  - b) **BID ATTACHMENT 4:** Attached a bid security in the form of, at my option, a Cashier's Check, Certified Check, Money Order, or Bid Bond in favor of the OWNER in the amount of five percent (5%) of the Total Base Bid amount.
  - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit **BID ATTACHMENT 5** within two (2) hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via email to [melannie.bledsoe@umcsn.com](mailto:melannie.bledsoe@umcsn.com), and OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for all projects, I will list:
  - a) My firm's name on the list If my firm will perform any work which is more than 1 percent (1%) of the BIDDER's total bid and which is not being performed by a subcontractor. The BIDDER shall also include on the list:
    - 1) A description of the labor or portion of the work that the BIDDER will perform: or
    - 2) A statement that the BIDDER will perform all work other than that being performed by a subcontractor listed.
  - b) The name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid an amount exceeding \$250,000.
  - c) If I will employ a first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will not be paid an amount exceeding \$250,000, the name of each first tier subcontractor who will provide labor or a portion of the work on the public work to the BIDDER for which the first tier subcontractor will be paid 1 percent (1%) of the BIDDER's total bid or \$50,000, whichever is greater.
5. I acknowledge that if I am one of the three apparent low BIDDER(s) at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3 (c) above, I must submit **BID ATTACHMENT 7**, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via email to [melannie.bledsoe@umcsn.com](mailto:melannie.bledsoe@umcsn.com). OWNER shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.

UMC Infusion Center Improvement Project

6. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 14 "Disclosure of Ownership/Principals"** form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low BIDDER(s) for the base bid at the bid opening, I must submit the **BID ATTACHMENT 11, Schedule of Values**, by 5:00 PM of the next business day.
8. I acknowledge that if notified that I am the low BIDDER, I must submit **BID ATTACHMENT 12, Prime Contractor Acknowledgement of UMC Procedures & Practices and the Representations and Certifications** form by 5:00 PM of the next business day.
9. I acknowledge that my bid is based on the current State of Nevada prevailing wages, if applicable.
10. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.
11. I will provide the following submittals within ten (10) business days from receipt of Notice of Intent to Award:
  - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
  - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Pollution Liability, which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 including Asbestos Abatement Liability (proof of subcontractor certificate of insurance must be provided) and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
12. I acknowledge that if I do not provide the above submittals on or before the **tenth** business day after Notice of Intent to Award or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the OWNER the amount of **\$100.00** per day as liquidated damages.
13. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
14. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions**.
15. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
16. I have carefully checked the figures below and the OWNER will not be responsible for any error or omissions in the preparation or submission of this Bid.
17. I agree no verbal agreement or conversation with an officer, agent or employee of the OWNER, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
18. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. <u>1</u>	dated, <u>3.26.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>2</u>	dated, <u>4.5.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>3</u>	dated, <u>4.10.24</u>	Addendum No. _____	dated, _____
Addendum No. <u>4</u>	dated, <u>4.11.24</u>	Addendum No. _____	dated, _____

UMC Infusion Center Improvement Project

19. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION; MOBILIZATION, INCLUDING BONDS, INSURANCES	\$ \$292,578.00
2.	PERMITS AND FEES (if required)	\$10,000.00
3.	3 <sup>rd</sup> PARTY TESTING/QAA	\$5,000.00
4.	FRAMING, DRYWALL	\$ \$92,645.00
5.	FINISHES	\$ \$101,354.00
6.	SPECIALTIES (WALL COVERINGS/ CORNER GAURDS)	\$ \$57,698.00
7.	MILLWORK	\$ \$145,991.00
8.	PLUMBING	\$ \$80,900.00
9.	HVAC	\$ \$33,552.00
10.	ELECTRICAL	\$146,595.00
11.	LOW VOLTAGE/ COMMUNICATIONS	\$20,824.00
12.	FIRE SUPPRESSION	\$21,700.00
13.	FIRE ALARM	\$10,862.00
14.	CONSTRUCTION CONTINGENCY	\$195,000.00
15.		
16.		
17.		
18.		
	TOTAL BID AMOUNT	\$1,214,699.00

Quantities stated are to be used to evaluate proposals and will not alleviate the BIDDER from completing all work as required in the Contract Documents and Plans. Each BIDDER is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the BIDDER of the responsibility of completing the Bid without extra cost to the project OWNER. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.**

20. BUSINESS ENTERPRISE INFORMATION:

The BIDDER submitting this Bid is a ☒ MBE ☒ WBE ☐ PBE ☒ SBE ☐ VET ☐ DVET ☐ ESB as defined in the Instructions to Bidders.

21. BUSINESS ETHNICITY INFORMATION:

The BIDDER submitting the Bid Ethnicity is ☐ Caucasian (CX) ☒ African American (AA) ☐ Hispanic American (HA) ☐ Asian Pacific American (AX) ☐ Native American (NA) ☐ Pacific Islander (PI)  
☐ Other as defined in the Instructions to Bidders.

22. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

☐ Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment7).  
☒ No I do not have a Certificate of Eligibility to receive preference in bidding.

23. NOTAJO, LLC dba BLUEPRINT CONSTRUCTION

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

1101 ENDERLY LANE

ADDRESS OF FIRM

LAS VEGAS, NEVADA 89144

CITY, STATE, ZIP CODE

702.480.1977

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: 0086681

LICENSE CLASS: B - General

LICENSE LIMIT: \$5,000,000.00

ONE TIME LICENSE LIMIT INCREASE \$\_\_\_\_\_ IF YES, DATE REQUESTED \_\_\_\_\_

DUN & BRADSTREET NUMBER 117524345

CLARK COUNTY BUSINESS LICENSE NO. G68-03332

STATE OF NEVADA BUSINESS LICENSE NO. NV20171604498

*Nebiyon Tekle*  
SIGNATURE OF AUTHORIZED  
REPRESENTATIVE

NEBIYOU TEKLE

AUTHORIZED REPRESENTATIVE  
(PRINT OR TYPE)

nebiyou@blueprintconstructionnv.com

E-MAIL ADDRESS

4/30/24

TODAY'S DATE

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# **BID ATTACHMENT 14** **DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input checked="" type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b> <span style="color: blue;">NOTAJO, LLC dba BLUEPRINT CONSTRUCTION</span>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		<span style="color: blue;">1101 ENDERLY LANE</span>		<b>Website:</b> <span style="color: blue;">WWW.BLUEPRINTCONSTRUCTIONNV.COM</span>		
<b>City, State and Zip Code:</b>		<span style="color: blue;">LAS VEGAS, NEVADA 89144</span>		<b>POC Name:</b> <span style="color: blue;">NEBIYOU TEKLE</span>		
				<b>Email:</b> <span style="color: blue;">NEBIYOU@BLUEPRINTCONSTRUCTIONNV.COM</span>		
<b>Telephone No:</b>		<span style="color: blue;">702.480.1977</span>		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

**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.

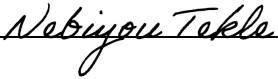
Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
<span style="color: blue;">STELLA VITTORIO</span>	<span style="color: blue;">MANAGING MEMBER</span>	<span style="color: blue;">51%</span>

**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.

<div style="text-align: center;">             Signature         </div> <div style="text-align: center;"> <span style="color: blue;">MANAGING MEMBER</span>            Title         </div>	<div style="text-align: center;"> <span style="color: blue;">NEBIYOU TEKLE</span>            Print Name         </div> <div style="text-align: center;"> <span style="color: blue;">5/1/24</span>            Date         </div>
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## BID ATTACHMENT 14 (page 2) DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

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**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**

<b>Issue:</b>	<b>Award RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board award RFP No. 2024-01 Documentation Retrieval Services to Claim Services, Inc.; authorize the Chief Executive Officer to sign the RFP No. 2024-01 Service Agreement; execute any extensions and amendments within the not-to-exceed yearly amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Documentation Retrieval Services	
Bid/RFP/CBE: RFP 2024-01	
Term: 9/1/2024 to 8/31/2027 with two, 1-year options	
Amount: NTE \$125,000 per year; potential aggregate is NTE \$625,000 for five (5) years	
Out Clause: 30 days w/o cause	

**BACKGROUND:**

On February 14, 2024, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFP No. 2024-01 for Documentation Retrieval Services. The RFP was also published in the Las Vegas Review Journal on February 18, 2024. On March 20, 2024 closing date, there were no responses received.

On April 5, 2024, UMC re-advertised and re-opened this project for another seven (7) days. On April 12, 2024 closing date, there were no responses received. Therefore, in accordance with NRS 332.148, this project/contract may now be let without further solicitation. UMC recommends the award and contract approval with Claim Services, Inc. (incumbent).

For the not-to-exceed total RFP award of \$625,000 for the Term of the Agreement, Claim Services will continue to provide documentation retrieval services to UMC. The services will include, but are not limited to, the following:

- To collect required third-party billing documentation and/or information from former patients (e.g., Accident Detail Forms, Assignment of Benefits, Authorization for the Release of Medical Records,

Cleared for Agenda  
May 29, 2024

Agenda Item #

**11**

Birth Certificates, Death Certificates, Medicare IDs, etc.) within thirty (30) days of receipt of UMC's referral;

- Contact former patients by telephone, electronic mail (e-mail) and written correspondence via United States Postal Service in accordance with all relevant state and federal laws, including HIPAA and HITECH privacy laws, as may be amended from time to time;
- Provide at least two (2) bilingual English-Spanish speakers with access to resources for other languages as necessary; and
- Provide necessary monthly progress reports to UMC.

The Agreement Term is from September 1, 2024 through August 31, 2027 with the option to extend for two (2) one-year periods. Staff has negotiated the terms of the Agreement and fee associated with these services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options at his discretion if deemed beneficial to UMC; and (3) execute future amendments within the not-to-exceed yearly amount of this Agreement.

UMC's Patient Accounting Director has reviewed and recommends award of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for award by the Governing Board.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**SERVICE AGREEMENT FOR  
DOCUMENTATION RETRIEVAL SERVICES  
RFP NO. 2024-01**

<b>CLAIM SERVICES, INC.</b>
NAME OF COMPANY
Kevin Willis, Vice President
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
100 N. Lincolnway, Suite A North Aurora, IL 60542
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(800) 939-6997 ext. 157
(AREA CODE) AND TELEPHONE NUMBER
<a href="mailto:KevinWillis@ClaimServices.org">KevinWillis@ClaimServices.org</a>
E-MAIL ADDRESS

## SERVICE AGREEMENT FOR DOCUMENTATION RETRIEVAL SERVICES

This Service Agreement (the "Agreement") is made and entered into this 1<sup>st</sup> day of September 2024 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and CLAIM SERVICES, INC., an Illinois corporation with its principal place of business at 100 N. Lincolnway, Suite A, North Aurora, IL 60542 (hereinafter referred to as "COMPANY") for Documentation Retrieval Services (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from the Effective Date and continuing for three (3) years ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

### SECTION II: COMPENSATION AND TERMS OF PAYMENT

#### A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Exhibit B**) for the not-to-exceed amount of **\$125,000 per year** for the Term of this Agreement. It is expressly understood that the entire Scope of Services defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

#### B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Services, Itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Any expenses not defined in **Exhibit A**, Scope of Services, will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Exhibit A**, Scope of Services.

5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

**C. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF WORK**

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Services as set forth in **Exhibit A** of this Agreement, attached hereto.

**SECTION IV: CHANGES TO SCOPE OF WORK**

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must notify HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In

performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.

- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failure to perform under this Agreement.
- F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. Personnel On-Site. COMPANY shall abide by the relevant compliance policies of HOSPITAL, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy, Contracted/Non-Employee Requirements Policy and Code of Ethics, the relevant portions of which are available to COMPANY upon request, and HOSPITAL's Vaccine Policy, as may be amended from time to time, and must register through HOSPITAL's vendor management/credentialing system prior to arriving on-site at any of HOSPITAL's facilities. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises.
- H. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kim Hart, Patient Accounting Department**, telephone number **(702) 383-3762** or his/her designee. HOSPITAL's representative may delegate any or all of his/her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such

information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: TERMINATION**

##### **A. Termination**

##### **1. Termination for Cause**

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

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

##### **2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

##### **3. Effect of Termination**

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
  - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
  - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

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

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

## **SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit C** and shall include the cost of the insurance coverage in their prices.

## **SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or certified U.S. mail, return receipt requested at the following addresses:

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

TO COMPANY:                      Claim Services, Inc.  
Attn: Kevin Willis, Vice President  
100 N. Lincolnway, Suite A  
North Aurora, IL 60542

## **SECTION XII: MISCELLANEOUS**

### **A. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **B. Independent Contractor**

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

### **C. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

### **D. Public Funds / Non-Discrimination**

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

### **E. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **F. Indemnity**

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

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

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

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

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this

paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-Procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

O. Public Records

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

P. Publicity

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

Q. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit D**.

R. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a HOSPITAL facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information online regarding Clark County Business Licenses by visiting the website at [www.clarkcountynv.gov](http://www.clarkcountynv.gov), go to "Business License Department" ([https://www.clarkcountynv.gov/business/doing\\_business\\_with\\_clark\\_county/index.php](https://www.clarkcountynv.gov/business/doing_business_with_clark_county/index.php)).

S. Prohibition Against Israel Boycott

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

T. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

U. Survival of Terms

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

V. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

W. Complete Agreement

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

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

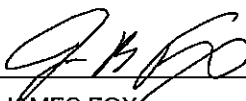
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer

\_\_\_\_\_  
DATE

COMPANY:

CLAIM SERVICES, INC.

By:   
JAMES FOX  
Chief Executive Officer

4/30/24  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**DOCUMENTATION RETRIEVAL SERVICES**  
**SCOPE OF SERVICES**

**I. SCOPE OF SERVICES**

HOSPITAL shall refer to COMPANY certain patient accounts for documentation retrieval services for the purpose of collecting required third-party billing documentation and/or information from former patients. HOSPITAL shall dictate the volume and frequency of such referrals. COMPANY shall provide its best efforts in obtaining the requested documentation and/or information within thirty (30) days of receipt of referral however, after thirty (30) days, the referral must be returned to HOSPITAL. COMPANY shall at all times observe and comply with all laws and regulations of the federal, state, and local governments.

**II. HOSPITAL INFORMATION**

A. **Facility Name:** University Medical Center of Southern Nevada (UMC)

B. **Location:**

- i. University Medical Center of Southern Nevada  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102  
Bed Size: 541

C. **Gross Patient Revenue:**

- i. UMC: \$ 4,105,471,381

D. **Net Patient Revenue:**

- i. UMC: \$779,345,339

E. **Patient Accounting System:** Epic

- i. Daily note files will be required from COMPANY

**III. VENDOR REQUIREMENTS**

A. Accounts will be placed with COMPANY per UMC's discretion.

- i. In order to resolve an account, all efforts to gather necessary documentation and outstanding account information including, but not limited to, the following:
  - 1. COMPANY must triage the account on the day of receipt.
  - 2. COMPANY to obtain the following documentation as needed:
    - a. Accident Detail Forms
    - b. Assignment of Benefits
    - c. Authorization for the Release of Medical Records
    - d. Birth Certificates
    - e. Claim Forms
    - f. COBRA Applications
    - g. Coordination of Benefits
    - h. Certificate of Credible Coverage
    - i. Death Certificates
    - j. Marriage Certificates
    - k. Medicare IDs
    - l. Medicare Secondary Payer Documentations
    - m. Medicare Common Working File Updates
    - n. Police Traffic Crash Reports
    - o. Primary Care Physician Referral Forms
    - p. Student Policy Updates
    - q. Subrogation Forms
    - r. Any other requested insurance documentation needed that is not listed above
  - 3. Face-to-face interaction with patient via onsite appointment or home visit as needed.
  - 4. COMPANY must have at least two (2) bilingual English-Spanish speakers with access to resources for other languages as necessary

B. COMPANY's staff must hold themselves to the standard of UMC when speaking to any and all parties outside of UMC regarding any UMC account.

C. To ensure HIPAA and HITECH compliance; UMC's accounts will be maintained separately from any other client accounts handled by COMPANY.

- D. COMPANY will be able to send and receive encrypted emails.
- E. COMPANY will return the accounts, all information and/or documentation to UMC upon UMC's request according to a mutually agreed upon process.
- F. COMPANY will ensure that it is properly staffed with qualified employees to successfully handle the processing and resolution of accounts placed by UMC.
- G. COMPANY will provide to UMC the following reports on a monthly basis:
  - i. Invoice
  - ii. Closed Account List
  - iii. Open Account Updates
- H. COMPANY will resolve accounts within a thirty (30) day turnaround timeframe.
- I. UMC will provide demographic, insurance and contact information, and provide one specific line of information to provide guidance/set expectations for all patient accounts. COMPANY will contact former patients by telephone, electronic mail (e-mail) and written correspondence via United States Postal Service in accordance with all relevant state and federal laws, including HIPAA and HITECH privacy laws, as may be amended from time to time.
- J. COMPANY will not utilize third-party subcontractors to perform the obligations expected herein without the written consent of UMC.

**EXHIBIT B**  
**FEE SCHEDULE**

HOSPITAL shall pay COMPANY a flat rate of \$95 per account resolved for third party billing or other types of documentation

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

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

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

3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: CBE Number and Name of Agreement (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

University Medical Center of Southern Nevada  
c/o Legal Department  
1800 W. Charleston Blvd.  
Las Vegas, Nevada 89102
10. Appointed Agent Signature to include license number and issuing state.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2024

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

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

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 708-845-3000 <b>E-MAIL</b> Address: certificates@thehortongroup.com	<b>FAX</b> (A/C, No):
<b>INSURED</b> Claim Services Inc. 407 W Galena Blvd Aurora IL 60506	<b>CLAISER-01</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : Selective Insurance Co of Southeast		39926
INSURER B : Scottsdale Insurance Company		41297
INSURER C : Markel Insurance Company		38970
INSURER D : Axis Insurance Company		37273
INSURER E :		
INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER: 286004271

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2620248	9/13/2023	10/15/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$6,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			S 2620248	9/13/2023	10/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE			EKS3499016	10/15/2023	10/15/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Errors and Omissions Cyber			MKLC3PEO000695 P-001-001224092-01	10/29/2023 10/15/2023	10/15/2024 10/15/2024	Limit Limit 3,000,000 3,000,000

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

Additional insured with respect to the general liability coverage only when required by written contract:

Project: Documentation Retrieval Services

**CERTIFICATE HOLDER****CANCELLATION**

University Medical Center of Southern Nevada  
c/o Legal Department  
Attn: Kristine Sy  
1800 W. Charleston Blvd.  
Las Vegas NV 89102

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

**THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY**  
**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

**SCHEDULE**

Name of Person or Organization:

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

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

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

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

**EXHIBIT D**  
**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the 1<sup>st</sup> of September, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and **Claim Services, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

**WITNESSETH:**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement; and

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

**I. DEFINITIONS**

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

**II. ACKNOWLEDGMENTS**

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
  - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
  - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
  - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

### V. RIGHT TO AUDIT

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

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

#### VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

#### VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

#### VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

Mason Van Houweling  
Chief Executive Officer

By:  \_\_\_\_\_

James Fox  
Chief Executive Officer

Date: \_\_\_\_\_

Date: 4/30/24 \_\_\_\_\_

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	XX Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 0</b>						
<b>Corporate/Business Entity Name:</b>		Claims Services, Inc.				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		100 N. Lincolnway, Suite A		<b>Website:</b> www.claimservices.org		
<b>City, State and Zip Code:</b>		North Aurora, IL 60542		<b>POC Name:</b> Jennifer Houck		
				<b>Email:</b> jennifer.houck@claimservices.org		
<b>Telephone No:</b>		877-658-3960		<b>Fax No:</b> N/A		
<b>Nevada Local Street Address:</b> (If different from above)		N/A		<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

**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)
James Fox	CEO	59.5%
Mark Hackman Brooks	COO	
William Fox		12.75%
Alex Wolicki	CFO	

**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	James Fox Print Name
CEO Title	5/6/24 Date

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Wholesale Product Purchase Agreement with Priority Healthcare Distribution, Inc. d/b/a CuraScript SD Specialty Distribution for the purchase of pharmaceutical and biological products; execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000717100	Funded Pgm/Grant: N/A
Description: Pharmaceutical and Biological Product Purchase	
Bid/RFP/CBE: NRS 332.115.4 – Purchase of goods commonly used by a hospital	
Term: 3 years from Effective Date with one, 2-year automatic renewal option	
Amount: NTE \$800,000 per year or NTE \$4,000,000 for five (5) years	
Out Clause: 90 days w/o cause or 60 days prior to the expiration of the initial term	

#### BACKGROUND:

This request is to enter into a new Wholesale Product Purchase Agreement (“Agreement”) with CuraScript SD to purchase pharmaceutical and biological products. CuraScript SD is a specialty pharmaceutical wholesaler that provides certain specialty pharmaceuticals such as Spinraza and Epoprostenol; these medications help treat patients with rare neuromuscular disorder and certain kinds of pulmonary arterial hypertension, respectively. Staff also requests authorization for the Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

UMC’s allocated budget for this Agreement is NTE \$800,000 per year. Term is three (3) years from the Effective Date with one, 2-year automatic renewal option. Either party may terminate this Agreement at any time without cause with a 90-day notice or with a 60-day notice prior to the expiration of the initial term.

UMC’s Pharmacy Services Supervisor 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 May 22, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**12**

## WHOLESALE PRODUCT PURCHASE AGREEMENT

**THIS WHOLESALE PRODUCT PURCHASE AGREEMENT** (the “Agreement”) is effective upon the date of last signature (the “Effective Date”) by and between **Priority Healthcare Distribution, Inc.**, doing business as CuraScript SD Specialty Distribution, a Florida corporation having offices at 255 Technology Park, Lake Mary, Florida 32746 (“Distributor”), and **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes having offices at 1800 West Charleston Boulevard, Las Vegas, Nevada 89102 (“Hospital”). Distributor and Hospital are each referred to in this Agreement as a “Party,” collectively, the “Parties.”

**WHEREAS**, Hospital is in the business of providing healthcare services which requires the purchase and use of certain products sold and distributed by Distributor;

**WHEREAS**, Distributor wholesales certain products to its customers, which include physicians, physician group practices, and certain health care institutions and facilities located in the United States and Puerto Rico;

**WHEREAS**, Distributor has the required licenses and/or authorizations pursuant to all federal, state and local laws in order to conduct business relative to this Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement so that Distributor can distribute pharmaceutical or biological products (the “Products”).

**NOW THEREFORE**, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

### **ARTICLE I** **SERVICES**

- 1.1 LINE OF CREDIT.** Immediately upon execution of this Agreement, Hospital will cooperate in good faith to complete all necessary documentation, including credit applications and financial responsibility agreements, required for the establishment of an appropriate line of credit offered by Distributor to Hospital for the purchase of Products. The Parties will periodically review the line of credit. Distributor in its sole discretion may modify the credit line accordingly, with written notice to Hospital. For the purpose of clarification, in the event of conflict between this Agreement and the credit application or financial responsibility agreements, this Agreement shall control.
- 1.2 PRODUCT.** This Agreement governs Hospital’s purchases of those Products set forth in Exhibit A, which is attached hereto and incorporated by reference herein. The Products listed in Exhibit A may be modified from time to time by the Parties upon written mutual consent.
- 1.3 PRODUCT PURCHASE ORDERS.** All Hospital purchase orders for Product are subject to review and acceptance by Distributor. Distributor reserves the right at any time after receipt of Hospital’s purchase order to accept or decline, in its sole discretion, any purchase order in its entirety or to accept less than the full quantity of a purchase order, on a case-by-case basis, for any reason. Partially filling a purchase order does not obligate Distributor to fill the remainder of the purchase order.

***FOIA NOTICE:** This document contains proprietary and confidential information including internal policies, trade secrets, and commercial and financial information, any and all of which are protected from disclosure under the Freedom of Information Act (FOIA), pursuant to 5 U.S.C. § 552(b)(4) and 45 C.F.R. Part 5.*

- 1.4 DISTRIBUTION AND SHIPPING TERMS.** Distributor will ship all Products in compliance with Distributor's then-current Shipping Policy, which may be reasonably modified from time to time without Hospital's consent. Distributor's current Shipping Policy is attached hereto as Exhibit C and incorporated herein by reference.

All deliveries of Product will be Free On Board, Hospital's designated facility, as defined below. For purposes of this subsection, the term "Free On Board, Hospital's designated facility" (i.e., FOB Destination) means that Distributor shall: (i) bear all costs associated with shipping Products to Hospital's designated facility; (ii) bear the risk of loss until Hospital's designated facility takes possession of the Product, which Product must be in new and acceptable condition upon receipt by Hospital; and (iii) be responsible for insuring Products while in transit. Hospital shall be entitled to designate more than one of its facilities for receipt of the Product.

- 1.5 PRODUCT RETURNS.** All Product returns shall be made in accordance with Distributor's standard Returned Goods Policy in effect, which is attached hereto as Exhibit B and incorporated by reference herein. The Returned Goods Policy may be reasonably modified from time to time without Hospital's consent. Distributor shall provide Hospital with advance written notice of any such change.
- 1.6 OWN USE.** Hospital represents, warrants, and covenants that all Products purchased through Distributor are intended for Hospital's "Own Use" pursuant to applicable statute, case law, guidance, and Federal Trade Commission (FTC) Opinions.
- 1.7 RECALLS.** If requested to do so in writing by Distributor, Hospital will cooperate fully with Distributor in recalling or returning any Product that Distributor believes should not be sold or used. Hospital will maintain complete and accurate records of all Products used by it in order to facilitate compliance with this section. To the extent allowed by law, regulation, and ethical requirements, Hospital will comply with Distributor's reasonable written instructions concerning communications with the public regarding the procedures to be observed during a recall return of any Product.

## **ARTICLE II**

### **PRICES AND PAYMENT**

- 2.1 PAYMENT TERMS.** Distributor's invoices for Product ("Invoice(s)") shall be due and payable Net [REDACTED] except for the Spinraza medication which shall be due and payable Net [REDACTED], by Hospital from the date on the Invoice. Invoices for Products shall reflect the payment terms and dating set forth under this Agreement as outlined in Exhibit A, including the actual calendar date of payment expected for each invoice. All terms are based on cash repayment. Hospital's allocated budget for this Agreement is **\$800,000.00 per year**.

Hospital has sixty (60) days from the date of receipt of Invoice to provide notice of dispute of the Invoice to Distributor. Failure to give such timely notice of dispute shall be deemed a waiver of Hospital's right to dispute such invoice.

- 2.2 PRICE.** As of the Effective Date, Hospital shall be permitted to purchase Products in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to limit Distributor from charging reasonable shipping fees as outlined in Exhibit C.

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Prices are exclusive of federal, state and local sales, use, excise or similar taxes applicable to the sale, shipment, delivery, ownership, possession or resale of Products or any other activities contemplated under this Agreement, and Hospital shall be liable for and pay all such applicable taxes, whether or not listed on Distributor's invoices, unless Hospital provides Distributor with a tax exemption certificate acceptable to the appropriate taxing authorities. Hospital shall reimburse Distributor in full for any and all applicable taxes which are paid by Distributor for which Hospital is responsible under this Agreement.

### **ARTICLE III**

#### **TERM AND TERMINATION**

- 3.1 TERM.** Unless and until this Agreement is terminated as provided for herein, this Agreement shall have an initial term of three (3) years commencing on the Effective Date. Following the initial term, this Agreement shall be renewed automatically for an additional two (2)-year term unless either Party shall have given the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the initial term.
- 3.2 TERMINATION.** This Agreement is made in good faith based on the assumption that early termination shall not be required. Notwithstanding the foregoing, early termination shall be permissible as follows:
- (a) By either Party with ninety (90) days' written notice for any reason. In such event, invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.
  - (b) Immediately by either Party if such Party provided written notice detailing a material breach of this Agreement and the breaching Party failed to cure the breach within thirty (30) days of the date of the notice. In such event, invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.
  - (c) Immediately with written notice, by either Party, in the event that:
    - (i) the other Party shall file any petition under any bankruptcy, reorganization, insolvency or moratorium laws, or any other law or laws for the relief of or in relation to the relief of debtors;
    - (ii) there shall be filed against the other Party any involuntary petition under any bankruptcy statute or a receiver or trustee shall be appointed to take possession of all or a substantial part of the assets of the Party that has not been dismissed or terminated within sixty (60) days of the date of such filing or appointment;
    - (iii) the other Party shall make a general assignment for the benefit of creditors or shall become unable, or admit in writing its inability, to meet its obligations as they mature;
    - (iv) the other Party shall institute any proceedings for liquidation or the winding up of its business other than for purposes of reorganization, consolidation, or merger;
    - (v) the other Party's financial condition shall become such as to endanger completion of its performance in accordance with the terms and conditions of this Agreement; or
    - (vi) the other Party is unable to perform its duties for a period of thirty (30) days.
  - (d) Immediately upon notification by either Party if the terms of this Agreement are determined by either Party in good faith to be inconsistent with any applicable laws, statutes, regulations, and

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rules (and reasonable interpretations thereof and guidance related thereto) (collectively “Applicable Law” or “Applicable Laws”), or upon a change in law pursuant to Section 7.12.

- (e) Distributor, in its sole discretion, may immediately suspend the Hospital’s ability to purchase Products and receive data reports and other services from Distributor at any time should Hospital fail to conform to any of the below requirements:
  - (i) Hospital exceeded its current credit limit;
  - (ii) Hospital has materially breached the payment terms of the credit agreement with Distributor, or Hospital fails to (a) respond to a request for or (b) provide sufficient financial information within fifteen (15) days upon Distributor’s reasonable request for the same. Financial information that Distributor may reasonably request is listed in the terms and conditions of Hospital’s credit application with Distributor; or
  - (iii) Hospital continues to owe outstanding invoices that are fifteen (15) or more days past due after Net ■■■ (or after Net ■■■ for the Spinraza medication).
- (f) Hospital in accordance with Section 7.20 hereof.

#### **ARTICLE IV** **CONFIDENTIALITY AND DATA**

- 4.1 CONFIDENTIALITY.** To the extent permitted by Applicable Law, each Party shall take all reasonable actions and do all things reasonably necessary to ensure that any information contained in this Agreement, as well as any information that is disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”) under this Agreement (in any case, “Confidential Information”) shall not be disclosed or used for purposes outside this Agreement. The foregoing prohibition shall not apply to disclosures: (a) to the Receiving Party’s attorney or accountant; (b) made pursuant to a request from a legal or regulatory authority; (c) by the Receiving Party to its Affiliate, as defined below (provided such Affiliate is subject to confidentiality restrictions at least as stringent as set forth herein), and for the purpose of this section “Affiliate” shall mean an entity in which the Receiving Party maintains an ownership position or an entity under common ownership or control with the Receiving Party; or (d) that are required pursuant to a court order or by Applicable Law. The foregoing prohibition shall not apply to information that: (i) a Party can show it knew prior to disclosure without obligation of confidentiality; (ii) is or becomes public knowledge through no fault of said Party; or (iii) is lawfully disclosed by a third party under no obligation of confidentiality. This Section 4.1 shall survive any termination of this Agreement for a period of five (5) years thereafter. Except to the extent Disclosing Party’s Confidential Information is incorporated into Receiving Party’s business records, which will be maintained in confidence and destroyed in accordance with Receiving Party’s record retention policy, each Party shall either return to the other Party, or destroy, all Confidential Information received hereunder upon the expiration or termination of this Agreement, and such Party will certify its compliance with such requirements upon written request by the other, except that each Party may retain one (1) copy of such Confidential Information in order to satisfy any future legal obligations it may have, and nothing in this paragraph shall require the alteration, deletion, destruction or modification of routine back-up tapes or back-up media. Notwithstanding anything to the contrary contained herein, if reasonably necessary, Distributor shall be permitted to disclose to potential and existing customers of Distributor (and any potential purchaser of Distributor) the general terms of this Agreement. Notwithstanding anything to the contrary contained herein, Distributor acknowledges that Hospital is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time (the “Act”), and

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as such its records are public documents available to copying and inspection by the public solely as may be required by the Act. If Hospital receives a demand for the disclosure of this Agreement, any information contained in this or any other Confidential Information of Distributor pursuant to Applicable Law, court order, or a request from a legal or regulatory authority, Hospital will immediately notify Distributor of such demand and Distributor shall have up to five (5) business days to notify Hospital of its intention to seek injunctive relief or other protective measures or remedies as soon as reasonably practicable. In the absence of a court order or notification from Distributor, the requested information will be released with no further liability by Hospital; provided that, in the case of a request by a member of the public to inspect this Agreement pursuant to the Act, Hospital agrees to first redact this Agreement in a manner acceptable to Distributor. Without limiting the foregoing, Hospital agrees to use reasonable efforts to cooperate with Distributor, at Distributor's expense, in connection with Distributor's efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure of Confidential Information, and Hospital shall not oppose any such efforts by Distributor. If such remedy or treatment is not obtained, Hospital shall only disclose the minimum amount of information necessary in order to comply with Applicable Law. For the avoidance of any doubt, Distributor hereby acknowledges that this Agreement will be provided to Hospital's governing body for approval; provided that Hospital's governing body shall continue to treat this Agreement as confidential in accordance with the terms hereof. To the extent any public posting of this Agreement (or provision of this Agreement to members of the public present at an approval meeting) is required by the Act, then Hospital shall cooperate with Distributor in redacting such portions of this Agreement acceptable to Distributor and only such redacted version of this Agreement shall be available to the public. Notwithstanding clause (ii) above to the contrary, in no event shall any public posting or provision of this redacted Agreement to members of the public upon request serve to exempt or relieve Hospital from its obligations of confidentiality hereunder with respect to this Agreement or the information contained herein.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES**

**5.1 STATUTORY AND REGULATORY COMPLIANCE.** Distributor and Hospital shall comply with all Applicable Laws governing their activities related to this Agreement, including without limitation, laws related to fraud and abuse, false claims, provision of samples, and prohibition on kickbacks. Without limiting the generality of the foregoing, the Parties further agree as follows:

- (a) *Discounts/Rebates.* Although Distributor does not submit claims or requests for payment to Medicare or Medicaid, the Parties have structured any discounts and rebates under this Agreement in a manner consistent with the applicable characteristics of the statutory discount exception (42 U.S.C. § 1320a-7b(b)(3)(A)) and the discount safe harbor (42 C.F.R. § 1001.952(h)). The terms pursuant to which any discount or rebate will be paid are fixed and are set forth in this Agreement and the attached Exhibits. This Agreement is not dependent on, and does not operate in conjunction with, either explicitly or implicitly, any other arrangement or agreement between Hospital and Distributor or either Party's Affiliates. Neither Hospital nor Distributor are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or a state healthcare programs or engaging in any other illegal inducement specified in the Anti-Kickback Statute. Hospital represents and warrants that: (i) it will refrain from doing anything that would impede Distributor from meeting any reporting obligations Distributor may have under Applicable Law; (ii) no discount/rebate paid pursuant to this Agreement is intended in any way as a

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discount related to a drug formulary or drug formulary activities and no discount/rebate has been negotiated or discussed between the Parties in connection with any such drug formulary or formulary activities; and (iii) Hospital is aware of and will comply with its obligations to accurately report any discounts or other information that must be disclosed under Applicable Law, for each Product for which a discount or rebate has been paid under this Agreement. To the extent required under Applicable Law, Distributor will report the discounts/rebates to appropriate Federal health care programs, and will, upon the request of a governmental agency, including the Secretary of Health and Human Services or a state healthcare agency, disclose information regarding the discounts/rebates to the requesting agency.

- 5.2 FEDERAL PROGRAMS.** Both Parties represent, warrant, and certify that neither it nor any of its principals were or are debarred, suspended, proposed for debarment, otherwise determined to be ineligible to participate in Federal health care programs (as that term is defined in 42 U.S.C. §1320a-7b(f)), convicted of a criminal offense related to the provision of health care items or services, or currently the subject of any Office of Inspector General investigation (collectively, an “Adverse Enforcement Action”). The affected Party shall notify immediately the other Party if it or any of its principals become the subject of an Adverse Enforcement Action.
- 5.3 AUTHORIZATION.** Hospital represents and warrants that it is duly authorized to purchase Product. Further, Hospital represents and warrants that it is solely liable for payment of all Product purchased under this Agreement.
- 5.4 CHARGEBACKS.** If applicable, in consideration for Distributor allowing Hospital to purchase certain Products at discount prices from manufacturers which differ from those listed herein (“Contract Prices”), Hospital represents that Distributor will be paid by the appropriate manufacturer the difference between Distributor’s acquisition price and the Contract Price (hereinafter referred to as “Chargeback”). Distributor will accept Chargebacks in accordance with Distributor’s Chargeback policy. Hospital agrees and acknowledges that it will be liable to Distributor for any unpaid Chargebacks if any manufacturer (i) denies a Chargeback for any reason; (ii) makes an assignment for the benefit of creditors, files a petition for bankruptcy, or if a receiver or trustee is appointed with respect to a substantial part of the manufacturer’s property or a proceeding has begun which will substantially impair the manufacturer’s ability to pay the Chargeback; or (iii) fails to pay Distributor Chargebacks for any reason other than Distributor’s negligence or failure to comply with the manufacturer requirements associated with such Chargeback. In the event Distributor’s Chargeback for pricing invoiced to Hospital by Distributor is rejected by the manufacturer as either an incorrect price or an ineligible Eligible Facility, such invoices will be credited and rebilled at the correct price per the manufacturer, and Hospital shall remit payment for the rebilled invoices.

## **ARTICLE VI**

### **INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE**

#### **6.1 INDEMNIFICATION.**

- (a) *Distributor Indemnification.* Distributor will indemnify and hold Hospital and its affiliates, officers, directors, agents and employees harmless from and against any loss, cost, damage, expense, or other liability, including, without limitation, reasonable costs and attorney fees (collectively, “Damages”) incurred in connection with any and all actual or threatened third party claims, suits, investigations, enforcement actions, or any other judicial or quasi-judicial proceeding (“Claims”) arising out of (i) Distributor’s negligent acts, omissions, willful

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misconduct, or violation of Applicable Law; or (ii) Distributor's breach of this Agreement. Distributor shall have no obligation to indemnify Hospital in connection with any Claims caused by or based upon the negligence or intentional misconduct of Hospital or Hospital's breach of this Agreement or Hospital's violation of Applicable Law.

- (b) *Hospital Indemnification.* To the extent expressly authorized by Nevada law, Hospital will indemnify, defend and hold Distributor and its affiliates, officers, directors, agents and employees harmless from and against any Damages incurred in connection with any and all Claims arising out of (i) Hospital's or Hospital's directors, officers, employees and agents negligent acts, omissions, willful misconduct, or violation of Applicable Law; or (ii) Hospital's or Hospital's directors, officers, employees and agents breach of this Agreement. Hospital shall have no obligation to indemnify Distributor in connection with any Claims to the extent such claims are caused by or based upon the negligence or intentional misconduct of Distributor or Distributor's breach of this Agreement or Distributor's violation of Applicable Law.
- (c) *Notification.* As a condition of indemnification, the Party seeking indemnification shall notify, to the extent possible under Applicable Law, the indemnifying Party in writing promptly upon learning of any Claim for which indemnification may be sought hereunder. The indemnifying Party shall have a right to participate in the defense of such Claim, and the Parties will cooperate in good faith in such defense. No Party shall have an obligation to indemnify the other Party as described herein with respect to any Claim settled without the mutual written consent of both Parties, which consent shall not be unreasonably withheld.

**6.2 LIMITATION OF LIABILITY.** With the exception of each Party's confidentiality and indemnification obligations herein, in no event shall either Party be liable to the other under this Agreement for any special, incidental, indirect, exemplary, or consequential damages, whether based on breach of contract, warranty, tort (including negligence), lost profits or savings, punitive damages, injury to reputation, loss of customers or business, product liability, or otherwise, regardless of whether such Party has been advised of the possibility of such damage. The Parties acknowledge and agree that the foregoing limitations of liability are a condition and material consideration for their entry into this Agreement.

**6.3 INSURANCE.** Distributor and Hospital shall maintain such policies of general liability, professional liability, and other insurance of the types and in amounts customarily carried by their respective businesses. Notwithstanding the foregoing, each Party shall, at a minimum, maintain throughout the term of this Agreement commercial products liability coverage, in an amount no less than [REDACTED] dollars (\$[REDACTED]).

In the event that any of the above-described insurance policies are written on a claims-made basis, then such policy or policies shall be maintained during the entire period of this Agreement and for a period of no less than three (3) years following the termination or expiration of this Agreement. Each Party represents and warrants that any retroactive date under such policies shall precede the Effective Date of this Agreement. The above-described insurance policies will be issued by insurance carriers with a minimum A.M. Best rating of A- VIII (or the substantial equivalent rating provided by Fitch, Standard & Poor's or Moody's) at the time of each policy inception and such insurance carriers shall be lawfully authorized to do business in the jurisdiction(s) in which the services are rendered. Each Party shall provide the other with reasonable proof of insurance upon written request. Distributor understands that Hospital has a funded program on self-insurance and is acceptable in lieu of commercial insurance.

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**ARTICLE VII**  
**GENERAL TERMS**

- 7.1 RESERVATION OF RIGHTS.** Each Party reserves all right, title, and interest in and to its patents, copyrights, trade secrets, know-how, and other intellectual property used, disclosed, or made available under or in connection with this Agreement. All rights and licenses to intellectual property not granted by a Party to the other Party under this Agreement are reserved by the first Party and its suppliers.
- 7.2 INTELLECTUAL PROPERTY.** Each Party reserves all right, title, and interest in and to its company, product, and service names, logos, brands, trademarks, service marks, trade dress, and other proprietary designations (collectively, "Marks"). All use of a Party's Marks is and shall remain subject to such Party's reasonable quality control and brand usage guidelines. All goodwill arising from use of a Party's Marks shall inure exclusively to such Party's benefit.
- 7.3 NOTICE.** Any notice, demand, request, consent, or approval required or permitted hereunder shall be in writing and shall be delivered: (a) personally; (b) by certified mail, return receipt requested, postage prepaid; or (c) by overnight courier by a nationally recognized courier service, to the address indicated below or to such other address as may be designated in writing by each Party from time to time.

*If to Hospital:*

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

*With a copy to:*

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

*If to Distributor:*

Express Scripts, Inc.  
c/o Priority Healthcare Distribution, Inc.  
One Express Way  
St. Louis, MO 63121  
Attn: Legal Department

*With a copy to:*

Priority Healthcare Distribution, Inc.  
255 Technology Park Drive  
Lake Mary, FL 32746  
Attn: General Manager  
Email: CSDcustomercontracting@express-scripts.com

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All such communications shall be deemed to have been received by the intended recipient: (i) on the day actually received if delivered personally; (ii) five (5) business days following deposit in the United States Mail if sent by certified mail; or (iii) on the next business day if sent by overnight courier.

- 7.4 SEVERABILITY.** In the event any portion of this Agreement not material to the remaining portions hereof shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect. Subject to the written consent of both Parties, such consent not to be unreasonably withheld, if any of the terms or provisions of this Agreement are in conflict with any Applicable Laws, then such terms or provisions shall be deemed inoperative to the extent that they may conflict with such Applicable Laws and shall be renegotiated for the sole purpose of rectifying the error to conform to such Applicable Laws.

**7.5 AUDIT.**



- 7.6 ENTIRE AGREEMENT.** With regard to the issues addressed herein, this Agreement and the Exhibits attached hereto contain the entire agreement and understanding of the Parties, and supersede any and all prior agreements and understandings regarding the same subject matter.
- 7.7 AMENDMENT.** No amendment, modification, revision, representation, warranty, promise or waiver of or to this Agreement shall be effective unless the same shall be in writing and signed by both Parties. Notwithstanding the foregoing Exhibit B (Returned Goods Policy) and Exhibit C (Shipping Policy) may be modified with a written notification from Distributor to Hospital. Upon the effective date of the change, the Exhibit(s) will be deemed amended to reflect such change.
- 7.8 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, including but not limited to electronic signature, all of which together shall constitute one and the same instrument.
- 7.9 ASSIGNMENT.** Neither Party may assign this Agreement without at least ninety (90) days' prior written notice of such assignment to the other Party, and the written consent of the other Party; provided, however, with advance written notice to Hospital, Distributor may assign this Agreement to any entity that, directly or indirectly, wholly owns or controls Distributor or any affiliate that is, directly or indirectly, wholly owned or controlled by any entity that, directly or indirectly, wholly

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owns or controls Distributor without written consent of Hospital. Any attempt by either Party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party shall be null and void and shall entitle the other Party, at its sole and exclusive option, to immediately terminate this Agreement in its entirety.

- 7.10 DELEGATION OF RESPONSIBILITIES.** Distributor may engage a third party to conduct certain administrative functions on its behalf and may subcontract portions of certain limited functions and responsibilities of this Agreement, including, but not limited to, data compilation and reporting services, financial accounting and processing services, or any other function relating to any of Distributor's obligations set forth herein. Hospital agrees to cooperate with Distributor's reasonable requests relating to Distributor's engagement of any such third party. Such third party must perform in a manner conforming to this Agreement and will be bound by confidentiality restrictions no less restrictive than are set forth in this Agreement. Distributor shall retain full responsibility and liability for the performance of any subcontracted service.
- 7.11 FORCE MAJEURE.** Notwithstanding anything to the contrary herein, neither Party shall be liable in any manner for any delay to perform its obligations under this Agreement where the cause of such delay is beyond a Party's reasonable control, including, without limitation, any delay or failure due to strikes, labor disputes, riots, earthquakes, storms, hurricanes, floods or other extreme weather conditions, fires, explosions, acts of God, embargoes, war or other outbreak of hostilities, government acts or regulations, or the failure or inability of carriers, suppliers, delivery services, or telecommunications providers to provide services necessary to enable a Party to perform its obligations hereunder. In such event, the Parties agree to use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) calendar days, either Party may terminate this Agreement pursuant to Section 3.2(c)(vi).
- 7.12 CHANGE IN LAW.** If, subsequent to the Effective Date (a) there is a change to any existing Applicable Laws; (b) any Applicable Law is promulgated, enacted, enforced, or otherwise applied; or (c) any decree, order, judgment, or permanent injunction is entered or enforced by any court of competent jurisdiction or any other government agency relating to the terms of this Agreement, which in the good faith opinion of Hospital or Distributor adversely and materially affects or will adversely and materially affect its business by reason of the terms of this Agreement, the affected Party shall notify the other Party in writing and the Parties will promptly negotiate alternative terms that would not adversely and materially affect the affected Party's business, and that would, subject to Applicable Law, provide reasonably equivalent benefits to both Parties as the modified or deleted terms. If the Parties do not so reach a mutually satisfactory agreement within thirty (30) days after notice from the affected Party, the relevant adverse terms may be terminated or, if the relevant adverse terms are material to the overall Agreement, this Agreement may be terminated pursuant to Section 3.2(d).
- 7.13 WAIVER.** No waiver of any term of this Agreement shall be valid unless waived in writing and signed by the Party against whom the waiver is sought. The failure of either Party to require performance by the other Party of any provision of this Agreement shall not affect, in any way, the right to require such performance at any time thereafter.
- 7.14 INDEPENDENT CONTRACTORS.** Nothing in this Agreement is intended to create any relationship between Distributor and Hospital other than as independent contractors and neither Party, nor any of their employees, staff, agents, officers, or directors shall be construed to be the agent, fiduciary, employee, or representative of the other.

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- 7.15 **NON-EXCLUSIVITY.** The Parties acknowledge that Distributor has agreements with multiple entities, including group purchasing organizations and other management service entities, and that nothing herein shall limit Distributor’s ability to contract with such other entities.
- 7.16 **CHOICE OF LAW AND VENUE.** Intentionally omitted.
- 7.17 **SURVIVAL.** The confidentiality and indemnification obligations described in this Agreement shall survive the termination of this Agreement as set forth in the applicable provision. These ongoing obligations shall be binding upon both Parties regardless of the reason for the termination of this Agreement.
- 7.18 **THIRD PARTY BENEFICIARIES.** This Agreement is not a third party beneficiary contract, and, therefore, there are no third party beneficiaries to this Agreement.
- 7.19 **PUBLICITY.** Neither Hospital nor Distributor shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other Party or its facilities with respect to this Agreement without the prior written consent of the other Party.
- 7.20 **BUDGET ACT AND FISCAL FUND OUT.** Hospital acknowledges that it is subject to Nevada Revised Statutes 354.626, and may need to terminate this Agreement at the end of any of Hospital’s fiscal years in which Hospital’s governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, Hospital shall provide at least ninety (90) days advance written notice to Distributor prior to such termination, wherein this Agreement will then expire on the thirtieth (30<sup>th</sup>) day of June of the then current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the termination date. Invoices owed to Distributor shall be made payable within [REDACTED] days of the termination date or when due, whichever is earlier.

IN WITNESS WHEREOF, the undersigned, duly authorized, has executed this Agreement, effective as of the Effective Date.

<b>PRIORITY HEALTHCARE DISTRIBUTION, INC. D/B/A CURAScript SD SPECIALTY DISTRIBUTION</b>	<b>UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA</b>
DocuSigned by: By: <u>William A. Shirey</u> DB3B4C223676466...	By: _____
Print Name: <u>william A. shirey</u>	Print Name: _____
Title: <u>President</u>	Title: _____
Date: <u>04/24/2024   10:21 AM CDT</u>	Date: _____

RPM for SAB 4.24.24

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**EXHIBIT A**  
**PRODUCTS**

[The information in this Exhibit is confidential in nature]

\* Product price is determined by the manufacturer's list price, and may be updated from time to time. Distributor will take reasonable commercial measures to notify Hospital in writing in advance of any updates to the Product price.

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**EXHIBIT B**  
**RETURNED GOODS POLICY**

[The information in this Exhibit is confidential in nature]

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**EXHIBIT C**  
**SHIPPING POLICY**

[The information in this Exhibit is confidential in nature]

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## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: N/A</b>						
<b>Corporate/Business Entity Name:</b> Priority Healthcare Distribution, Inc., doing business as CuraScript SD Specialty Distribution, a Florida corporation						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		255 Technology Park		<b>Website:</b> www.curascriptsd.com		
<b>City, State and Zip Code:</b>		Lake Mary, Florida 32746		<b>POC Name:</b> Jesus Garcia <b>Email:</b> JMGarcia@curascript.com		
<b>Telephone No:</b>		877.599.7748		<b>Fax No:</b> 844.720.5869		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b> <b>Email:</b>		

**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)
William A. Shirey	President	
Jeremy Schmucker	Sales Managing Director	
Kristina Daiker	Operations Managing Director	

**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	Timothy L Hall Print Name
Accounting Director	April 9, 2024
Title	Date

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

<b>Issue:</b>	<b>Terms &amp; Conditions For Products, Systems &amp; Installations (“Terms” or “Agreement”) with Olpin Group, Inc.</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Agreement with Olpin Group, Inc. for the purchase of hospital bed and equipment lift systems, with delivery and installation included; or take action as deemed appropriate. (For possible action)</b>		

**FISCAL IMPACT:**

Fund Number: 5420.000

Fund Center: 3000718100

Description: Hospital bed and equipment lift systems, with delivery and installation.

Bid/RFP/CBE: NRS 332.115(4) – Purchase of goods commonly used by a hospital.

Term: One year or until completion of the Work, whichever occurs earlier.

Amount: \$780,884

Out Clause: The Agreement may be canceled by University Medical Center of Southern Nevada (UMC), provided UMC compensates vendor for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

This request is for UMC to enter into the Terms with Olpin Group, Inc. to provide, deliver, and install hospital bed and equipment lift systems.

Bed and equipment storage lifts and capsules help keep corridors free and clear and in compliance with fire codes. Further, these storage and lift systems protect medical equipment from getting bumped into walls and door jambs. These systems are especially critical for beds that contain sensitive electronics. Bed and equipment storage lifts and capsules also promote organization and product flow, which reduces downtime.

The term of the Agreement will be for one (1) year or until the completion of the delivery and installation of the bed and equipment storage systems, whichever occurs earlier. The Agreement may be canceled by UMC, provided UMC compensates vendor for its performance, commitments and damage, not-to-exceed the total purchase price stated in the Agreement.

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

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**13**

## **TERMS & CONDITIONS FOR PRODUCTS, SYSTEMS & INSTALLATIONS ("Terms")**

1. **GENERAL:** These Terms govern the agreement between OLPIN GROUP, INC. and UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital, ("BUYER") for completion of the work as outlined on the attached Sales Quotation #23061 (the "Work"). The term of this agreement shall commence on the date of last signature by the Parties below (the "Effective Date") and shall continue for a term of one year or completion of the Work, whichever occurs sooner (the "Term"). In the event of a conflict between these Terms and the Sales Quotation, these Terms shall control.
- PAYMENT TERMS:** Upon signing these Terms & Conditions, BUYER shall deposit with OLPIN GROUP, INC. 50% of the amount referenced on Sales Quotation #23061. The balance of the quote shall be due upon substantial completion of installation of the systems and equipment pursuant to the Proposal (hereinafter "Equipment"). If the BUYER issues a purchase order for goods and/or services, the BUYER shall state the deposit amount on BUYER's purchase order. Notwithstanding the foregoing, except for Change Orders expressly agreed to in writing by OLPIN GROUP, INC. and BUYER, costs associated with the Work shall not exceed the amount specified on the attached Sales Quotation #23061.
2. **PROGRESS BILLING:** OLPIN GROUP, INC. will submit Progress Billings if any projects are delayed by BUYER or BUYER's subcontractors, beyond target date, or projects running more than 30 days.
3. **CHANGE ORDER:** Change Orders will be issued for any additional work that was not in the original Scope of Work (as defined in Sales Quotation #23061). No Change Order shall be effective without first having been expressly agreed to, in writing, by OLPIN GROUP, INC., and BUYER.
4. **ENGINEERING DATA:** The proposal, drawings and/or specifications of any quotation are confidential engineering data and are the exclusive property of OLPIN GROUP, INC. Such are submitted with the understanding that the information will not be disclosed without the prior written permission of OLPIN GROUP, INC., or used in any manner detrimental to OLPIN GROUP, INC. If OLPIN GROUP, INC.'s designs and engineering plans are given to competition without prior written permission, OLPIN GROUP, INC. will invoice for design and planning costs. All specifications and dimensions of proposal, drawings are approximate, and are subject to changes during detailed engineering. Notwithstanding anything contained in this agreement to the contrary, OLPIN GROUP, INC. acknowledges that BUYER is a public, county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time. As such, its records are public documents available for copying and inspection by the public. If BUYER receives a demand for the disclosure of any information related to this agreement that OLPIN GROUP, INC. has claimed to be confidential and proprietary, BUYER will immediately notify OLPIN GROUP, INC. of such demand and OLPIN GROUP, INC. shall immediately notify BUYER of its intention to seek injunctive relief in a Nevada court for protective order. OLPIN GROUP, INC. shall indemnify and defend BUYER from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of OLPIN GROUP, INC. document(s) in BUYER'S custody and control in which OLPIN GROUP, INC. claims to be confidential and proprietary.
5. **PROJECT DIMENSIONS:** If BUYER's building is not complete and/or available for field dimension verification prior to ordering materials and the Equipment for the project, then BUYER understands that OLPIN GROUP, INC. will rely on the architectural plans provided by BUYER or BUYER's agent as the basis of dimension for the design and ordering of the Equipment. Any discrepancies between the architectural plans and the final field dimensions which cause the Equipment to be modified or changed thereby incurring additional costs, will be at BUYER's expense and reflected in a Change Order to the proposal. OLPIN GROUP, INC. will take final dimension measurements prior to delivery and installation of any Equipment.
6. **STANDARD ANCHORING/INDEMNITY:** Proposal pricing includes standard anchoring (anchoring to the wall or floor.) Details of anchoring will be shown on the final set of shop/installation drawings provided to BUYER. BUYER, by its signature hereto, expressly represents that it has been advised by OLPIN GROUP, INC. to engage the services of a Structural Engineer to determine if seismic anchoring is required. The cost of any such inspection and testing of the Equipment, including supplying any materials, as required by a structural engineer for the testing, shall be at BUYER's expense. If the structural engineer determines additional anchoring, other than that provided in the drawings, is required, then OLPIN GROUP, INC. at BUYER's request, will add the additional anchoring to the Scope of Work as a Change Order, with the cost of the additional anchoring requirements specified in the Change Order. Alternatively, BUYER may freely choose to not engage the services of a Structural Engineer and in such event BUYER shall be solely responsible for any and all claims of loss, damage or liability which may arise as a result of anchoring. Notwithstanding the foregoing, OLPIN GROUP, INC. does hereby agree to defend, indemnify, and hold harmless BUYER and the employees, officers and agents of BUYER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of OLPIN GROUP, INC. or the employees or agents of OLPIN GROUP, INC. in the performance of this agreement.
7. **DELIVERY:** Shipping or delivery dates are approximate. OLPIN GROUP, INC. shall not be liable for delays in or failure of delivery due to changes requested by BUYER, or causes beyond its control. At the request of OLPIN GROUP, INC., BUYER shall make payment as though shipment has been made as specified and for any expenses incurred by OLPIN GROUP, INC. due to BUYER's request in delaying shipment.
8. **STORAGE:** INTENTIONALLY DELETED.
9. **SPECIALS:** Special items not considered as standard inventory by OLPIN GROUP, INC. and/or manufactured by OLPIN GROUP, INC. to BUYER's specifications or job requirements, will become the sole property of the BUYER and will not be accepted for return.
10. **INSURANCE:** OLPIN GROUP, INC.'s employees who enter BUYER's premises will have Workman's Compensation coverage in statutory limits and OLPIN GROUP, INC.'s automobiles will be covered by Public Liability and Property Damage Insurance.
11. **CANCELLATION:** On all cancelled orders, BUYER shall compensate OLPIN GROUP, INC. for its performance, commitments and damage as follows: BUYER shall pay OLPIN GROUP, INC. a cancellation fee not to exceed the original purchase price.
12. **CONSTRUCTION AREA:** BUYER shall provide OLPIN GROUP, INC. with a free and clear construction site. All materials and/or construction shall be removed from the area. BUYER will furnish OLPIN GROUP, INC. with adequate electrical power to efficiently operate the power tools required for the installation.
13. **UNLOADING, SPOTTING AND STORAGE:** BUYER shall provide OLPIN GROUP, INC. with adequate unloading facilities, and sufficient access to those facilities to insure OLPIN GROUP, INC.'s efficient unloading procedure, including access to elevators. Adequate aisles shall be provided by the BUYER to provide efficient handling of the materials and Equipment from the unloading of storage area to the construction site.
14. **COMMENCEMENT OF INSTALLATION AT JOB SITE:** OLPIN GROUP, INC. will not be obligated to commence work at job site until receipt of written notice from BUYER that BUYER's building is ready for use, necessary utilities and equipment are supplied to the work site, and the 50% deposit has been received by OLPIN GROUP, INC. (see #2 above). OLPIN GROUP, INC. will follow BUYER's standard procedures as followed by BUYER's staff in regard to programming changes; testing; change control; and other similar activities, including BUYER's Policy (Contracted Non-Employees/Allied Health Non-Credentialed/Dependent Allied Health/Temporary Staff/Construction/Third Party Equipment) and BUYER's Vaccine Policy, as may be amended from time to time. OLPIN GROUP, INC. shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by OLPIN GROUP, INC., its subcontractors and its and their principals, officers, employees and agents under this agreement. In performing the specified services, OLPIN GROUP, INC. shall follow practices consistent with generally accepted professional and technical standards. OLPIN GROUP, INC. further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, OLPIN GROUP, INC. will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of BUYER. OLPIN GROUP, INC. expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose. It shall be the duty of OLPIN GROUP, INC. to assure that all products of its effort are technically sound and in conformance with all pertinent federal, state and local statutes, codes, ordinances, resolutions and other regulations. If applicable, OLPIN GROUP, INC. will not produce a work product which violates or infringes on any copyright or patent rights. OLPIN GROUP, INC. shall, at all times, keep the work area in a neat, clean and safe condition. Upon completion of any portion of the Work, OLPIN GROUP, INC. shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the Work and before final payment is made, OLPIN GROUP, INC. shall, at its expense, dispose of all unnecessary vegetation, structures, rubbish, unused materials, and other equipment and materials belonging to it or used in the Work to the satisfaction of BUYER in accordance with all applicable federal, state, and local laws, ordinances and codes. OLPIN GROUP, INC. shall leave the premises and worksite in a neat, clean, and safe condition. In the event of the failure to comply with the foregoing, BUYER may satisfy the requirements of this Section at OLPIN GROUP, INC.'s expense. The Work specified by this agreement shall not be subcontracted by OLPIN GROUP, INC. without the prior written approval of BUYER. OLPIN GROUP, INC. at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Work in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, BUYER shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by OLPIN GROUP, INC. or its subcontractors, even if such Equipment is furnished, rented or loaned to OLPIN GROUP, INC. or its subcontractors by BUYER. Notwithstanding the foregoing, OLPIN GROUP, INC. will work with Buyer to transfer or otherwise ensure the validity of all applicable manufacturer warranties, including, but not limited to, the warranty of the entity operating under the tradenames of Vidir and Vidir Vertical Solutions.
15. **CHANGES IN WORK:** Should the BUYER order changes in the Work, such orders and adjustments shall be made in writing to OLPIN GROUP, INC. The contract price shall be adjusted according to the changes in the work specified. Additionally, Change Orders will be issued for any additional work that was not in original Scope of Work.
16. **FLOORS:** BUYER is responsible for the load bearing capacity of the floor upon which the proposed installation shall be constructed.
17. **SURVEYS, PERMITS AND REGULATIONS:** BUYER shall procure and pay for all permits, inspections, and/or structural calculation required by any governmental authority for any part of the work performed by OLPIN GROUP, INC., except as otherwise stated.
18. **FINAL APPROVAL:** At the time that OLPIN GROUP, INC. completes the Work, the BUYER will inspect the Work and if the Work is in conformity with the terms and provisions of the Proposal, including change orders, the BUYER shall accept the same and deliver to OLPIN GROUP, INC. a signed statement of acceptance/approval. If the BUYER fails to so

notify OLPIN GROUP, INC. by written statement, the Work shall be conclusively deemed to have been accepted by the BUYER.

19. INSTALLATION: The proposal is based on an eight hour working day and no provisions have been made for overtime or shift premium pay. Additional charges will apply for installations After Hours, Nights and/or Weekends. BUYER shall provide parking for installation crews.

20. BUYER GENERAL INDEMNITY: To the extent expressly authorized by Nevada law, BUYER agrees to and shall hold harmless and indemnify OLPIN GROUP, INC., its successors or assigns, against any and all damages, liabilities, obligations, losses, and expenses (including fees and expenses of counsel) of any kind or nature whatsoever as a result of (a) BUYER's ownership and/or operation of the Equipment installed by OLPIN GROUP, INC. (under the terms of the Proposal and these Terms and Conditions), and (b) BUYER's breach of any provision of these Terms and Conditions.

21. LEGAL ACTION: Nevada law shall govern the interpretation of this agreement. Venue shall be any court of competent jurisdiction in Clark County, Nevada. Before instituting any judicial action with respect to a dispute, the parties agree to submit to non-binding mediation. OLPIN GROUP, INC. shall comply with all applicable laws, regulations and rules, including without limitation, Nevada Revised Statutes Chapter 338 and Nevada Administrative Code Chapter 338. Any provision required to be included in this agreement pursuant to NRS Chapter 338 or NAC Chapter 338 is hereby incorporated by this reference. In the event that any legal action is initiated regarding the breach of any terms or conditions of this agreement, the prevailing party shall be entitled to receive in addition to any damages suffered, their court costs and attorney's fees incurred.

22. BUDGET ACT / FISCAL FUND OUT: Notwithstanding anything contained in this agreement to the contrary, 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 BUYER for the then-current fiscal year under the Local Government Budget Act. This agreement shall terminate and BUYER's obligations under it shall be extinguished at the end of any of BUYER's fiscal years in which BUYER'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. BUYER agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this agreement. In the event this section is invoked, this agreement will expire on the 30th day of June of the then-current fiscal year. Termination under this section shall not relieve BUYER of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

23. PROHIBITION AGAINST ISRAEL BOYCOTT: In accordance with Nevada Revised Statute 332.065, OLPIN GROUP, INC. certifies that it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

24. MISCELLANEOUS: OLPIN GROUP, INC. acknowledges that the BUYER has an obligation to ensure that public funds are not used to subsidize private discrimination. OLPIN GROUP, INC. recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, BUYER may declare OLPIN GROUP, INC. in breach of the agreement, terminate the agreement, and designate OLPIN GROUP, INC. as non-responsible. In addition, the provisions of Nevada Revised Statute 338.125(2) are hereby specifically incorporated by reference. Any attempt by OLPIN GROUP, INC. to assign or otherwise transfer any interest in this agreement without the prior written consent of BUYER shall be void. OLPIN GROUP, INC. shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this agreement. All work performed or services rendered by OLPIN GROUP, INC. shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines. Neither BUYER nor OLPIN GROUP, INC. shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this agreement without the prior written consent of the other party. OLPIN GROUP, INC. warrants that it is has a valid Clark County Business License and will maintain such licensure through the duration of this agreement. OLPIN GROUP, INC. covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. OLPIN GROUP, INC. further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

By executing this agreement, each signatory represents and warrants that such person has read, understood and is duly-authorized to execute this agreement on behalf of the respective party.

#### UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: \_\_\_\_\_  
MASON VAN HOUWELING  
Chief Executive Officer  
Address: 1800 W. Charleston Blvd., Las Vegas, NV 89102

\_\_\_\_\_  
DATE

#### OLPIN GROUP, INC.

By:   
NAME  
Title:  
Address: 3520 E Enterprise Drive, Anaheim, CA 92807

4/26/2024  
\_\_\_\_\_  
DATE

## SALES QUOTATION

Project # 23061  
Date: 10/6/2023

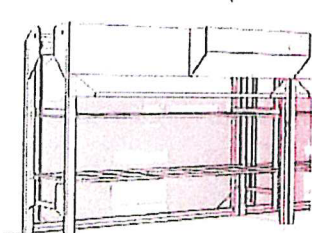
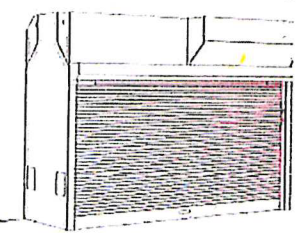


Olpin Group, Inc.

3520 E Enterprise Dr | Anaheim, CA | 92807

Travis Weaver | 714-907-3013 | Travis@OlpinGroup.com

UMC-LV		Revision: 4	
Bill To:		End User:	
Company	University Medical Center Las Vegas	Company	
Address	1800 W Charleston Blvd	Address	
Address		Address	
City	Las Vegas NV 89702	City	
Contact	Portia Ealy	Contact	
Phone	702-765-7930	Phone	
Email	portia.ealy@umcsn.com	Email	

Item #	Product Description	Qty	Price Ea	Unit	Price
1	<p>Side Load Bedlift - (3 High Bed Lift) Manufacturer: Vidir Catalog Number: OGST32796S</p> <p>Overall Dimensions: 8' 9"W x 4' 7"D x 8'H Overall Weight Capacity: 1,800 lbs Carrier Type: Platform Total Positions: 3 Weight Capacity per Carrier: 600 lbs Useable Height per Position: 24" Useable Width per Position: 96" Useable Depth per Position: 44.5" Drive System: (1) 1.5 HP Motor Bedlift Electrical: 220V 1Phase 15 Amp Retrieval Speed: 11.7 Seconds per Position</p> <p>Long Hallway (9 each)</p> <p>Short Hallway (5 each)</p> <p>Bed Shop (2 each) - No doors in Bed Shop</p>  	16		EA	
2	<p>Roll Down Security Doors Catalog Number: OGST45-G</p>	14		EA	
3	<p>Bed Side Panel Catalog Number: OGST327R-SP</p>	11		EA	
4	<p>Installation Includes Seismic Anchoring Package</p>	1		LOT	

Lead time: 9 - 10 weeks after receipt of order

Finishes: Based on manufacturer's standard selection

\* Freight is an estimate and will be added at cost

Permits and Seismic Calculations not included - Add \$3,500 for Calcs

Customer to provide forklift, scissor lift and power hookups at time of installation

Quote valid for 30 days.

Subtotal	
Estimated Freight*	
Sales Tax	OUT OF STATE
ORDER TOTAL	\$ 780,884.00
50% Deposit	\$ 390,442.00
4% processing fee for credit card payments	

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input checked="" type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> 0						
<b>Corporate/Business Entity Name:</b> Olpin Group Inc.						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b> 3520 E. Enterprise Dr.			<b>Website:</b> www.olpingroup.com			
<b>City, State and Zip Code:</b> Anaheim, CA 92807			<b>POC Name:</b> Scott Olpin			
			<b>Email:</b> Scott@olpingroup.com			
<b>Telephone No:</b> 714-970-2299			<b>Fax No:</b> N/A			
<b>Nevada Local Street Address:</b>			<b>Website:</b>			
<b>(If different from above)</b> N/A						
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name:</b>			
			<b>Email:</b>			

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)
Scott Olpin	President	63
Kevin Donnelly	CFO	28
Frank Herrera	COO	9

**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.

<u>Scott Olpin</u> Signature	<u>Scott Olpin</u> Print Name
<u>President</u> Title	<u>4/11/24</u> Date

## DISCLOSURE OF RELATIONSHIP

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

N/A

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

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

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

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

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

---

**For UMC Use Only:**

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

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

Notes/Comments:

Page 174 of 290

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Fifth Amendment to Agreement for Data Engineering Consultation with Shannon Kane-Saenz; execute future amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000854000	Funded Pgm/Grant: N/A
Description: Data Engineering Consulting Services	
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services	
Term: Amendment 5 – extend for one (1) year from 7/1/2024 to 6/30/2025	
Amount: Amendment 5 – additional NTE \$150,750; cumulative total since inception of Agreement is NTE \$787,500	
Out Clause: 15 days w/o cause	

#### BACKGROUND:

On March 30, 2020, Shannon Kane-Saenz (“Consultant”) and UMC entered into an Agreement for Data Engineering Consulting Services wherein Consultant agreed to provide needed day-to-day support of Finance Department’s Data Engineering effort e.g., Kaufman Hall/Syntellis Axiom and Epic Clarity platforms, among other things (“Agreement”). Consultant’s services are unique requiring her diverse skill set in building, implementing and maintaining Epic data models and data engineering using Microsoft tools.

First Amendment, effective November 18, 2020, added more funds in the amount of \$69,000. Second Amendment, effective June 10, 2021, extended the Term through June 30, 2022 and added more funds in the amount of \$150,000. Third Amendment, effective April 11, 2022, extended the Term through June 30, 2023 and added more funds in the amount of \$167,000. Fourth Amendment, effective July 1, 2023, extended the Term through June 30, 2024 and added more funds in the amount of \$152,750.

This Fifth Amendment requests to extend the Agreement Term for one (1) year from July 1, 2024 through June 30, 2025, and increase the funding by an additional \$150,750 for a new not-to-exceed total amount of \$787,500. The continuation of data engineering services is needed for Epic Clarity and Caboodle database related projects. All other terms of the Agreement remain unchanged. Staff also requests authorization for the

Cleared for Agenda  
May 29, 2024

Agenda Item #

**14**

Hospital CEO to execute future amendments within the not-to-exceed amount of this Agreement if deemed beneficial to UMC.

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

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

**FIFTH AMENDMENT TO  
AGREEMENT FOR DATA ENGINEERING CONSULTATION**

This Fifth Amendment ("Fifth Amendment") to the Agreement for Data Engineering Consultation, is effective July 1, 2024 ("Fifth Amendment Effective Date"), and is by and between **University Medical Center of Southern Nevada** ("Hospital") and **Shannon Kane-Saenz** ("Consultant").

RECITALS:

WHEREAS, Hospital and Consultant have previously entered into an Agreement for Data Engineering Consultation effective as of March 30, 2020, as amended (the "Agreement") in which Consultant agreed to provide needed day-to-day support of the Finance Department's Data Engineering effort; and

WHEREAS, Hospital and Consultant wish to further amend the Agreement with this Fifth Amendment.

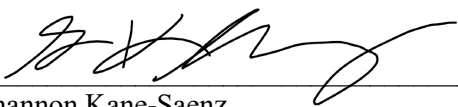
NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Hospital and Consultant hereby agree as follows:

1. Section I, Term of Agreement, is hereby amended to extend the Term from July 1, 2024 through June 30, 2025.
2. The Agreement's budget is hereby amended to add an additional not-to-exceed amount of \$150,750.00 during the one (1) year extension (with a new not-to-exceed total of \$787,500.00). All references in the Agreement to the budget allowance are amended to include this additional amount.
3. Except as expressly amended in this Fifth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the date set forth above.

Consultant:  
**SHANNON KANE-SAENZ**

Hospital:  
**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

By:   
Shannon Kane-Saenz  
Database Engineer

By: \_\_\_\_\_  
Mason Van Houweling  
Chief Executive Office

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input checked="" type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input checked="" type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b> <span style="font-size: 1.5em;">8</span>						
<b>Corporate/Business Entity Name:</b> <span style="color: blue;">Shannon Kane-Saenz</span>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		<span style="color: blue;">52046 North Hwy 245</span>		<b>Website:</b> <span style="color: blue;">https://www.kanesaenz.com/shannon/index.html</span>		
<b>City, State and Zip Code:</b>		<span style="color: blue;">Miramonte, Ca. 93641</span>		<b>POC Name:</b>		
				<b>Email:</b> <span style="color: blue;">shannon@kanesaenz.com</span>		
<b>Telephone No:</b>		<span style="color: blue;">559-302-8249</span>		<b>Fax No:</b>		
<b>Nevada Local Street Address:</b> (If different from above)				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

**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)
<span style="color: blue;">Shannon Kane-Saenz</span>	Owner/Senior Database Engineer Consultant	100%

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

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

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

  
 Signature  
 Senior Database Engineer Consultant  
 Title

Shannon Kane-Saenz

Print Name

4/18/2024

Date

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

<b>Issue:</b> Award RFP 2023-05 Courier Services to B2B Delivery, LLC	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board award RFP 2023-05 Courier Services to B2B Delivery, LLC.; authorize the Chief Executive Officer to sign the RFP 2023-05 Courier Services Agreement; execute any extension options and future amendments within the not-to-exceed amount of the Agreement; or take action as deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000705000	Funded Pgm/Grant: N/A
Description: Supply Distribution Services	
Bid/RFP/CBE: RFP 2023-05	
Term: 3 years with two, one year renewal options	
Amount: Contract value: \$867,534.12; NTE \$1,500,000.00	
Out Clause: 15 days w/o cause	
Budget Act and Fiscal Fund Out	

**BACKGROUND:**

On March 11, 2024, a notice for RFP 2023-05, Courier Services was published in the Las Vegas Review Journal and posted on the Nevada Government eMarketplace (NGEM) Portal. On April 8, 2024, responses were received from:

Crossroads Courier  
The Forrest Group  
B2B Delivery, LLC  
Vargas Courier & Logistics LLC  
Sun Son Enterprise (Sun Son Trucking LLC)

An ad hoc committee reviewed the proposals independently and anonymously, and recommends the selection of, and contract approval with B2B Delivery, LLC.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**15**

B2B Delivery LLC will provide courier services that will deliver and pick up stock and non-stock medical supplies to all existing and future UMC Primary and Quick Care location, as well as other local hospitals and businesses as deemed appropriate for UMC's business needs.

The Agreement for RFP 2023-05 Courier Services ("Agreement") term is for a period of three (3) years, with options for two, one year renewals. The contract value is estimated at \$867,534.12 which includes 3% annual increases; however, staff requests authority for funding up to \$1,500,000 for the initial term and renewal years to account for any excess charges for non-scheduled, non-standard services. Staff has negotiated the terms of the Agreement and fees associated with the services and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO to (i) sign the Service Agreement; (ii) exercise any extension options at his discretion if deemed beneficial to UMC; and (3) execute future amendments within the not-to-exceed amount of this Agreement.

UMC's The Interim Supply Chain Services Director has reviewed and recommends award to B2B Delivery and approval of this Agreement. This Agreement has been approved as to for by UMC's Office of General Counsel.

This Agreement was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for award by the Governing Board.

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

**AGREEMENT FOR  
RFP 2023-05 COURIER SERVICES**

<b>B2B DELIVERY, LLC</b>
NAME OF FIRM
Doug Greene
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3140 Polaris Ave Ste. 22 Las Vegas, NV 89102
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
702-708-6588
(AREA CODE) AND TELEPHONE NUMBER
Doug@B2Bdelivers.com
E-MAIL ADDRESS

## AGREEMENT FOR RFP 2023-05 COURIER SERVICES

This Agreement (the "Agreement") is made and entered into as of the last date of signature set forth below (the "Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and B2B DELIVERY, LLC having an address at 3140 Polaris Ave. Ste. 22 Las Vegas, NV 89102 (hereinafter referred to as "COMPANY"), for Courier Services (hereinafter referred to as "PROJECT").

### WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$867,534.12 for the term as further described herein; and

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

### **SECTION I: TERM OF AGREEMENT**

HOSPITAL agrees to retain COMPANY for the period from Effective Date for a period of three (3) years ("Initial Term"). HOSPITAL will have two, one (1) year options to renew ("Renewal Term" and together with the Initial Term, the "Term"). During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional three (3) months for its convenience but shall not exceed five (5) years.

### **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

#### **A. Terms of Payments**

1. HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Service (**Exhibit A**) for the fixed not-to-exceed fee of \$867,534.12 for the Term. It is expressly understood that the entire Scope of Service defined in **Exhibit A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fees as indicated in the Fee Schedule.
2. Payment of invoices will be made within forty-five (45) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
  - a. The title of the PROJECT as stated in **Exhibit A**, Scope of Service, itemized description of products delivered or services rendered and amount due, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
  - b. Expenses not defined in **Exhibit A**, Scope of Service will not be paid without prior written authorization by HOSPITAL.
  - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with this paragraph A.2 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with this paragraph A.2 above.
4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay COMPANY within ninety (90) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.
5. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by

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

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

**B. HOSPITAL's Fiscal Limitations**

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

**SECTION III: SCOPE OF SERVICE**

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

**SECTION IV: CHANGES TO SCOPE OF SERVICE**

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

**SECTION V: RESPONSIBILITY OF COMPANY**

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under

the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within fifteen (15) days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's relevant compliance policies as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including its corporate compliance program, HOSPITAL's Policy (Contracted Non-Employees/Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), and HOSPITAL's Vaccine Policy as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request. COMPANY must register through HOSPITAL's vendor management/credentialing system prior to arriving onsite at any of HOSPITAL's facilities. Should the Project involve a continuous presence by COMPANY's employees or agents onsite at HOSPITAL's facilities, COMPANY may be required to complete HOSPITAL's onboarding process and abide by onboarding requirements of HOSPITAL's Human Resources Department. COMPANY's employees, agents, subcontractors and/or designees who do not abide by HOSPITAL's policies may be barred from physical access to HOSPITAL's premises
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards. COMPANY further agree that for a period of one year following completion of its work, or such longer period as may be indicated in the specification, COMPANY will replace or repair any product it provides or installs because of defects in workmanship or materials, except to the extent the failure results from negligence of HOSPITAL. COMPANY expressly disclaims all other warranties, whether implied or statutory, including but not limited to, any warranty of merchantability or fitness for a particular purpose.
- G. It shall be the duty of COMPANY to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its work products:
  - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any

other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

#### **SECTION VI: SUBCONTRACTS**

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

#### **SECTION VII: RESPONSIBILITY OF HOSPITAL**

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, Jason O'Rullivan, telephone number (702) 383-6245 or his designee Rick Eubanks, telephone # 702-671-8790. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. The review comments of HOSPITAL's representative may be reported in writing as needed to COMPANY. It is understood that HOSPITAL's representative's review comments do not relieve COMPANY from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- D. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- E. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

#### **SECTION VIII: TIME SCHEDULE**

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

#### **SECTION IX: SUSPENSION AND TERMINATION**

##### **A. Suspension**

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

compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

**B. Termination**

**1. Termination for Cause**

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

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

**2. Termination for Convenience**

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than fifteen (15) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

**3. Effect of Termination**

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

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

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

**SECTION X: INSURANCE**

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

**SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses, or such other address that a party may designate in writing:

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

TO COMPANY:                      B2B Delivery LLC  
3140 Polaris Ave.  
Ste. 22  
Las Vegas, NV 89102

## **SECTION XII: MISCELLANEOUS**

### **A. ADA Requirements**

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

### **B. Amendments**

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

### **C. Assignment**

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

### **D. Audits**

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

### **E. Clark County Business License / Registration**

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

### **F. Complete Agreement**

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

### **G. Confidential Treatment of Information**

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement and COMPANY represents and warrants that it shall not resell HOSPITAL confidential information. Confidential information does not include information that, under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in

accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as **Exhibit D.**

H. Counterparts

This Agreement may be executed in one or more counterparts. Each counterpart will be an original, and all such counterparts will constitute a single instrument.

I. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

K. Exclusion

COMPANY represents and warrants that neither it, nor any of its employees or other contracted staff (collectively referred to in this paragraph as "employees") has been or is about to be excluded from participation in any Federal Health Care Program (as defined herein). COMPANY agrees to notify HOSPITAL within five (5) business days of COMPANY's receipt of notice of intent to exclude or actual notice of exclusion from any such program. The listing of COMPANY or any of its employees on the Office of Inspector General's exclusion list (OIG website), the General Services Administration's Lists of Parties Excluded from Federal Procurement and Non-procurement Programs (GSA website) for excluded individuals or entities, any state Medicaid exclusion list, or the Office of Foreign Assets Control's (OFAC's) blocked list shall constitute "exclusion" for purposes of this paragraph. In the event that COMPANY or any of its employees is excluded from any Federal Health Care Program or placed on the OFAC's blocked list, it shall be a material breach and this Agreement shall immediately terminate without penalty to HOSPITAL. For the purpose of this paragraph, the term "Federal Health Care Program" means the Medicare program, the Medicaid program, TRICARE, any health care program of the Department of Veterans Affairs, the Maternal and Child Health Services Block Grant program, any state social services block grant program, any state children's health insurance program, or any similar program.

L. Governing Law / Venue

Nevada law shall govern the interpretation of this Agreement. Venue shall be any court of competent jurisdiction in Las Vegas, Nevada.

M. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
  - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

N. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

O. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees or agents of COMPANY in the performance of this Agreement.

P. Independent Contractor

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

Q. Prohibition Against Israel Boycott:

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

R. Public Funds / Non-Discrimination

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

S. Public Records

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

T. Publicity

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

U. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE),

Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for the HOSPITAL's information only.

V. Survival of Terms.

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

W. Waiver; Severability

No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. If any provision of this Agreement is held invalid, void or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its remaining terms.

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

HOSPITAL:

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: \_\_\_\_\_  
MASON VAN HOUWELING                      DATE  
Chief Executive Officer

COMPANY:

**B2B DELIVERY, LLC.**

By:  \_\_\_\_\_  
RIA LASCIO                                      DATE  
Vice President

# **EXHIBIT A** **2023-05 COURIER SERVICES** **SCOPE OF SERVICE**

## **Background**

A courier service is a required service for this organization. The courier service will deliver and pick up stock and non-stock medical supplies to all existing and future Primary and Quick care locations, as well as other local hospitals and businesses as deemed appropriate for UMC's business needs. The courier service for transporting items will be notified in writing of such routine location changes and will make itself available to UMC per delivery needs. Additionally, the courier will support any deliveries that need to be made between the organization and it's off campus locations or between UMC and other delivery destinations as required 24/7, 365 days per year.

## **Place of Performance**

As a courier service, this contracted service will work throughout the Las Vegas valley and within the hospital including UMCSN, UMCSN Quick Care, and UMC Primary Care locations. If other UMC Satellite locations are added during the duration of the awarded contract, coverage will be extended to those facilities.

## **Place of Performance**

As a courier service, this contracted service will work throughout the Las Vegas valley and within the hospital including UMCSN, UMCSN Quick Care, and UMC Primary Care locations. If other UMC Satellite locations are added during the duration of the awarded contract, coverage will be extended to those facilities.

PICK-UP LOCATION	HOURS OF OPERATION	DELIVERY LOCATION
Nellis Quick Care  61 N. Nellis Blvd.  Las Vegas, NV 89110	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Peccole Quick Care  9320 W. Sahara  Las Vegas, NV 89117	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Summerlin Quick Care  2031 N. Buffalo  Las Vegas, NV	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Sunset Quick Care  525 Marks Street  Henderson, NV 89014	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Centennial Quick Care  5785 Centennial Center Blvd.	8:00 a.m. to 7:30 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102

Las Vegas, NV 89149	8:00 a.m. to 4:00 p.m. Sat & Sun	
Spring Valley Quick Care 4180 S. Rainbow Blvd. Suite 810 Las Vegas, NV 89103	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Blue Diamond Quick Care 4760 Blue Diamond Rd. Suite 110 Las Vegas, NV 89139	8:00 a.m. to 8:00 p.m. M-F 8:00 a.m. to 8:00 p.m. Sat & Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Rancho Quick Care 4331 N. Rancho Dr. Las Vegas, NV 89130	8:00 a.m. to 7:30 p.m. M-F 8:00 a.m. to 4:00 p.m. Sat-Sun	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Southern Highlands Primary Care 11860 Southern Highlands Parkway Suite 102 Las Vegas, NV 89141	8:00 a.m. to 4:00 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102
Enterprise QC 1700 Wheeler Peak Dr Las Vegas, NV 89106	8:00 a.m. to 5:30 p.m. M-F	UMC Campus 1800 W. Charleston Blvd. Las Vegas, NV, 89102

Airport (Blue Diamond)	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd
UMC Orthopedic & spine	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd
Aliante QC/PC	8:00 a.m. to 5:30p.m. M-F	UMC Campus 1800 W. Charleston Blvd

## Work Requirements

### **A. Definitions**

- 1.“Hospital” refers to University Medical Center of Southern Nevada and its facilities, departments, and locations.
- 2.“Company” means B2B DELIVERY, LLC
- 3.“Services” means work provided by the Company as detailed in this Scope of Work.

4. "Pricing" means rates agreed between the Hospital and Company detailed in this Scope of Work.
5. "Screening" means requirements detailed in Section E., Courier Screening.
6. "Route" and "Routine" means a predetermined sequence of scheduled pickups and deliveries at any Hospital facilities.
7. "Ready Time" means, the time a parcel is ready for pick-up, as advised by Hospital.
8. "Will-Call" means, a scheduled stop on a Route within a specific time window that is only performed when called-in ahead of time.
9. "Unscheduled work" "STAT" and "On-Demand" means unscheduled calls for service by Hospital and are typically urgent requests for service at specific time parameters such as pick-up and a delivery within (2) hours, (4) hours and (6) hours of the Ready Time 365 days per year, 24 hours per day, 7 days per week to include holidays.
10. "Uniform" means Company apparel with a visible logo that is business appropriate, such as polo shirts, dress pants or khakis and Company and/or client credentials. Company employees and/or subcontractors shall adhere to a dress code and professional appearance requirements, approved by the client.
11. "Preferred scheduled time" means the Hospital's requested time of service in a specific location. Following a Local Pick-Up (P/U), delivery return by Company to Hospital Campus must be made within ninety (90) minutes.
12. "Non-Routine Shipment" means a shipment type not transported on a regular basis. The minimum required services are described below in this Statement of Work (SOW) to be performed. The Company will provide same day pickup and delivery services for routine scheduled services and On-Demand service as follows:

1. Routine stops performed as per scheduled Routes, within +/- 15 minutes of preferred scheduled time.
2. On-Demand service as defined in 9 above.
3. All services are to be available 365 days per year, 24 hours per day, 7 days per week to include holidays.

**B. Required Staffing – COMPANY shall:**

1. Provide dedicated couriers to perform all Services on schedule.
2. Provide On-Demand couriers to perform unscheduled work and act as a pool of backup Route couriers.
3. Provide account management to address and resolve any service issue, requested and complaints.
4. Provide operational supervision and senior management involvement in the account.
5. Provide a staffed, live, call center / dispatch with toll-free telephone number 24 hour a day, 7 days a week, 365 days a year, or equivalent approved by client.

**C. Required Communication – COMPANY shall:**

1. Provide contact numbers routine communication and for requesting an emergency non-scheduled dispatch 24 hour a day, 7 days a week, 365 days a year.
2. A method of communication with couriers (smartphone and applications) must be in place at all times.
3. Provide management contact numbers.
4. Provide email to communicate service issues and automatically trigger a service ticket.

5. Provide as agreed upon, an on-line tool to request and schedule courier service 24 hour a day, 7 days a week, 365 days a year.

#### **D. Vehicles**

1. Company shall ensure that any and all vehicles used in providing Services have adequate space and design to safely and appropriately transport all parcel types.

2. Company will ensure that all privately owned vehicles are inspected and evaluated upon hire to ensure Company's quality standards and safety measures are followed. Reviewed annually and spot checks occur routinely. Vehicle changes must be approved by the Company's management and pass evaluation and inspections per Company's previously provided evaluation and inspection requirements.

3. In the event that any vehicle is disabled, Company will arrange for alternative transportation, as well as a vehicle replacement (swap out) policy that guarantees a replacement vehicle in less than two hours.

#### **E. Courier Screening**

Company will provide evidence of employment screening, and must be provided to Hospital within 1 business day of request.

The Company's courier pre-hire and annual screening must include the following:

- a) Criminal Background checks (no felony convictions or drug related misdemeanors)
- b) Exclusion Screening
- c) Drug Screening
- d) Valid Driver License without restrictions in the local State where the Courier resides. Restrictions related to a medical condition such as corrective lenses, which will not hinder the driver from the performance of their duties will be allowed
- e) Two or less moving violations with in the last 3 years will be allowed
- f) Three moving violations within last 3 years Per Purchaser will be allowed
- g) Four or more moving violations within last 3 years will not be allowed
- h) Drunk driving or related charge (one conviction only, >3 years) Per Purchaser Approval
- i) Accidents per Purchaser Approval
- j) Current suspended license will not allow
- k) All other MVR Negative Findings per Purchaser Approval

#### **F. Courier Health Requirements**

Hospital has the right to request evidence of Company's couriers meeting these requirements. If requested, evidence must be provided in 2 business days of request:

- 9 Panel Urine Drug Screen (upon hire) Standard 9 Panel Components: Amphetamines, Barbiturates, Methadone, Opiates, Benzodiazepines, Cannabinoids, Cocaine, Phencyclidine, and Propoxyphene

- Influenza: Immunization or masking required during flu season

### **G. Courier Badging and Site Orientation**

The Company will not utilize Couriers without proper screening and health requirements.

### **H. Courier Training**

To comply with industry standards and guidelines for shipping of category A, infectious substance affecting humans and category B, biological substance per 49CFR 172.700/IATA 1.5. the Company will provide Couriers on-boarding and annual training meeting HIPAA, OSHA, DOT and other State and Federal training requirements.

In addition to internal training, Company will ensure couriers are trained and abide by all regulations. Certification includes Biohazard, Specimen Integrity & Exposure Control and Policies & Procedures per OSHA 29CFR 1910.1030, spill clean-up, HIPAA and HITECH regulations.

Additionally, Company will provide the Couriers the appropriate application software, site and parcel specific training prior to being deployed in the field for independent work.

Company's personnel must wear suitable Company-issued uniforms, including identification badge with the picture and name of the courier that must be worn and visible at all times. Unauthorized individuals or animals are not allowed to ride with the couriers in their vehicle while working.

Couriers will be trained and sign acknowledgements to Company's policies and procedures which include but are not limited to, Personal Hygiene, Dress Code, Workplace Violence and Harassment etc. and will at all times present a professional appearance and demeanor.

### **I. Technology and Reports – COMPANY shall:**

1. Provide real-time tracking and monitoring of packages and delivery vehicles with unlimited Proof of Delivery required.
2. Provide barcode and scanning capabilities that are equally available to all current and future regions and business units,
3. Provide documented detailed and customized monthly/quarterly reports as requested by Hospital, data analysis, and key performance indicators against which contract adherence and performance can be measured.
4. Incident reporting will be managed via cloud-based software. All service issues are captured and addressed, and requests are all a priority. Company will take immediate action to provide Hospital with issue detail, cause, resolution and follow-up.

### **J. Compliance: Federal, State – COMPANY SHALL:**

1. Adhere to all applicable OSHA, DOT, HIPAA, HITECH and State regulations where operational for shipping clinical laboratory specimens, blood product, blood borne pathogens, pharmaceuticals and sterile and non-sterile instruments.
2. Provide account management to oversee the training, performance and accountability of staff members.
3. Provide documentation that couriers and drivers are trained and certified annually in OSHA and DOT, as it pertains to their job duties.
4. Provide documented courier/driver training and development to include HIPAA compliance aimed at

maintaining confidentiality of patient information.

5. Provide documented and updated processes, policies, procedures, Routes, contact information, emergency response and disaster/recovery planning.

6. Provide a documented method to monitor and ensure all couriers maintain a valid driver's license and insurance.

7. Provide availability for designated HOSPITAL personnel to observe courier performance and activities as it relates to the delivery of services under this contract.

8. Provide HOSPITAL with the right to physically review any and all Routes with proper notice given to the Company.

**K. Lab Transportation – COMPANY SHALL:**

1. Pick-up and delivery of lab specimens within defined pick-up and delivery times.

2. Perform daily Routed work that may comprise of multiple pick-up and exchange locations delivering to multiple testing lab sites if applicable.

3. Document transportation and temperature-controlled procedures to transport properly identified frozen, refrigerated, incubated, body temperature and room temperature specimens.

4. Provide the following Equipment:

a. Appropriate biological spill kits and instructions for use by each Courier that transports lab or other biological specimens

b. Vehicles used in providing services under this contract must have adequate space and design to safely and appropriately transport all specimens and materials covered by this contract

c. No unauthorized personnel or animals may be transported in vehicles used for providing services under this contract.

d. Courier equipment configuration will be agreed between Company and Hospital and documented on a site/region specific SOP

**L. Non-lab Transportation – COMPANY shall:**

1. Provide supplies transported from designated supply chain location (ideally near the dock).

a. Must provide electronic POD

b. Must provide correct vehicle size needed to transport supplies

2. Provide transportation of other items such as:

a. Pharmaceuticals

b. Mail and correspondence

c. Medical Records

d. Diagnostic imaging

e. Equipment

f. Supplies

g. Surgical instruments

#### **M. Shipment Transportation and Handling**

The Company will maintain a list of all routine parcel/shipment types and their appropriate packing and method of transportation. This list will be based on industry best practice, Hospital policy and/or manufacturer's guidelines and submitted for approval by Hospital. Any changes to this list will be submitted for approval by Hospital. Unless otherwise specified by Hospital, all parcels/shipments, will be packed and transported in accordance to industry best practices and/or manufacture's guidelines. Transportation will be performed by couriers who are experienced, trained and certified at transporting those specific parcel/shipment types.

Non-routine and/or High Value Shipment transportation will be evaluated individually to establish handling as above and pre-approved by Hospital. Hospital shall define approvers for non-routine transportation.

#### **N. Routed Work**

Route stop times have been established by Hospital to best accommodate the hours of operation at each location. Pricing has been established by Route and detailed in Other Requirements. The Company shall bill for the services performed on a weekly basis. All invoices shall notate the billing period and include an account number or other unique identification number associated with each business unit.

#### **O. On-Demand Work**

Non-scheduled work can be performed at any location within the service area, with or without scheduled stops. Rates detailed in Other Requirements. The Company shall bill for the services performed on a weekly basis. All invoices shall notate the billing period and include an account number or other unique identification number associated with each business unit.

#### **P. Implementation Plan**

The duration of the implementation is based on a four (4) to eight (8) week timeline per region. An implementation plan will be prepared and agreed by the Company and Hospital.

#### **Q. Emergency Situations**

Hospital shall report immediately to Company, and Company shall report immediately to the Hospital, any unexpected incident known to involve any errors, deaths or other related events or injuries during the course of Company conducting the Services, and any safety hazards known to be related to the Services if the incident may have an adverse impact on Hospital or Company. The parties agree that Company and/or its employees and Courier are prohibited from (a) publicly disclosing any information related to any such events, including making statements to the media, and (b) otherwise disclosing such information with the intent or reasonable expectation that the recipient(s) of such information will directly or indirectly disclose such information publicly.

#### **R. Severe Weather Action Plan – COMPANY shall:**

Work with Hospital to tailor a severe weather action plan for continuity as required during predictable severe weather events. The plan for maintaining continuity of services may include actions such as:

- Temporary route changes
- Alternate delivery sites
- Resumption of normal service
- Availability of four-wheeled drive vehicles

•Communication Outage Contingency Plan

**S. Contingency Plan – COMPANY shall:**

Work with Hospital to tailor a disaster recovery and continuity plan to meet needs and prepare it in such a way that if/when needed will be effective for use. The recovery from a disaster and maintaining continuity of services during a natural or man-made disaster. Plan objectives will be as follows:

Provide service guidelines for short term (24 hours), medium term (24 – 72 hours) and long term (greater than 72 hours) operation in emergency situations

**T. Disaster Response**

In the event of a disaster (e.g., act of God, earthquake, fire, flood, natural disaster, inclement weather, epidemic, pandemic, act of terrorism, explosion, sabotage, civil unrest, etc.) impacting the Services of the Company, Company agrees that it will use all commercially reasonable and good faith efforts to provide such Services within twenty-four (24) hours' notice from Hospital, or as soon thereafter as possible, and to provide such Services as quickly as possible.

**V. FEE SCHEDULE**

1. Standard Response Time  
The Company must respond to telephone calls and make deliveries within four (4) hours of the initiation of such notification.
2. Immediate Response Time  
The Company must respond to immediate telephone calls within forty-five (45) minutes to one (1) hour of the initiation of such calls, and deliver the material or medical specimens directly to the destination point without making any other stops.
3. Premium Standard Response Time  
The Company must respond to telephone calls and make deliveries within four (4) of the initiation of such notification on Weekends, After-Hours, and Holidays.
4. Premium Immediate Response Time  
The Company must respond to immediate telephone calls within forty-five (45) minutes to one (1) hour of the initiation of such calls, and deliver the material or medical specimens directly to the destination point without making any other stops on Weekends, After-Hours, or Holidays.

LOT #1:

1.A ONE (1) PICK-UP PER DAY

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVERY	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Out Patient Therapy	Mon - Fri	\$25.50	(x) 22	\$561.00	(X) 12	\$6,732.00
Enterprise Medical Center Standard	Mon - Fri	\$25.50	(x) 22	\$561.00	(x) 12	\$6,732.00
Enterprise Medical Standard	Sat. & Sun.	\$38.25	(x) 4	\$153.00	(x) 12	\$1836.00

Standard: Monthly Total	\$1,275.00
Standard: Annual Total	\$15,300.00

1.B ONE (1) PICK-UP PER DAY; 5 DAYS PER WEEK (\* indicates Three (3) pickups per day)

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVERY	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Nellis Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Peccole Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Centennial Hills Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 12	\$6,120.00
Summerlin Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Sunset Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Southern Highlands Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Blue Diamond Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Enterprise Quick Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Spring Valley Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00
Enterprise Lab*	Mon - Fri	\$25.50	(X) 60	\$1530.00	(X) 720	\$18,360.00
Rancho Quick/Primary Care Standard	Mon - Fri	\$25.50	(X) 20	\$510.00	(X) 240	\$6,120.00

Standard: Monthly Total	\$5,100.00
Standard: Annual Total	\$61,200.00

1.C NON-SCHEDULED PICK-UPS OR DELIVERIES

TYPE OF PICK-UP	DAYS	COST PER DELIVER	# OF	MONTHLY ESTIMATED	# OF DELIVERIES	ESTIMATED
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	SERVICED	Y	DELIVERIES P/MONTH	COST	P/YEAR	ANNUAL COST
Lied Ambulatory Standard	Mon - Fri	\$25.50	(X) 2	\$51.00	(X) 24	\$612.00
Wellness Center Standard	Mon - Fri	\$25.50	(X) 2	\$51.00	(X) 24	\$612.00
Total Life Care Standard	Mon - Fri	\$25.50	(X) 11	\$280.50	(X) 132	\$3,366.00
UMC/Pharmacy Standard	Mon - Fri	\$25.50	(X) 5	\$127.50	(X) 60	\$1,530.00
UMC/Pharmacy Standard	Sat & Sun	\$38.25	(X) 22	\$841.50	(X) 264	\$10,098.00
Surgery Department Standard	Mon - Fri	\$25.50	(X) 8	\$204.00	(X) 96	\$2,448.00
Surgery Department Standard	Sat & Sun	\$38.25	(X) 8	\$306.00	(X) 96	\$3,672.00

Standard: Monthly Total	\$1,861.50
Standard: Annual Total	\$22,338.00

#### 1.D ON\_CALL, NON-SCHEDULED PICK-UPS OR DELIVERIES

TYPE OF PICK-UP	DAYS SERVICED	COST PER DELIVER Y	# OF DELIVERIES P/MONTH	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
On-Call	Mon - Fri	\$25.50	(X) 22	\$561.00	(X) 12	\$306.00

Standard: Monthly Total	\$,1.530.00
Standard: Annual Total	\$18,360.00

#### 1.E NON-STANDARD SERVICES

TYPE OF PICK-UP	PRICE PER DELIVERY	MONTHLY # OF STOPS	MONTHLY ESTIMATED COST	# OF DELIVERIES P/YEAR	ESTIMATED ANNUAL COST
Immediate Response	\$25.50	(X) 60*	\$1530.00	(X) 12	\$18,360.00
Premium Standard	\$25.50	(X) 50*	\$1275.00	(X) 12	\$15,300.00

Response					
Premium Immediate Response	\$25.50	(X) 40*	\$1020.00	(X) 12	\$12,240.00

\*(Estimated for Bid purposes only)

Standard: Monthly Total	\$3,825.00
Standard: Annual Total	\$45,900.00

TOTALS
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CURRENT LOTS	ESTIMATED ANNUAL TOTAL BY LOT
ESTIMATED ANNUAL TOTAL: LOT # 1-1.A	\$ 15,300.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.B	\$ 18,360.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.C	\$ 22,338.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.D	\$ 306.00
ESTIMATED ANNUAL TOTAL: LOT # 2-2.A	\$ 61,200.00
<b>TOTAL ANNUAL COST (1.A+1.C+1.C+1.D+2.A)</b>	\$ 117,504.00
ESTIMATED ANNUAL TOTAL: LOT # 1-1.E	\$ 45,900.00
<b>YR 1 - TOTAL ANNUAL COST (ALL LOTS)</b>	\$ 163,404.00
<b>YR 2 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)</b>	+ \$4,902.12 = \$168,306.12
<b>YR 3 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)</b>	+ \$5,049.18 = \$173,355.30
<b>OPTIONAL RENEWAL YR 4 - ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)</b>	+ \$5,201.00 = \$178,556.00
<b>OPTIONAL RENEWAL YR 5 – ESTIMATED ANNUAL TOTAL WITH 3% INCREASE (ALL LOTS)</b>	+ \$5,356.77 = \$183,912.70
<b>TOTAL ESTIMATED CONTRACT VALUE (IF RENEWALS EXERCISED)</b>	\$867,534.12

**EXHIBIT B**  
**2023-05 COURIER SERVICES**  
**INSURANCE REQUIREMENTS**

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

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

1. Insurance Broker's name, complete address, phone and fax numbers.
2. COMPANY's name, complete address, phone and fax numbers.
3. Insurance Company's Best Key Rating
4. Commercial General Liability (Per Occurrence)
  - (A) Policy Number
  - (B) Policy Effective Date
  - (C) Policy Expiration Date
  - (D) Each Occurrence (\$1,000,000)
  - (E) Damage to Rented Premises (\$50,000)
  - (F) Medical Expenses (\$5,000)
  - (G) Personal & Advertising Injury (\$1,000,000)
  - (H) General Aggregate (\$2,000,000)
  - (I) Products - Completed Operations Aggregate (\$2,000,000)
5. Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation: The COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D
7. Professional Liability
  - (N) Policy Number
  - (O) Policy Effective Date
  - (P) Policy Expiration Date
  - (Q) Aggregate (\$1,000,000)
8. Description: 2023-05 Courier Services (must be identified on the initial insurance form and each renewal form).
9. Certificate Holder:

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2024

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

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

<b>PRODUCER</b> Risk Strategies Company P.O. Box 818078 Cleveland OH 44181	<b>CONTACT</b> NAME: Sarah Huff PHONE (A/C, No, Ext): 212-338-4338 E-MAIL ADDRESS: shuff@risk-strategies.com	<b>FAX</b> (A/C, No): 440-260-0218
<b>INSURED</b> B2B Delivery, LLC 2125 E 5th Street #105 Tempe AZ 85281	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Concert Specialty Insurance Company INSURER B: Berkley National Insurance Company INSURER C: UPLAND SPECIALTY INS CO INSURER D: Berkley Specialty Insurance Company INSURER E: INSURER F:	<b>NAIC #</b> 17151 38911 16988 31295

**COVERAGES**

CERTIFICATE NUMBER: 818395407

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CSP8000000005300	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		QTA4AK000015213 CSA80000000014200	7/9/2023 7/9/2023	7/9/2024 7/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USXTL0395923	7/9/2023	7/9/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D A D	Crime Cargo Physical Damage			QTP000013013 CSP80000000005300 QTP000013013	7/9/2023 7/9/2023 7/9/2023	7/9/2024 7/9/2024 7/9/2024	Limit \$100,000 Limit \$50,000 Comp/Coll Deductible \$2,500/\$2,500

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

\*\*\* The auto policies listed on this certificate do not provide coverage for unscheduled short-term rental vehicles\*\*\*

Re: Project

The general liability coverage includes University Medical Center of Southern Nevada as Additional Insured, solely as respects the Named Insured's operations and negligence.

Subject to policy terms, conditions and exclusions.

**CERTIFICATE HOLDER****CANCELLATION**University Medical Center of Southern Nevada  
c/o Contracts Management  
1800 W Charleston Blvd.  
Las Vegas NV 89102

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

**UNITED STATES FIRE INSURANCE COMPANY**

(Called "We, "Our", or "Us")

Administrative Offices: 5 Christopher Way • Eatontown, NJ 07724

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**OCCUPATIONAL ACCIDENT CERTIFICATE**

This Certificate of Insurance is issued under the terms of the Master Group Policy issued to the Policyholder. We insure an Eligible Covered Person provided the Enrollment Form is received and the required premium is paid when due. We will pay the benefits described in this Certificate to a Covered Person for certain losses resulting directly and independently of all other causes from an Injury sustained in an Occupational Accident that occurs while this Certificate is in force and coverage under the Master Group Policy is in effect. Coverage is subject to all the provisions, conditions, exclusions and limitations described in this Certificate. Coverage takes effect at 12:01 A.M. on the Effective Date shown on the Schedule of Benefits.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adey  
Chairman and CEO

Signature



Michael P. McTigue  
Secretary

**IMPORTANT NOTICE**

**THIS IS A CERTIFICATE FOR OCCUPATIONAL ACCIDENT BENEFITS ONLY. BENEFITS ARE NOT PAID FOR SICKNESS OR ANY OTHER TYPE OF INJURY. THIS IS NOT WORKERS' COMPENSATION INSURANCE AND DOES NOT RELIEVE AN EMPLOYER OF WORKERS' COMPENSATION COVERAGE OBLIGATIONS.**

**Renewal:** Subject to Our consent, Your coverage may be renewed on each Anniversary Date. We have the right to refuse to renew coverage on any Anniversary Date. If we refuse to renew coverage under this Certificate, We will provide at least 31 days advanced written or authorized electronic or telephonic notice of Our intent to not renew.

**Cancellation:** Either You or We may end this Certificate at any time by providing the other party with written, or authorized electronic, notice. If We end this Certificate, it will be effective on the latter of: 1) the date stated in the notice; or 2) 10 days after We deliver the notice. If You end this Certificate, it will be effective on the latter of: 1) the date We receive the notice; or 2) the date stated in the notice.

**PLEASE READ THIS CERTIFICATE CAREFULLY.**

## TABLE OF CONTENTS

SCHEDULE OF BENEFITS .....	3
DEFINITIONS .....	4
ELIGIBILITY AND EFFECTIVE DATE OF INSURANCE.....	9
TERMINATION DATE OF INSURANCE .....	10
DESCRIPTION OF BENEFITS .....	10
GENERAL EXCLUSIONS.....	18
PREMIUM PROVISIONS.....	19
GENERAL PROVISIONS.....	20
CLAIM PROVISIONS.....	20

## SCHEDULE OF BENEFITS

**Policyholder:** CMS Business, LLC

**Policy Number:** US2068049

**Insured Class:** All Independent Contractors performing Covered Activities who elected insurance provided through the third party technology platform of CMS Business, LLC's subsidiary Contractor Management Services, LLC dba Openforce.

**Insured Person:** All Independent Contractors who elected insurance provided through the third party technology platform of CMS Business, LLC's subsidiary Contractor Management Services, LLC dba Openforce.

**Coverage Elected for Insured Person's Sub-Contractors:** ☒ YES ☐ NO ☐ N/A

**Coverage Elected for Members of Insured Class's Sub-Contractors:** ☒ YES ☐ NO ☐ N/A

**Benefits Payable:** Accident Medical/Dental Expenses Only

**Certificate Effective Date:** 9/1/2023

**Anniversary Date:** 9/1/2024

**Premium Due Date:** The 15th of each month

**Age Limit:** You will not be covered after You reach age 80

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

**Time Limit For Loss:** 365 days from date of the Occupational Accident

**Principal Sum:** \$200,000

**INSTALLMENT PAYMENT OPTION ELECTED FOR DEATH BENEFITS:** ☐ YES ☒ NO

### DISABILITY INCOME BENEFIT

#### Weekly Benefit

Temporary Total Disability – 70% of Average Weekly Earnings, subject to the following:

Maximum Amount per Week: \$500 minus Other Income Benefits.

#### Monthly Benefit

Continuous Total Disability - 4.3 times Average Weekly Earnings multiplied by 0.70 subject to the following:

Maximum Amount per Month: \$2,150 minus Other Income Benefits.

#### Elimination Period

Temporary Total Disability: 7 days of continuous Total Disability

Continuous Total Disability: 728 days of continuous Total Disability

### Maximum Payment Period

Temporary Total Disability- 104 weeks  
Continuous Total Disability- to Age 70

### ACCIDENT MEDICAL/DENTAL EXPENSE BENEFITS

#### Maximum Benefit

\$500,000 per Occupational Accident

#### Time Limit for Loss

Treatment must begin within 365 days from the date of an Injury.

#### Maximum Payment Period

104 weeks from the date of the Injury.

#### Deductible

\$0 per Occupational Accident

#### Coinsurance Rate

100% of Reasonable Charges

#### OPTIONAL RIDER(S)

For benefit details, see Rider(s) Attached

#### Non-Occupational Coverage: Included

(For benefit details, see Rider attached.)

#### Cumulative Trauma Coverage: Included

(For benefit details, see Rider attached.)

#### Occupational Disease Coverage: Included

(For benefit details, see Rider attached.)

#### Hernia Benefit: Included

(For benefit details, see Rider attached.)

#### Hemorrhoid Benefit: Included

(For benefit details, see Rider attached.)

#### COMBINED SINGLE BENEFIT LIMIT

Not more than \$500,000 will be paid under **all benefits** for any one person due to any one Occupational Accident.

### DEFINITIONS

#### Certificate

This document, which is a legal contract between You and Us to provide coverage for Occupational Accidents.

#### Company

United States Fire Insurance Company, also referred to as We, Us and Our.

#### Covered Activity

Duties or activities related to the Sub-Contractor of a Member of the Insured Class or Member of the Insured Class's business, which are detailed in the Designated Contract. Specifically, Covered Activities are the following:

In route to pick up a load  
Picking up a load

In route to deliver a load  
Unloading a load  
In route to pick up another load  
The waiting time for a load if you are not at home  
Returning to a terminal or home after delivering a load, whichever occurs first

### **Covered Person (or Insured or Insured Person)**

While this Certificate is in effect, a person who is an Eligible Covered Person under this Certificate for whom an Enrollment Form is received.

An Eligible Covered Person, as described in this Certificate, for whom premium is paid, but only while he or she is performing a Covered Activity.

### **Cumulative Trauma**

An Injury diagnosed by a Physician as occurring without sudden cause or result. Cumulative Trauma includes Injury caused by continual stress and strain. Such Injury may be causally related to Your job. Such Injury may be due to repetitive traumatic acts.

### **Day(s) of Confinement**

A day of Hospital confinement as an Inpatient.

### **Designated Contract**

An agreement between the Covered Person and the Policyholder, in which the Covered Person agrees to perform certain specified activities for compensation.

### **Health Care Plan**

Any plan providing medical expense benefits by:

1. Any type of service plan contract,  
Any group or blanket insurance, independent contractor benefit plan, or  
Any plan arranged through an employer, trustee, union or independent contractor benefit association, or  
Any individual plan whether this plan is Your plan or You are covered under Your spouse's plan;
2. Medicare; or
3. Any plan or program created or administered by the federal or state government or their agencies, with the exception of Medicaid.

### **Health Care Provider**

A person who provides health care services, who practices within the scope of his or her license and is licensed in the United States, its possessions or the countries of Canada and Mexico.

### **Hospital**

An acute care, general hospital, which:

1. is primarily engaged in providing, by or under the continuous supervision of physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
2. has organized departments of medicine and major surgery;
3. has a requirement that every patient must be under the care of a physician or dentist;

4. provides 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.);
5. if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k));
6. is duly licensed by the agency responsible for licensing such Hospitals; and
7. is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts or alcoholics, or a place for convalescent, custodial, educational, or rehabilitatory care.

### **Immediate Family**

Means Your: wife or husband; domestic partner, in-laws; brother or sister; step-brother or step-sister; parent or step-parent; or child. It also means any person living with You.

### **Independent Contractor**

While coverage is in effect, any Covered Person who performs work for the Policyholder or Insured Person and is not an employee.

### **Injury**

Means bodily harm which results directly and independently of disease or bodily infirmity from an Occupational Accident or a Non-Occupational Accident if the Non-Occupational Coverage Rider is attached to this Certificate. All Injuries to the same Covered Person sustained in one Occupational Accident, or Non-Occupational Accident when applicable, including all related conditions and recurring symptoms of the Injuries will be considered one Injury.

### **Inpatient**

A Covered Person:

1. who is confined in a Hospital as a registered bed patient; and
2. for whom at least one day's Room and Board is charged by the Hospital.

### **Insured Person (Or Insured or Covered Person)**

While coverage is in effect, any Independent Contractor performing Covered Activities for the Policyholder. The Insured Person shown in the Schedule of Benefits.

### **Master Group Policy (or Policy or Master Group Policy)**

A legal contract between the Policyholder and Us, describing the terms and conditions of this coverage subject to its provisions, limitations, and exclusions.

### **Mental, Nervous or Psychological Condition or Disorder**

A mental or nervous health condition or disease (regardless of its cause) including, but not limited to: anxiety, depression, and neurosis, panic attack, phobia (such as fear of flying, fear of terrorism, fear of disease, etc.), psychosis; or any related physical manifestation. Mental, Nervous or Psychological Condition or Disorder does not include drug addiction, marijuana addiction, or alcohol addiction.

## **Minimum Weekly Benefit**

The minimum weekly Disability Income Benefit amount payable while the Covered Person is Totally Disabled.

## **Non-Occupational Accident**

A sudden, unforeseen external event or series of events, which occur while coverage is in effect, that are not work related and result in bodily Injury within 72 hours of the date of the event.

## **Occupational Accident**

A sudden, unforeseen external event or series of events, which occur while coverage is in effect, that are work related and that result in bodily Injury within 120 hours of the date of the event.

This event must meet all of the following:

1. It must happen while You are engaging in a Covered Activity as defined in this Certificate.
2. It must happen while You are covered under this Certificate.
3. The bodily Injury must result directly from the Occupational Accident and not be the result of any other cause.

"Occupational Accident" **does not** include any of the following:

1. Aggression in a fight.
2. Hernia of any type, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
3. Hemorrhoids, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
4. Suicide or attempted suicide.
5. Cumulative Trauma, unless specifically covered as shown in the Schedule of Benefits of this Certificate.
6. Occupational Disease, unless specifically covered as shown in the Schedule of Benefits of this Certificate.

## **Occupational Disease**

A disease that:

1. Is not traceable to a specific Occupational Accident; and
2. Is caused by exposure to a disease producing agent present in Your occupational environment.

## **Other Occupational Accident Policy**

Any other insurance policy (group or individual) that provides benefits payable to You or Your beneficiaries for any medical, disability, dismemberment or death relating to an Occupational Accident.

## **Period of Confinement**

A period of consecutive Days of Confinement as an Inpatient for all Injuries caused by the same Occupational Accident. Successive confinements as an Inpatient for all Injuries caused by the same Occupational Accident are considered to be part of the same Period of Confinement unless the discharge date for the prior confinement is separated from the admission date for the next confinement by at least 180 days.

## **Physician**

A person who:

1. is a legally qualified-practitioner of the healing arts and is licensed in the United States, its possessions or the countries of Canada and Mexico;
2. practices within the scope of his or her license;

3. is not the Covered Person;
4. is not related to the Covered Person as Immediate Family.

### **Policyholder**

The entity, shown in the Schedule of Benefits, to which the Master Group Policy has been issued.

### **Reasonable Charges**

An amount measured and determined by Us by comparing the actual charge for the service or supply with the prevailing charges made for it. We determine the prevailing charge. It takes into account all pertinent factors including:

1. The complexity of the service.
2. The range of services provided.
3. The prevailing charge levels in the geographic area where the provider is located and other geographic areas having similar medical cost experience.
4. OWCP Workers Compensation Approved Fee Schedule.

### **Room and Board**

Room, board, general duty nursing, intensive nursing care by whatever name called, and any other services regularly furnished by a Hospital as a condition of occupancy of the class of accommodations occupied, but not including professional services of Physicians nor special nursing services rendered outside of an intensive care unit by whatever name called.

### **Schedule of Benefits**

A section of this Certificate summarizing the coverage and benefits provided.

### **Sub-Contractor of an Insured Person**

While coverage is in effect, any Independent Contractor performing Covered Activities for the Insured Person for whom coverage under this Certificate has been purchased by the Insured Person.

### **Sub-Contractor of a Member of the Insured Class**

While coverage is in effect, any Independent Contractor performing Covered Activities for the Member of the Insured Class for whom coverage under this Certificate has been purchased by the Member of the Insured Class.

### **Total Disability**

Your inability to perform all of the substantial and material duties of Your regular employment or occupation.

If Your Total Disability continues for more than 104 weeks, You must meet both of the following requirements as well:

1. You cannot be engaged in any work for pay or profit.
2. You must be unable to perform all the substantial and material duties of **any** occupation or employment that You are qualified for by reason of education, training or experience.

### **We, Our, Us**

United States Fire Insurance Company, underwriting this insurance, or its authorized agent.

## **You, Your, Yours**

The Covered Person, who meets the eligibility requirements of this Certificate and whose insurance under the Master Group Policy is in force.

## **ELIGIBILITY AND EFFECTIVE DATE OF INSURANCE**

### **Eligible Covered Person:**

Independent Contractor  
Sub-Contractor for an Insured Person  
Sub-Contractor for a Member of the Insured Class

### **Who Is Eligible For Coverage**

Each person who is an Eligible Covered Person.

Coverage is provided to a person who is an Eligible Covered Person under this Certificate **only** under the following circumstances:

1. The Eligible Covered Person, or someone on behalf of an Eligible Covered Person, has submitted an Enrollment Form, which has been accepted by Us;
2. The Master Group Policy is in effect;
3. The Eligible Person is a party to a Designated Contract with the Policyholder;
4. The Eligible Covered Person is performing a Covered Activity described; and
5. The Eligible Covered Person is not on a Personal Deviation. "Personal Deviation" means an activity that is not reasonably related to the Policyholder's business activities.

We maintain the right to investigate eligibility status and dispatch records to verify that eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

### **When Coverage Starts**

Coverage under this Certificate starts only after an Enrollment Form is filed with and approved by Us or our authorized agent and the required premium for coverage is paid by You, or on behalf of You, to Us or our authorized agent.

Coverage goes into effect on the latest of:

1. This Certificate Effective Date shown in the Schedule of Benefits;
2. The date You are included as an Eligible Covered Person;
3. The date We, or our authorized agent, receive the completed Enrollment Form; or
4. The date the required premium is received by Us or our authorized agent.

If You are not working because You are disabled on the date coverage would start, coverage will not start until You are no longer disabled and return to work.

## **TERMINATION DATE OF INSURANCE**

### **When Coverage Stops**

Coverage will stop on the earliest of:

1. The date You are no longer an Eligible Covered Person;
2. The end of the period for which You, or someone on Your behalf, paid premiums;
3. The date the coverage under this Certificate ends;
4. The date the Policyholder's coverage ends;

5. The date the Master Group Policy ends;
6. The date You attain the Age Limit shown in the Schedule of Benefits.

When Your coverage ends it will not affect a claim for a covered loss due to an Occupational Accident that happened while the coverage was in effect.

## **SUSPENSION OF COVERAGE DURING MILITARY SERVICE**

If You enter into full-time duty in the United States military or naval services, or the armed forces reserve, including the National Guard, You may request coverage be suspended as of the first date of active duty status and through the period of such duty. The request must be in writing. The suspension will be allowed for up to five years of continuous active duty. When We receive notification of Your active duty status, any required adjustment of premium will be made, including refund of any unearned premium for the suspension period.

During the time of Certificate suspension: it will not be in force and no premium needs to be paid by You. Upon active duty termination status, You may request coverage resumption without proof of insurability. This request must:

- be in writing;
- be submitted within 60 days of Your termination from active duty status; and
- include the required premium.

Coverage will be retroactive to the date of the active duty termination. This Certificate will not cover any loss which results from or which first manifests itself during the time of active duty, and which the Secretary of Veteran's Affairs has determined is a condition incurred in the line of duty. All other rights under this Certificate remain the same as before.

Any Elimination Period not completed prior to coverage suspension must be completed following resumption of coverage. However, in no event will the sum of time served for the Elimination Period prior to and following coverage suspension exceed the length of the original Elimination Period.

## **DESCRIPTION OF BENEFITS**

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT**

If You have an Occupational Accident while covered under this Certificate, We will pay the Percent of the Principal Sum shown below for the Covered Loss named below. To be covered the loss must meet all of the following requirements:

1. The loss must be the direct result of an Injury sustained in an Occupational Accident.
2. The Occupational Accident must occur while You are covered under this Certificate.
3. The loss must occur within the Time Limit shown in the Schedule of Benefits.

The Principal Sum is shown in the Schedule of Benefits.

Benefits for loss of life are paid to Your beneficiary. Benefits for other losses are paid to You.

### **Standard Benefits Chart**

<b>Covered Loss</b>	<b>Percent of Principal Sum</b>
Life .....	100%
Both Hands, Both Feet, or Sight in Both Eyes.....	100%
Any combination of Foot, Hand or Sight in One Eye .....	100%
Speech and Hearing in Both Ears.....	100%
Use of Both Arms and Both Legs.....	100%
Use of One Arm and One Leg on One Side of the Body .....	75%

Use of Both Arms or Both Legs .....	75%
One Hand, One Foot or Sight in One Eye.....	50%
Speech.....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand.....	25%

### **Standard Benefits Chart Non-Duplication Limitation**

Only one benefit, the highest, will be paid if you suffer more than one Covered Loss described on the Standard Benefits Chart for an Occupational Accident.

**Loss of hand or foot** means the complete Severance through or above the wrist or ankle joint.

**Loss of Hearing** means total and permanent loss of hearing in both ears which cannot be corrected by any means.

**Loss of Sight** means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total, permanent and irrecoverable loss of audible communication.

**Loss of Thumb and Index Finger** means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).

**Loss of Use** means complete paralysis of the entire limb that cannot be recovered. A Physician must determine the Loss of Use to be complete and not reversible at the time the claim is submitted.

**Severance** means the complete separation and dismemberment of the part from the body.

No payment will be made for any loss caused or contributed to by the following:

1. Disease, bodily or mental infirmity, functional nervous or emotional disorders, with or without a demonstrable organic cause, or any medical or surgical treatment, or diagnostic procedures for any of these, or for any condition or treatment that is not the direct result of an Injury sustained in a covered Occupational Accident.
2. Ptomaine or bacterial infection, other than pyogenic or bacterial infection occurring as a consequence of an accidental cut or wound sustained in an Occupational Accident.

Other exclusions that apply to this benefit are in **General Exclusions**.

### **DISABILITY INCOME BENEFIT**

If You become Totally Disabled due to an Injury sustained in an Occupational Accident that happens while covered under this Certificate, You will be paid the benefits described below.

You must satisfy the Elimination Period and be under the Appropriate Care of a Physician. You must provide Us with satisfactory proof of Your Total Disability, at Your expense, before benefits will be paid. We will require continued proof of Your Total Disability to be provided from time to time at Your expense for benefits to continue.

#### **Temporary Total Disability Benefit**

Payments will start as shown in the Schedule of Benefits. Payments will stop on the earliest of the following:

1. The date Your Total Disability stops.

2. The date You return to work unless Your return to work qualifies You for Partial Disability Benefits as described in this Certificate.
3. When the Maximum Payment Period for Temporary Total Disability shown in the Schedule of Benefits is reached.
4. The date You reach the Age Limit shown in the Schedule of Benefits.

### **Partial Disability**

If You return to Your regular occupation on a part-time basis, or any other occupation on a full-time or part-time basis, Your Temporary Total Disability Benefits will be reduced. For any week, Your Temporary Total Disability Benefit is reduced by any current earnings and any additional Other Income Benefits.

### **Continuous Total Disability Benefit**

Provided Your disability satisfies the definition of Total Disability, payments will start on the later of

1. The first day of the week after the Maximum Payment Period under Temporary Total Disability is reached.
2. The date You are granted a Social Security Disability Award for Your Total Disability solely due to the Occupational Accident for which a claim has been filed and for no other unrelated medical reasons.

Payments will stop on the earliest of the following:

1. The date Your Total Disability stops.
2. The date You return to work.
3. When the Maximum Payment Period for Continuous Total Disability shown in the Schedule of Benefits is reached.
4. The date You reach the Age Limit shown in the Schedule of Benefits.
5. The date Your Social Security Disability Award stops.

### **MAXIMUM PAYMENT PERIODS**

The Maximum Payment Periods shown in the Schedule of Benefits are for each period of disability.

### **SUCCESSIVE PERIODS OF DISABILITY**

Once You are Totally Disabled under this Certificate, separate periods of Total Disability resulting from the same or related causes are a continuous period of Total Disability unless You return to work for at least 6 months between periods of Total Disability. Only one Elimination Period and Maximum Payment Period apply to any one period of continuous Total Disability.

A period of Total Disability is not continuous if separate periods of Total Disability result from unrelated causes, or Your later Total Disability occurs after Your coverage under this Certificate ends. This provision will not apply if You are eligible for coverage under a plan that replaces this Certificate.

No payment will be made for any Total Disability for which benefits are payable under any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlements paid in place of such benefits, whether or not liability is admitted.

**Appropriate Care** - The determination of an accurate and medically supported diagnosis of Your Total Disability, and ongoing medical treatment and care of Your disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

**Average Weekly Earnings-** 100% of the average payments made to You by the Insured Person or Policyholder for performing Covered Activities. Average Weekly Earnings will not include any performance bonus, expense reimbursement or other extra or additional payments of any kind. Average Weekly Earnings will be determined as the average of such payments over the shorter of:

1. The 104 weeks immediately prior to the date Total Disability began; or
2. The period that the Covered Person performed Covered Activities on behalf of Insured Person or Policyholder to perform Covered Activities.

**Elimination Period** - The period of time You must be continuously Totally Disabled before disability income benefits are payable. Your Elimination Period is shown in the Schedule of Benefits.

#### **Other Income Benefits -**

Other Income Benefits include any amounts that You or Your dependents receive under:

1. Any Workers' Compensation, occupational disease, unemployment compensation law or similar state or federal law, including all permanent as well as temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted. If paid as a lump sum, We will prorate these benefits over the period for which the sum is given. If no time is stated, the lump sum will be prorated over a five year period. If no specific allocation of a lump sum is made, then the total sum will be an Other Income Benefit.
2. Any Social Security Disability Income benefits or Social Security retirement benefits You receive or any third party receives (or is assumed to receive) on Your behalf or for Your dependents; or, if applicable, that Your dependents receive (or are assumed to receive) because of Your entitlement to such benefits.
3. Any proceeds payable under any insurance or similar plan. If there is other insurance that applies to the same claim for disability, and contains the same or similar provision for reduction because of other insurance, We will pay our pro rata share of the total claim.

"Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.

4. The amounts received from any Social Security Disability Income Benefits, Social Security Retirement Benefits unless Social Security Retirement Benefits began prior to the date of the covered loss, Personal Auto policy or No-fault policy, Commercial Auto policy, Homeowners policy, General Liability policy, Other Occupational Accident policy regardless of the date of the Other Occupational Accident policy, the amount received for lost wages or lost income in a lawsuit or in the settlement of a lawsuit, any individual or group disability benefits, any income from employment or services, or from leasing the Covered Person's power unit (You must provide federal income tax schedules and returns to us for the purpose of calculating the offset) or any other third party payable to You on account of such disability. This amount will not be reduced by any Social Security Benefits to which Your dependents qualify because of Your disability. Cost-of-living increases in Social Security payments effective after Your correct Social Security benefit has been determined will not be used to reduce Your Disability Income Benefit.

#### **ACCIDENT MEDICAL/DENTAL EXPENSE BENEFIT**

The Accident Medical/Dental Expense Benefit provides payment for the Covered Expenses shown below. These expenses must be charged to You while covered. These expenses must be for services or supplies ordered by a Physician as Medically Necessary for Injuries that result directly, and from no other causes, from an Occupational Accident. These benefits are subject to the Deductible, Coinsurance Rate, Maximum Payment Periods, and Maximum Benefits shown in the Schedule of Benefits (if any).

## **Maximum Benefit**

The Maximum Benefit for any one Occupational Accident is shown in the Schedule of Benefits (if any).

## **Covered Expenses**

Covered Expenses are the actual cost to You of the Reasonable Charges for the services and supplies listed below. The service or supply must be:

1. Ordered by a Physician for the diagnosis or treatment of an Occupational Accident.
2. Medically Necessary.

A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We, at our discretion, may consider the cost of that alternative to be Covered Expenses. In this case, Covered Expenses are limited to the Reasonable Charges for that diagnostic or treatment alternative.

We pay Covered Expenses:

1. After the Covered Person satisfies any deductible; and
2. We pay benefits only when they are in excess of amounts paid or payable by any other Health Care Plan, Personal Auto policy, Commercial Auto policy, Homeowners policy, General Liability policy, or insurance policy of Yours or any third party for which Your Accidental Medical Expenses could be paid, except for the first \$100 in claims.

Covered Expenses include:

## **Ambulance Services**

Transportation for a Medical Emergency

1. By professional ambulance, other than air ambulance, to and from a Hospital.
2. By regularly scheduled airline, railroad or air ambulance to the nearest Hospital qualified to give the required treatment.

Ambulance Services must be Medically Necessary.

These services must be given within the United States or Canada.

## **Ambulatory Surgical Center Charges**

Medically Necessary charges for a center's services given on the day of a surgical procedure. The services have to be given in connection with the procedure.

## **Anesthetics**

Anesthetics and charges for giving them.

## **Dental Services**

Coverage for dental services is limited to the following as the result of an Occupational Accident that happens while covered:

1. Appliances and splints placed on or attached to natural teeth.
2. Full or partial dentures.
3. Fixed bridgework if needed because of Injury to natural teeth.
4. Prompt repair to natural teeth if needed because of Injury to those teeth.

## **Health Care Provider's Services**

Services of a licensed or certified Health Care Provider acting within the scope of that license or certification. Covered Expenses resulting from services provided by a Health Care Provider are payable on the same basis as Covered Expenses resulting from services provided by a Physician.

## **Hospital Charges**

The daily room rate when You are confined in a Hospital, general nursing care provided and charged for by the Hospital, and ancillary Hospital expenses for services and supplies, including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) while You are confined in a Hospital.

## **Laboratory Tests and X-rays**

X-rays or tests for diagnosis or treatment.

## **Medical Supplies**

1. Prescribed drugs and medicines.
2. Surgical supplies (such as bandages and dressings).
3. An appliance that replaces a lost body organ or part or helps an impaired one to work. An appliance will be replaced only if it is damaged as the result of an Occupational Accident that happens while covered.
4. Oxygen and charges for giving it. This includes rental of required equipment.
5. Rental of a wheelchair or hospital-type bed.
6. Rental of a device to help breathing when paralyzed.

## **Nursing Services**

Services of a trained nurse. In most cases, the services of a private duty nurse, while You are confined in a Hospital, are not Medically Necessary. In any case when such services are not deemed Medically Necessary, charges made by a private duty nurse will not be considered Covered Expenses. No benefits will be paid for such private duty nursing.

## **Occupational Therapy**

Services for medical care and treatment by an occupational therapist practicing within the scope of his or her license.

## **Physician's Services**

1. Medical Care and Treatment.
2. Hospital, office and home visits.
3. Emergency room treatment services.
4. Surgery.
5. Services for surgical procedures.
6. Reconstructive surgery to improve the function of a body part when the malfunction is the direct result of:
  - (a) surgery to treat an Injury that happens while You are covered under this Certificate.
  - (b) Reconstructive surgery to remove scar tissue due to an Injury that happens while You are covered under this Certificate.

Assistant surgeon services are limited to 1/5 of the amount of Covered Expenses for the surgeon's charge for the surgery.

If You undergo more than one surgical procedure performed during the same operative session, Covered Expenses for multiple surgical procedures are limited as follows:

1. For the second procedure, to 50% of the Covered Expenses for the secondary procedure.
2. For any subsequent procedure, to 25% of the Covered Expenses for the subsequent procedure.

### **Physiotherapy**

When rendered by a Physician, as defined, for any form of the following: physical or mechanical therapy; diathermy; ultrasonic therapy; and heat treatment in any form. Coverage is limited to one visit per day.

### **Skilled Home Health Care**

Services given by a Home Health Care Agency. The following items are covered to the extent that they would have been covered under this benefit if You had stayed in a Hospital.

1. Medical supplies.
2. Drugs and medications ordered by a Physician.
3. Laboratory services given or ordered by a Hospital.

The care has to be ordered in writing and supervised by a Physician. Payment for Skilled Home Health Care will be limited to the first 80 visits for each Occupational Accident.

### **Skilled Nursing Facility Charges**

Room and Board and Other Services and Supplies. Charges will be counted as Covered Expenses up to the facility's regular daily charge for a semi-private room. Payment for Skilled Nursing Facility charges will be limited to the first 120 days of confinement for each Occupational Accident. The care has to be supervised by a Physician.

### **Speech Therapy**

Speech therapy given to restore speech. The speech must have been lost or impaired due to an Injury that happens while You are covered under this Certificate.

### **Benefit Specific Exclusions**

1. Services or supplies that are not Medically Necessary, including any confinement, treatment, service or supply given in connection with a service or supply that is not Medically Necessary.
2. Care of and treatment to the teeth and gums is not covered except for those services specifically named in this benefit.
3. Eye glasses, eye refractions and hearing aids, unless required by an Occupational Accident that happens while covered.
4. Injury caused by war or international armed conflict.
5. Services given by any of the following persons:
  - (a) A member of Your Immediate Family.
  - (b) Volunteers or persons who do not normally charge for their services.
6. Education, training, and bed and board while confined in an institution that is mainly a school or other institution for training, a place of rest, a place for the aged or a nursing home.

7. Drugs, treatments, services or supplies that are considered investigational because they do not meet generally accepted standards of medical practice in the United States. This includes any related confinement, treatment, service or supplies.
8. Cosmetic or reconstructive surgery or treatment (surgery or treatment primarily to change appearance) whether or not for psychological or emotional reasons. This exclusion does not apply to reconstructive surgery specifically named in this Certificate.
9. Custodial Care. This is care made up of services and supplies that meets one of the following conditions:
  - a. Care furnished mainly to train or assist in personal hygiene or other activities of daily living, rather than to provide medical treatment.
  - b. Care that can safely and adequately be provided by persons who do not have the technical skills of a covered health care professional.

Care that meets one of the conditions above is custodial care regardless of any of the following:

  - a. Who recommends, provides or directs the care.
  - b. Where the care is provided.
  - c. Whether or not the patient can be or is being trained to care for himself or herself.
10. Treatment in a United States government or agency hospital. However, the reasonable cost incurred by the United States for medical care and treatment for a non-service connected disability given to a veteran by the United States or one of its agencies is covered to the extent the care and treatment is otherwise covered under this Certificate.
11. Expenses for which You are not legally required to pay.
12. Charges made by a Hospital for room, board or other fees during a confinement in an area of the Hospital that is used as a special care area, by whatever name called. A special care area is any area of a Hospital that renders services on an in-patient basis for other than acute care of sick or injured persons. Benefits for a covered facility that is part of a Hospital, as defined, are payable at the coverage level for that facility, not at the coverage level for a Hospital.
13. Private duty nursing services that are not Medically Necessary. In most cases, private duty nursing services provided while You are confined in a Hospital are not Medically Necessary.

Other exclusions that apply to this benefit are in **General Exclusions**.

**Home Health Care Agency** means

An agency or organization that is either:

1. Approved under Medicare.
2. Established and operated in accordance with the applicable licensing and other laws.

**Medical Emergency** means a condition caused by an Injury that manifests itself by symptoms of sufficient severity that a prudent lay person possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy.

**Medically Necessary** means that a service or supply is Medically Necessary for the diagnosis and/or treatment of an Injury. This determination is made by Us and is based on and consistent with standards approved by Our medical personnel. These standards are developed, in part, with consideration to whether the service or supply meets the following:

1. It is appropriate and required for the diagnosis or treatment of the Injury.
2. It is safe and effective according to accepted clinical evidence reported by generally recognized medical professionals or publications.

3. There is not a less intensive or more appropriate diagnostic or treatment alternative that could have been used in lieu of the service or supply given.

A determination that a service or supply is not Medically Necessary may apply to the entire service or supply or to any part of the service or supply.

### **Other Services and Supplies**

Services and supplies furnished to the individual and required for treatment, other than the professional services of any Physician and any private duty or special nursing services (including intensive nursing care by whatever name called).

**Skilled Nursing Facility** means an institution that fully meets one of the following tests:

1. It is approved by Medicare as a Skilled Nursing Facility.
2. If not approved by Medicare, the facility must be operated under the applicable licensing and other laws of the jurisdiction where it is located.

It cannot be, other than incidentally, a home for the aged, the blind or the deaf, a hotel, a domiciliary care home, or a home for alcoholics or drug addicts or the mentally ill.

### **GENERAL EXCLUSIONS**

In addition to the exclusions listed in specific benefit sections, this Certificate does not cover any loss:

1. Covered by any workers' compensation, employers' liability, occupational disease or similar law.
2. Resulting from an intentionally self-inflicted Injury.
3. Resulting from suicide or attempted suicide, while sane or insane.
4. Resulting from aviation.
5. Resulting from war or act of war; whether declared or not.
6. Resulting from duty in the armed forces of any country or international authority.
7. Resulting from any loss sustained or contracted in consequence of Your being intoxicated, as defined by the state where the Injury occurs, or under the influence of any narcotic, including marijuana, unless administered on the advice of a Physician and taken as prescribed.
8. That is psychological or emotional in nature, including pain and suffering, that is not a direct result of an Occupational Accident.
9. To which a contributing cause was the commission of or attempt to commit a felony by the Covered Person whose Injury is the basis of the claim, or to which a contributing cause was such person's being engaged in an illegal occupation.
10. Resulting from Cumulative Trauma (see Definitions), unless specifically shown as "Included" in the Schedule of Benefits.
11. Resulting from Occupational Disease (see Definitions), unless specifically shown as "Included" in the Schedule of Benefits.
12. By anyone who is an employee of the Insured Person or Policyholder.

## **NON-DUPLICATION OF WORKERS' COMPENSATION BENEFITS**

No benefits are payable under this Certificate for any loss for which You claim benefits as an employee under any workers' compensation, occupational disease or similar law. If benefits have been started, they will be suspended upon notification. If You claim benefits under this Certificate and, at a later date, claim benefits for the same loss under any workers' compensation, occupational disease or similar law or benefit plan, We have the right to recover from You the amount of the benefits paid for such loss under this Certificate.

## **EXCESS INSURANCE LIMITATION**

Except for the first \$100 for the Accident Medical/ Dental Expense Benefit, the insurance provided by this Certificate shall be in excess of all other valid and collectible insurance or indemnity. If at the time of the occurrence of any loss there is other valid and collectible insurance or indemnity in place, the Company shall be liable only for the excess of the amount of loss, over the amount of such other insurance or indemnity, and applicable deductible. Recovery of losses from other parties does not result in a refund of premium paid.

## **PREMIUM PROVISIONS**

### **GRACE PERIOD:**

A Grace Period of 31 days is granted for each premium due after the first premium due date. Coverage will stay in force during this period unless notice has been sent in accordance with the Cancellation provision of Our intent to terminate coverage under this Certificate. Coverage will end if the premium is not paid by the end of the Grace Period. You shall be liable for the payment of the premium accruing for the period the Master Group Policy continues in force.

### **PREMIUMS:**

The first Premium is due on the Effective Date of Contract. Coverage will not go into effect unless this first premium is paid in full by that date. After that, premiums will be due monthly in advance unless We agree to some other method of premium payment with You, or the person paying premium on Your behalf. Premiums are payable to Us or Our authorized agent by the Premium Due Date shown in the Schedule of Benefits.

If any premium is not paid when due, participation under this Certificate will be canceled as of the last day of the period for which premiums were paid, except as provided in the Grace Period provision.

### **CHANGES IN RATES:**

The initial premium rates for insurance under this Certificate will be based on the schedule of premium rates agreed to by the Policyholder and Us. We may change rates from time to time with at least 31 days advanced written or authorized electronic or telephonic notice. We reserve the right to change rates at any time if any of the following events take place:

1. The terms of this Certificate change.
2. There is a change in the factors bearing on the risk assumed.
3. Any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

## **PREMIUM REFUND AT DEATH**

If the Covered Person dies before the end of a Premium Period for which premium has been paid, We will refund the premium or the portion of the premium actually paid for any period beyond the end of the month in which such death occurred.

## GENERAL PROVISIONS

**Entire Contract:** This Certificate (including any endorsements, riders or amendments), and the signed Enrollment Form, constitute the entire contract between the parties. Any statement made by You in the Enrollment Form shall, in the absence of fraud, be deemed a representation and not a warranty. No statement made by any Covered Person whose eligibility has been accepted by Us shall void the insurance or reduce the benefits under this Certificate or be used in defense to a claim hereunder in the absence of fraud.

**Changes:** To be valid, any change or waiver must be in writing. It must be signed by our President or Secretary and be attached to this Certificate. No agent has authority to change or waive any part of this Certificate.

**Incontestability:** (a.) After 2 years from the date of issue of this Certificate, no misstatements, except fraudulent misstatements, made by the Covered Person in the Enrollment Form shall be used to void coverage under this Certificate or to deny a claim for loss incurred or disability (as defined in this Certificate) commencing after the expiration of such 2 year period. (b.) No claim for loss incurred or disability (as defined in this Certificate) commencing after 2 years from the date of issue of this Certificate shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss has existed prior to the effective date of coverage of this Certificate.

**Misstatement of Age:** If premiums and/or benefits for the Covered Person are based on age and the Covered Person's age has been misstated, there will be a fair adjustment of premiums and/or benefits based on the Covered Person's true age. The Company may require satisfactory proof of age before paying any claim.

**Clerical Error:** If a clerical error is made, it will not affect the insurance of any Covered Person. No error will continue the insurance of a Covered Person beyond the date it should end under this Certificate terms.

**Non-Compliance With Policy Requirements:** Any express waiver by the Company of any requirements of this Certificate will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Certificate provision will not operate as a waiver or amendment of that provision.

**Time Period:** For purposes of effective dates and ending dates under this Certificate, all days begin at 12:01 a.m. and end at 12:00 midnight at the Covered Person's address.

## CLAIMS PROVISIONS

### Assignment

This coverage may not be assigned. Benefit payments may be assigned at the time of claim. Any payment made by Us in good faith will end Our liability to the extent of the payment.

### Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by this Certificate, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the Claimant to Us at 5 Christopher Way, Eatontown, NJ 07724 or our Administrator at 21001 North Tatum Blvd., Suite 1630-646 Phoenix, AZ 85050 or to any authorized agent of Ours, with information sufficient to identify the Covered Person, shall be deemed notice to Us.

## **Claim Forms**

We, upon receipt of a written notice of claim, will furnish to the Covered Person such forms as are usually furnished by Us for filing proofs of loss. If forms are not furnished within 15 days after the giving of such notice, the Covered Person shall be deemed to have complied with the requirements of this Certificate as to proof of loss upon submitting, within the time fixed in this Certificate for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

## **Proof of Loss**

Written proof of loss must be furnished to Us, in the case of a claim for loss for which this Certificate provides any periodic payment contingent upon continuing loss, within 90 days after the termination of the period for which We are liable, and in the case of a claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Covered Person, later than one year from the time proof is otherwise required.

## **Time of Payment of Claims**

Indemnities payable under this Certificate for any loss other than a loss for which this Certificate provides periodic payments will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of loss, all accrued indemnity for loss for which this Certificate provides periodic payment will be paid no less frequently than monthly and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

## **Payment of Claims**

Indemnity for loss of life will be payable in accordance with the beneficiary designation and the provisions respecting such payment which may be prescribed and effective at the time of payment. If no such designation or provision is then effective, such indemnity shall be payable to the estate of the Covered Person. Any other accrued indemnities unpaid at the Covered Person's death may, at the option of the Insurer, be paid either to such beneficiary or to such estate. All other indemnities will be payable to the Covered Person.

If any indemnity of this Certificate shall be payable to the estate of the Covered Person, or to a Covered Person or beneficiary who is a minor or otherwise not competent to give a valid release, the Insurer may pay such indemnity up to an amount not exceeding \$1,000 to any relative by blood or connection by marriage of the Covered Person or beneficiary who is deemed by the Insurer to be equitably entitled thereto. Any payment made by the Insurer in good faith pursuant to this provision shall fully discharge the Insurer to the extent of such payment.

Subject to any written direction of the Covered Person in an application or otherwise, all or a portion of any indemnities provided by this Certificate on account of Hospital, nursing, medical or surgical service may, at the Insurer's option, and unless the Covered Person requests otherwise in writing not later than the time for filing proof of such loss, be paid directly to the Hospital or person rendering such services, but it is not required that the service be rendered by a particular Hospital or person.

## **Change of Beneficiary**

You have the right to change Your beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary. A beneficiary may be changed by filling out a new beneficiary form. You can get this form from Us. The form must be received and recorded by Administrator or Us before the change of beneficiary becomes effective.

## **Physical Examination and Autopsy**

We, at Our own expense, shall have the right and opportunity to examine the person of any individual whose Injury is the basis of claim when and as often as We may reasonably require during the pendency of a claim hereunder, and to make an autopsy in case of death, where it is not forbidden by law.

## **Legal Actions**

No action at law or in equity shall be brought to recover on this Certificate prior to the expiration of 60 days after written proof of loss has been furnished in accordance with this Certificate. No such action may be brought after the expiration of 3 years after the time written proof of loss is required to be furnished. If these time limits are less than allowed by the laws of the State where the Covered Person lives, these limits are extended to meet the minimum time allowed by such law.

## **Facility of Payment**

Whenever payments that should have been made under this Certificate are made by any other policy, We shall have the right, exercisable at Our sole discretion, to pay over to any policy making such other payments any amounts We shall determine are warranted in order to satisfy the intent of this provision. The amounts so paid shall be considered benefits paid under this Certificate and, to the extent of such payments, We shall be fully discharged from liability under this Certificate.

## **Right of Recovery/ Subrogation**

You must refund to Us any overpayment of benefits that occurs because a third party was liable to pay certain of Your expenses due to a wrongful act, negligence or omission. The refund will equal the amount We paid under this Certificate. If the refund is due from another person or organization, You must help Us obtain the refund. Our right to be reimbursed has priority over Your right to be made whole. This means that Our right of recovery applies even if Your entire loss has not been compensated. However, the amount of Our recovery will be reduced by a proper share of Your legal fees and Your expenses needed to obtain the refund.

We have the right to pursue a refund or recovery even if You do not do so. This is called subrogation. You must help Us use this right when requested. Our right of subrogation applies even if Your entire loss has not been compensated.

## **Claimant and Policyholder Cooperation Provision**

Failure of a claimant or Policyholder to cooperate with Us in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

## **Conformity With State Law**

Any provision of this Certificate which, on its effective date, is in conflict with the statutes of the state in which the Covered Person resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**CUMULATIVE TRAUMA COVERAGE RIDER**

**Effective Date: 9/1/2023**

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to Cumulative Trauma that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

**Cumulative Trauma Coverage.** The Cumulative Trauma exclusion is modified to provide the coverage described below.

We will reimburse benefits up to the Maximum Benefit Amount for any Injury covered under the Master Group Policy/ Certificate that results directly, and from no other cause, from Cumulative Trauma to a Covered Person while he or she is performing Covered Activities while a Member of the Insured Class. The amount reimbursed under this benefit will accumulate to the Combined Single Benefit Limit shown in the Schedule of Benefits of the Master Group Policy/ Certificate. This coverage is subject to the Deductible for the Accident Medical/Dental Expense Benefit (if any), shown in the Schedule of Benefits of the Master Group Policy/ Certificate, and the Maximum Benefit Amount shown below.

**Conditions of Coverage**

1. The last day of the Covered Person's last exposure to the conditions causing or aggravating the Cumulative Trauma must take place while this Rider is in effect and while the Covered Person is covered under the Master Group Policy/ Certificate.
2. The Cumulative Trauma must be diagnosed by a Physician.

All Cumulative Trauma suffered by any one Covered Person due to the combined effect of the same or related Covered Activities will be considered a single occurrence of Cumulative Trauma.

Any reference in the Master Group Policy/ Certificate to an Injury or Occupational Accident is considered to include Cumulative Trauma. Any reference in the Master Group Policy/ Certificate to the date of an Injury or Occupational Accident means the date that the Covered Person last performed the Covered Activities causing the condition.

**Maximum Benefit Amount:** \$5,000.

Benefits provided by this Rider are subject to the Combined Single Benefit Limit.

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature

Signature



Marc J. Ade  
Chairman and CEO



Michael P. McTigue  
Secretary

**HEMORRHOID BENEFIT RIDER**

**Effective Date: 9/1/2023**

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to Hemorrhoids that occur on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

**HEMORRHOID BENEFIT**

**Hemorrhoids Coverage.** Benefits are payable for the following benefit(s) only: Accident Medical Expense.

Accident Medical Expense Benefits shall be payable for the Covered Person's Hemorrhoids sustained as a result of Covered Activities, provided such Hemorrhoids are sustained and surgically repaired while the Covered Person's coverage is in force under the Master Group Policy/ Certificate, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Covered Person's Hemorrhoids, subject to the Accident Medical Expense Deductible Amount in the Schedule of Benefits for the Master Group Policy/ Certificate (if any), shall not exceed the Lifetime Maximum Benefit Amount shown below.

**Hemorrhoid (s)** means a mass of dilated veins in swollen tissue at the margin of the anus or nearby within the rectum.

**Lifetime Maximum Benefit Amount for All Benefits:** \$5,000

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated in this Rider.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

**HERNIA BENEFIT RIDER**

**Effective Date: 9/1/2023**

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to a Hernia that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

**HERNIA BENEFIT**

**Hernia Coverage.** Benefits are provided for Hernia only for: Accident Medical Expense.

Accident Medical Expense benefits shall be payable for the Covered Person's Hernia, provided such Hernia is sustained as a result of Covered Activities, and is sustained and surgically repaired while the Covered Person's coverage is in force under the Master Group Policy/ Certificate, subject to the following:

1. With respect to the Accident Medical Expense Benefit, benefits payable for or in connection with the Covered Person's Hernia, subject to the Accident Medical Expense Deductible Amount in the Schedule of Benefits for the Master Group Policy/ Certificate (if any), shall not exceed either the applicable Hernia per Injury Limit or applicable Lifetime Maximum Benefit Amount shown below.

**Hernia** means a protrusion of an organ or part through connective tissue or through a wall of the cavity in which it is normally enclosed. Hernia does not include diaphragmatic (hiatal) hernia.

<b>Maximum Hernia Injury Benefit:</b>	<b>\$5,000</b>
<b>Lifetime Maximum Hernia Injury Benefit:</b>	<b>\$5,000</b>

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated in this Rider.

SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

**NON-OCCUPATIONAL COVERAGE RIDER**

**Effective Date: 9/1/2023**

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to a Non-Occupational Accident that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

**Non-Occupational Accident Benefits.**

We will pay benefits as set forth below for a Non-Occupational Accident.

1. Accident Medical/Dental Expense Benefits up to a maximum benefit of \$10,000.
2. Accidental Death and Dismemberment Benefits based on a Principal Sum of \$15,000.

No Disability Income Benefits are payable for a Non-Occupational Accident.

For the Accidental Death and Dismemberment Benefit, the same Covered Losses that apply to Occupational Accidents also apply to Non-Occupational Accidents. The same Percentages of the Principal Sum that apply to Occupational Accidents for each listed Covered Loss also apply to Non-Occupational Accidents. However, the Principal Sum above applies to Non-Occupational Accidents in place of the Principal Sum that applies to Occupational Accidents. Accidental Death and Dismemberment Benefits for Non-Occupational Accidents are subject to the same Time Limit for Loss that applies to Occupational Accidents.

The Accident Medical/Dental Expense Benefits payable for a Non-Occupational Accident are subject to the same Time Limit for Loss, Maximum Payment Period, Deductible, and Co-Insurance Rates that apply to Occupational Accidents. The same Covered Expenses that apply to Occupational Accidents also apply to Non-Occupational Accidents.

All of the same terms, definitions, limitations, benefit specific exclusions, and General Exclusions that apply to the Accidental Death and Dismemberment and Accident Medical/Dental Expense Benefits for Occupational Accidents apply to Non-Occupational Accidents as well except as they are specifically modified by this Rider. In addition, no benefits are payable under this Rider for any loss caused by, or contributed to by, any of the following.

1. Aggression in a fight, or commission of a crime; or
2. Hernia of any type, whether or not covered for Occupational Accidents; or
3. Cumulative Trauma, whether or not covered for Occupational Accidents; or
4. Occupational Disease, whether or not covered for Occupational Accidents.

We will not pay benefits unless the following conditions are met.

1. You are covered under the Master Group Policy/ Certificate when the Non-Occupational Accident occurs.
2. You are not eligible for benefits for an Occupational Accident.
3. Your Injury is the direct result, with no other cause, of a Non-Occupational Accident.
4. Benefits are not otherwise excluded under the Master Group Policy/ Certificate.

Benefits provided by this Rider are subject to the Combined Single Benefit Limit.

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Policy/ Certificate except as stated in this Rider.

**SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:**

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

**OCCUPATIONAL DISEASE COVERAGE RIDER**

**Effective Date: 9/1/2023**

This Rider is made a part of the Master Group Policy and any Certificate to which it is attached. This Rider applies only to an Occupational Disease that occurs on or after the Covered Person's Effective Date or the Effective Date of the Rider, if later. This Rider is subject to all of the terms, limitations and exclusions of the Master Group Policy/ Certificate, except as they are changed by this Rider.

**Occupational Disease Coverage.** The Occupational Disease exclusion is modified to provide the coverage described below.

We will reimburse benefits up to the Maximum Benefit Amount for any loss covered under the Master Group Policy/ Certificate that results directly, and from no other cause, from an Occupational Disease contracted by a Covered Person while he or she is performing Covered Activities for the Designated Company. The amount reimbursed under this benefit will accumulate to the Combined Single Benefit Limit shown in the Schedule of Benefits of the Master Group Policy/ Certificate. This coverage is subject to the Deductible for the Accident Medical/ Dental Expense Benefit (if any), shown in the Schedule of Benefits of the Master Group Policy/ Certificate, and the Maximum Benefit Amount shown below.

**Conditions of Coverage**

1. The Occupational Disease must first manifest while this Rider is in effect and while the Covered Person is covered under the Master Group Policy/ Certificate. It must be caused by a disease producing agent or agents found present in the Covered Person's occupational environment.
2. The Occupational Diseases must be diagnosed by a Physician.

All Occupational Diseases suffered by any one Covered Person due to exposure to the same or related disease producing agent(s) will be considered a single occurrence of an Occupational Disease.

Any reference in the Master Group Policy/ Certificate to an Injury or Occupational Accident is considered to include an Occupational Disease. Any reference in the Master Group Policy/ Certificate to the date of an Injury or Occupational Accident means the date that the Covered Person was last exposed to the disease producing agent or agents in his or her occupational environment.

**Maximum Benefit Amount: \$5,000**

This Rider ends at the same time as the Master Group Policy/ Certificate. Nothing contained in this Rider will change, waive or extend any provision of the Master Group Policy/ Certificate except as stated herein.

**SIGNED FOR THE UNITED STATES FIRE INSURANCE COMPANY BY:**

Signature



Marc J. Adee

Chairman and CEO

Signature



Michael P. McTigue

Secretary

## **FRAUD WARNING STATEMENT**

**FOR RESIDENTS OF ALL STATES OTHER THAN THOSE LISTED BELOW:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ARIZONA:** For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**ALASKA:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**CALIFORNIA:** For your protection California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**FLORIDA WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**IDAHO:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**KANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of insurance fraud as determined by a court of law and may be subject to fines and confinement in prison.

### **KENTUCKY:**

**Application:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Claim Form:** Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEW HAMPSHIRE:** Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO and PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**OHIO:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**OKLAHOMA:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**TENNESSEE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**TEXAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**VIRGINIA:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

**NEW YORK\*:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject

to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature \_\_\_\_\_ Date \_\_\_\_\_

When used throughout this document “Company”, “Our”, “We”, or “Us” means

## **United States Fire Insurance Company**

### **GRIEVANCE PROCEDURES**

When you submit a claim and that claim is denied, we will provide a written statement containing the reasons for the Adverse Determination. You have the right to request a review of any Company decision or action pertaining to our contractual relationship and to appeal any adverse claim determination we've made by filing a Grievance. These procedures have been developed to ensure a full investigation of a Grievance through a formal process.

#### **DEFINITIONS**

A “**Grievance**” is a written complaint requesting a change to a previous claim decision, claims payment, the handling or reimbursement of health care services, or other matters pertaining to your coverage and our contractual relationship.

An “**Adverse Determination**” is a determination by the Company or its designated utilization review organization that (i) a service, treatment, drug, or device, is experimental, investigational, specifically limited or excluded by your coverage; or (ii) a facility admission, the availability of care, continued stay or other health care services proposed or furnished have been reviewed and, based upon the information provided, does not meet the contractual requirements for medical necessity, appropriateness, health care setting, level of care or effectiveness and therefore, the benefit coverage is denied, reduced or terminated in whole or in part.

#### **INFORMAL GRIEVANCE PROCEDURE**

You, your authorized representative, or a provider acting on your behalf may submit an oral complaint to us within 60 days after an event that causes a dispute. Telephoning allows you to discuss your complaint or concerns and gives us the opportunity to immediately resolve the problem.

If we don't have all the information necessary to review your complaint, we will request any additional information within 5 business days of receiving your complaint. After we receive all the necessary information, we will provide you, your authorized representative, or a provider acting on your behalf with our written decision within 30 days after receiving the complaint and all necessary information.

If the problem cannot be resolved in this manner, you still have the right to submit a written request for the complaint to be reviewed through the Formal Grievance Procedure, as outlined below.

#### **FORMAL GRIEVANCE PROCEDURE**

A formal Grievance may be submitted by you, your authorized representative, or in the event of an Adverse Determination, by a provider acting on your behalf.

If you file a formal Grievance, you will have the opportunity to submit written comments, documents, records and other information you feel are relevant to the Grievance, regardless of whether those materials were considered in the initial Adverse Determination.

#### **First Level Review**

Within 3 working business days after receiving the Grievance, we must acknowledge the Grievance and provide you, your authorized representative or a provider with the name, address, and telephone number of the coordinator handling the Grievance and information on how to submit written material. The person(s) who reviews the Grievance will not be the same person(s) who made the initial Adverse Determination. During the review, all information, documents, and other materials submitted relating to the claim will be considered, regardless of whether they were considered in making the previous claim decision. The

Insured will not be allowed to attend, or have a representative attend, a First Level Review. The Insured may, however, submit written material for consideration by the reviewer(s).

When the Grievance is based in whole or in part on a medical judgment, the review will be conducted by, or in consultation with, a medical doctor with appropriate training and expertise to evaluate the matter.

Following our review of your Grievance, we must issue a written decision to you and, if applicable, to your representative or provider, within 20 days after receiving the Grievance. The written decision must include:

- (1) The name(s), title(s) and professional qualifications of any person(s) participating in the First Level Review process.
- (2) A statement of the reviewer's understanding of the Grievance.
- (3) The specific reason(s) for the reviewer's decision in clear terms and the contractual basis or medical rationale used as the basis for the decision in sufficient detail for the Insured to respond further to our position.
- (4) A reference to the evidence or documentation used as the basis for the decision.
- (5) If the claim denial is based on medical necessity, experimental treatment or similar exclusion, instructions for requesting an explanation of the scientific or clinical rationale used to make the determination.
- (6) A statement advising you of your right to request a Second Level Review, if applicable, and a description of the procedure and timeframes for requesting a Second Level Review.

### **Second Level Review**

The Second Level Review process is available if you are not satisfied with the outcome of the First Level Review for an Adverse Determination. Within 10 business days after receiving a request for a Second Level Review, we will advise you of the following:

- (1) The name, address, and telephone number of a person designated to coordinate the Grievance Review for the Company.
- (2) A statement of your rights, including the right to:
  - Attend the Second Level Review.
  - Present his/her case to the review panel.
  - Submit supporting materials before and at the review meeting.
  - Ask questions of any member of the review panel.
  - Be assisted or represented by a person of his/her choice, including a provider, family member, employer representative, or attorney.
  - Request and receive from us free of charge, copies of all relevant documents, records and other information that is not confidential or privileged that were considered in making the Adverse Determination.

We must convene a review panel and hold a review meeting within 45 days after receiving a request for a Second Level Review. We will notify you in writing of the meeting date at least 15 days prior to the date. The review meeting will be held during regular business hours at a location reasonably accessible to you. In cases where a face-to-face meeting is not practical for geographical reasons, we will offer you the opportunity to communicate with the review panel at our expense by conference call or other appropriate technology. Your right to a full review may not be conditioned on whether or not you appear at the meeting.

If you choose to be represented by an attorney, we may also be represented by an attorney. If we choose to have an attorney present to represent our interests, we will notify you at least 15 working days in advance of the review that an attorney will be present and that you may wish to obtain legal representation of your own.

The panel must be comprised of persons who:

- (1) Were not previously involved in any matter giving rise to the Second Level Review;
- (2) Are not employees of the Company or Utilization Review Organization; and
- (3) Do not have a financial interest in the outcome of the review.

A person previously involved in the Grievance may appear before the panel to present information or answer questions.

All persons reviewing a Second Level Grievance involving a Utilization Review non-certification or a clinical issue will be providers who have appropriate expertise, including at least one clinical peer. If we use a clinical peer on an appeal of a Utilization Review non-certification or on a First Level Review, we may use one of our employees on the Second Level Review panel if the panel is comprised of 3 or more persons.

We must issue a written decision to you and, if applicable, to your representative or provider, within 10 business days after completing the review meeting. The decision must include:

- (1) The name(s), title(s) and qualifying credentials of the members of the review panel.
- (2) A statement of the review panel's understanding of the nature of the Grievance and all pertinent facts.
- (3) The review panel's recommendation to the Company and the rationale behind the recommendation.
- (4) A description of, or reference to, the evidence or documentation considered by the review panel in making the recommendation.
- (5) In the review of a Utilization Review non-certification or other clinical matter, a written statement of the clinical rationale, including the clinical review criteria, that was used by the review panel to make the determination.
- (6) The rationale for the Company's decision if it differs from the review panel's recommendation.
- (7) A statement that the decision is the Company's final determination in the matter.
- (8) Notice of the availability of the Commissioner's office for assistance, including the telephone number and address of the Commissioner's office.

### **EXPEDITED REVIEW**

You are eligible for an expedited review when the time frames for an Informal, formal First Level Review or Second Level Review would reasonably appear to seriously jeopardize your life or health, or your ability to regain maximum function. An expedited review is also available for all Grievances concerning an admission, availability of care, continued stay or health care service for a person who has received emergency services, but who has not been discharged from a facility.

A request for an expedited review may be submitted orally or in writing. An expedited review must be evaluated by an appropriate clinical peer in the same or similar specialty as would typically manage the case being reviewed. If we don't have the information necessary to decide an appeal, we will send you notification of precisely what is required within 24 hours of our receipt of your Grievance. All necessary information, including our decision, will be transmitted by telephone, facsimile, or the most expeditious method available. Provided we have enough information to make a decision, you, your authorized representative, or a provider acting on your behalf will be notified of the determination as expeditiously as the medical condition requires, but in no event more than 72 hours after the review has commenced. Written communication of our decision will be provided within 2 working business days of the decision and will contain the same items described in the written decision requirements for First Level Reviews.

If the expedited review does not resolve the situation, you, your representative or a provider acting on your behalf may submit a written Grievance.

We will not provide an expedited review for retrospective reviews of Adverse Determinations.



## PRIVACY NOTICE

Monitor Life Insurance Company of New York, United States Fire Insurance Company, The North River Insurance Company and affiliates within Crum & Forster (collectively, "The Company") values your business and your trust. In order to administer insurance policies and provide you with effective customer service, we must collect certain information including nonpublic personal information about our customers and claimants. Nonpublic personal information means information that allows someone to identify or contact you ("Information"). We are committed to protecting such Information and we will comply with all applicable federal and state laws and regulations. This notice describes how we collect, use and share your Information, your rights with respect to insurance products issued by The Company and our legal duties and privacy practices. State laws require that we provide this notice. Please review this Notice and keep a copy of it with your records.

### **Your privacy is our concern**

When you apply to The Company for insurance or make a claim against a policy written by The Company, you disclose information about yourself to us. The Company limits the collection, use, and disclosure of such information to only what is needed to properly produce, underwrite and service its insurance products and/or fulfill legal or regulatory requirements. The Company maintains administrative, technical and physical safeguards that comply with state and federal regulations to protect your Information. We also limit employee access to Information to those with a business reason for knowing such Information and we take measures to enforce employee privacy responsibilities.

### **What kind of information do we collect about you and from whom?**

We obtain most of our Information from you. The application or claim form you complete, as well as any additional information you provide, generally gives us most of the information we need to know. Sometimes we may contact you by phone or mail to obtain additional information. We may use information about you from other transactions with us, our affiliates, or others. Depending on the nature of your insurance transaction, we may need additional information about you or other individuals proposed for coverage. We may obtain the additional information we need from third parties, such as other insurance companies or agents, government agencies, medical providers, insurance support organizations, the state motor vehicle department, information clearinghouses, credit reporting agencies, courts, or public records. A report from a consumer reporting agency may contain information as to creditworthiness, credit standing, credit capacity, character, general reputation, hobbies, occupation, personal characteristics, or mode of living.

### **What do we do with the information collected about you?**

The Company collects nonpublic information to conduct its business of producing, underwriting, servicing and administering its insurance products. If coverage is declined or the charge for coverage is increased because of information contained in a consumer report we obtained, we will inform you, as required by state law or the federal Fair Credit Reporting Act. We will also give you the name and address of the consumer reporting agency making the report. We may retain information about our former customers and may disclose that information to affiliates and non-affiliates only as described in this notice.

### **To whom do we disclose information about you?**

Access to non-public personal information is limited to those employees, and authorized representatives, attorneys and service providers who specifically need such information to conduct their business responsibilities. In addition, we may disclose all the information that we collect about you to affiliated companies and nonaffiliated third parties (as permitted by law), such as:

- Insurance companies;
- Insurance agencies;
- Loss adjusters;
- Medical providers;
- Third party non-insurance service providers;
- Third party administrators;
- Medical bill review companies;

- Reinsurance companies; and
- Similar service providers.

**Crum & Forster requires its service providers to abide by privacy laws in handling non-public personal information obtained through its business relationship with Crum & Forster. Additionally, Crum & Forster may disclose non-public personal information to third parties as allowed or required by law. For example, Crum & Forster may release your Information to comply with reporting requirements, to comply with a subpoena, warrant, legal process or other order or inquiry of a court, governmental agency or state or federal regulator, or to fulfill C&F's obligations to its insurers and reinsurers. We may also share your personal information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.**

If you conclude your relationship with the Company, the Company will continue to safeguard your privacy in accordance with the standards described in this notice. The Company maintains physical, electronic and procedural safeguards to protect non-public personal information.

### **About Our Websites**

We may collect information via technology about how you use our website, including the elements you have interacted with, metadata, and other details about these elements, clicks, change states, and other user actions. This information is used primarily to provide, maintain, protect, and improve our current products and to develop new ones.

We may use cookies on certain pages of our site. Cookies are stored on your computer, not on our site. Most cookies are "session cookies" which means that they are automatically deleted at the end of each session. A cookie itself does not have the ability to automatically collect personal information about you. A cookie can store certain information that identifies your computer to us so that you do not need to re-enter that information as frequently when you use our site. The cookie does not contain your password.

We reserve the right to change our policy regarding cookies and the collection of information from visitors at any time without advance notice. Should any new policy be put into effect, we will post it on this website, and the new policy will apply only to information collected thereafter. You may opt out of receiving cookies or delete any prior cookies by changing your specific internet browser settings. The privacy of communication over the internet cannot be guaranteed. If you are concerned about the security of your communication, we encourage you to send your correspondence through the postal service or use the telephone to speak directly to us. We do not represent or warrant that the site, in whole or in part, is appropriate or available for use in any particular jurisdiction. Those who choose to access the site, do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. We do not assume any responsibility for any loss or damage you may experience or incur by the sending of personal information over the internet by or to us. This Usage Agreement shall be governed by the laws of the United States and of the State of New Jersey, without giving effect to its conflict of laws provisions.

***Please know that The Company has not and will not sell any consumers' personal information. We do not sell your nonpublic personal information to any third parties nor do we use it for marketing purposes.***

### **How to contact us**

If you have any questions about this Privacy Notice or about how we use the information we collect, please contact us at:

Crum & Forster Legal Department  
305 Madison Avenue  
Morristown, NJ 07960  
[privacyinformation@cfs.com](mailto:privacyinformation@cfs.com)

## Changes to this Privacy Notice

We may revise this notice at any time. If we make material changes, we will notify you as required by law.

### For California Residents Only:

If you are a California resident, you may be entitled to additional rights over your Information. We do not, and will not, sell Information collected from you. The California Consumer Privacy Act (CCPA) provides California residents, upon a verifiable consumer request, certain rights that include:

**The right** to request that we disclose (1) The categories of personal information that we have collected about you; and (2) The categories of personal information that we have disclosed about you for a business purpose

**The right** to request that we delete the personal information it has collected from you, subject to certain legal exceptions, for example, when such personal information is necessary to fulfill or comply with our legal obligations.

**The right** to be protected from discrimination for exercising your CCPA rights. If you choose to exercise your privacy rights, we will not charge you different prices or provide different quality of services unless those differences are related to your information.

You may designate an authorized agent to act on your behalf and make a request of us under the CCPA.

To exercise your rights under the CCPA or to seek assistance, please do one of the following:

- If you would like to make a Request to Know, go to <http://www.cfins.com/request-to-know-california-residents/> or call 1.844.254.5754
- If you would like to make a Request to Delete, <http://www.cfins.com/request-to-delete-california-residents/> or call 1.844.254.5754
- Fill out and send back to us the [Request to Know](#) / [Request to Delete](#) form to:

Crum & Forster Legal Department  
PO Box 1973  
305 Madison Avenue  
Morristown, NJ 07962  
[privacyinformation@cfins.com](mailto:privacyinformation@cfins.com)

We will attempt, where practical, to respond to your requests and to provide you with additional privacy-related information. We will confirm receipt of verifiable consumer requests within ten (10) days of receipt. You may only make a verifiable consumer request for personal information twice within a twelve (12) month period. We cannot respond to your request if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Any consumer with a disability may access this notice by contacting us at the address, email or toll free number listed above.

We may change this California Privacy Notice and our privacy practices over time. Our most current Privacy Policy and California Privacy Notice can be found on our website at <http://www.cfins.com/terms/>.

**EXHIBIT C**  
**SUBCONTRACTOR INFORMATION**

**DEFINITIONS:**

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

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

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

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

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

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

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

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

1. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
2. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
3. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE
4. Subcontractor Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
Description of Work: \_\_\_\_\_  
\_\_\_\_\_  
Estimated Percentage of Total Dollars: \_\_\_\_\_  
Business Type: \_\_\_ MBE \_\_\_ WBE \_\_\_ PBE \_\_\_ SBE \_\_\_ NBE

*RA*

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

## EXHIBIT D Business Associate Agreement

This Agreement is made effective the 16 of May, 2024, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and B2B Delivery, LLC having a principle address at 2125 E 5<sup>th</sup> Street, # 105, Tempe, AZ 85281, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

### I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

"Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

### II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business

Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

### III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
  - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
  - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
  - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
  - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

### IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
  - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
  - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
  - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
  - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
  - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
  - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
  - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

### V. RIGHT TO AUDIT

- (a) Business Associate agrees:
  - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
  - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

## VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

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

## VII. TERMINATION

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

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

## VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
[SIGNATURES ARE ON THE FOLLOWING PAGE]

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

COVERED ENTITY:

By: \_\_\_\_\_

Mason VanHouweling

Title: CEO

Date: \_\_\_\_\_

BUSINESS ASSOCIATE:

By:  \_\_\_\_\_

Title: Vice President

Date: May 16, 2024

# Exhibit E

## VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	B2B DELIVERY, LLC
PO Box/Street Address:	2125 E. 5TH STREET SUITE 105
City:	TEMPE
State/Province:	ARIZONA
Zip/Postal Code:	85288
Country:	USA
Contact's Name & Title:	RIA LASCIO
Contact Phone Number:	480-446-2899
Contact's Email:	RIA@B2BDELIVERS.COM
Contact's Fax:	480-446-2865

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	Definition	✓
<b>Minority Owned Business Enterprise (MBE)</b>	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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	<input type="checkbox"/>
	<b>AA</b> - African American/Black: Persons having origins in any of the black racial groups of Africa.	<input type="checkbox"/>
	<b>AX</b> - Asian American: <ul style="list-style-type: none"> <li>Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan.</li> <li>Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands.</li> <li>Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan).</li> <li>Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia.</li> </ul>	<input type="checkbox"/>
	<b>HA</b> - Hispanic American (including Black individuals whose origins are Hispanic): <ul style="list-style-type: none"> <li>Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race.</li> <li>Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race.</li> <li>Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above.</li> </ul>	<input type="checkbox"/>
	<b>NA</b> - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	<input type="checkbox"/>
	<b>PI</b> - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	<input type="checkbox"/>
	<b>Prefer not to answer</b>	<input type="checkbox"/>
BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		

Diversity/ Demographic Classification	Definition	✓
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
Emerging Small Business (ESB)	An independent and continuing business 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.	<input type="checkbox"/>
Woman Owned Business (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.	<input type="checkbox"/>
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	<input type="checkbox"/>
Disabled Veteran Enterprise (DVET)	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 veteran.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input checked="" type="checkbox"/>
Choose to Not Self-Identify	Business chooses not to self-identify.	<input type="checkbox"/>

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	Definition	✓
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	<input type="checkbox"/>
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input checked="" type="checkbox"/>

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	✓
Individual/Sole Proprietor	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Limited Liability Company	<input checked="" type="checkbox"/>
Non-Profit/Government Entity	<input type="checkbox"/>
Other (please identify):	<input type="checkbox"/>

Signature: Ria Lascio

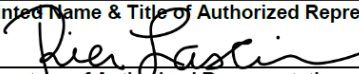
Name and Title (Printed): Ria Lascio Date: April 5, 2024

**EXHIBIT I**  
**REPRESENTATIONS AND CERTIFICATIONS**  
**(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)**

The prospective proposer, B2B Delivery, LLC certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates:
  - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; and
  - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. PROPOSER represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against PROPOSER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
4. Have not within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification.
6. That it has not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

<u>RIA LASCIO, VICE PRESIDENT</u>	<u>N/A</u>
<u>Printed Name &amp; Title of Authorized Representative</u>	<u>SOQ Number</u>
	<u>April 5, 2024</u>
<u>Signature of Authorized Representative</u>	<u>Date</u>

I am unable to certify to the above statement. My explanation is attached.

Signature \_\_\_\_\_ Date \_\_\_\_\_ SOQ Number \_\_\_\_\_

**University Medical Center of Southern Nevada (UMC)  
Technology Requirements  
(Ver. 2/2023)**

**The following UMC technology and information security standards must be met by all vendors and partners unless explicitly approved in writing by the UMC Chief Information Officer (CIO) or other authorized UMC representative.**

**1. Client**

- 1.1. Vendor software must be compatible with Microsoft Windows 10 or higher.
- 1.2. Application packages must be deployable using Tanium.
- 1.3. Client software must use DNS for hostname resolution and be capable of finding server resources in either forward or reverse-lookup.
- 1.4. Client applications must not require local administrator access on the workstation computer.
- 1.5. Applications must operate without disabling or reducing security settings.
- 1.6. Cloud or browser-based applications will run in Microsoft Edge with standard configurations.
- 1.7. No part of vendor software will use deprecated dependencies such as Flash or old versions of Java.

**2. Configuration Management**

- 2.1. Vendor must provide the following:
  - 2.1.1. Technical specifications for all hardware and/or software included with their solution.
  - 2.1.2. Network and system connectivity diagrams.
  - 2.1.3. Data flow diagrams.
  - 2.1.4. Regulatory compliance certifications and/or attestations, as applicable.

**3. Data Backups**

- 3.1. All vendor systems must support the installation of a Veeam backup agent to facilitate data backup and restoration.
- 3.2. Hosted/cloud data must be encrypted and maintained, including agreed upon retention standards.

**4. Data Management**

- 4.1. Applications storing, processing or transmitting regulated data (PHI, PII, payment card, etc.) must utilize test data for development and testing/training purposes.
- 4.2. Production data is reserved for production use only.
- 4.3. Data transfers containing regulated information (PHI, PII, payment card, etc.) from UMC to a non-UMC site must be approved by the UMC CIO and UMC Privacy Officer.
- 4.4. Payment card information is not allowed on the UMC network, or within any UMC-managed system.
- 4.5. PCI compliance is required for any system that stores, processes, or transmits payment card data (PCD).
- 4.6. If vendor will use or otherwise have access to UMC sensitive, regulated or confidential

**University Medical Center of Southern Nevada (UMC)**  
**Technology Requirements**  
**(Ver. 2/2023)**

- information, additional security and regulatory requirements may be imposed.
- 4.7. Hosted/cloud data should be compliant with all applicable privacy and security regulations.
  - 4.8. Ownership of data and metadata that are part of SaaS (software as a service) or part of any hosted/cloud applications shall be with UMC, and the data shall be provided to UMC in a fully usable format.
  - 4.9. Data exchange/transfers between systems both within and outside the UMC network must comply with UMC-approved standards and protocols.

**5. Databases**

- 5.1. Databases must be developed on a supported version of Microsoft SQL. Any version slated for End of Support within (3) calendar years of execution of the agreement in question will not be accepted.
- 5.2. SQL Databases must be capable of running in an active/passive clustered environment. If not feasible, vendor must provide licensing for a dedicated database instance.
- 5.3. Vendor must include recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- 5.4. For hosted/cloud databases, administration and management access, tools, and training will be provided to UMC authorized users by the vendor.
- 5.5. Conversion or migration of data must be coordinated with UMC IT, the UMC business stakeholder(s) and the vendor PRIOR TO execution of the agreement in question.

**6. Development**

- 6.1. If direct interfacing is required, the vendor system must use Health Level Seven (HL7) standard interfaces.
- 6.2. Deployment of any solution/application that is hosted on a UMC website must be developed in Microsoft .Net Framework 4.5 or higher running on IIS Web Server version 10 or higher.
- 6.3. Deployment of any solution/application that is hosted on the UMC Intranet must be developed in Microsoft .Net Framework 4.5 or higher running on IIS 10 or higher Web Server.

**7. Email**

- 7.1. SMTP servers other than UMCSN SMTP servers are prohibited.
- 7.2. Outbound email must be authenticated through Microsoft Active Directory.
- 7.3. Email must not be the system of record for any application or process.

**8. Network**

- 8.1. Solutions must support a routed, segmented IPv4 network.
- 8.2. IPv6 is not supported and must not be enabled.
- 8.3. Use of a VLAN, firewall and/or other measures may be employed to isolate vendor solutions that do not comply with industry-standard security and network

**University Medical Center of Southern Nevada (UMC)**  
**Technology Requirements**  
**(Ver. 2/2023)**

requirements.

- 8.4. Wireless devices will meet the following requirements:
  - 8.4.1. WPA2 PSK AES encryption scheme with a minimum 128-bit passkey.
  - 8.4.2. Function effectively with a minimum 70 db RSSI with a 0 to 25 db signal-to-noise level.
  - 8.4.3. Function effectively on channels 802.11.G.N channels 1, 6, or 11.
  - 8.4.4. Be configured to prevent sharing of Wi-Fi keys
  - 8.4.5. Function within the key length and strength used by UMC
  - 8.4.6. Run current operating system (OS) versions that are under standard support and security patching.
  - 8.4.7. Function with UMC's MDM solution to prevent unauthorized configuration changes as applicable.
- 8.5. Systems must be compatible with SNMP version 3.
- 8.6. For Windows-based operating systems, WMI must be installed and enabled.
- 8.7. Vendor must provide minimum and maximum data transmission rates and quantities.

**9. Remote Access**

- 9.1. Only remote access solutions directly managed by UMC IT are authorized to be used by vendors to remotely connect to the UMC computing environment and systems, regardless if the system is owned by the vendor.
- 9.2. Control of remote access into the UMC computing environment is at the sole discretion of UMC IT.
- 9.3. UMC reserves the right to require an approval process each time the remote connection is made.
- 9.4. Remote access can be revoked or suspended at any time without notice.

**10. Security**

- 10.1. All applications and systems must be Microsoft Active Directory-integrated using standard LDAP configurations.
- 10.2. All applications must be compliant with UMC's password policy for all account types (user, service account, support, etc.).
- 10.3. Passwords must be encrypted and cannot be stored in plain text or reversible encryption/encoding anywhere within the application or supporting scripts
- 10.4. Vendors will not share passwords or access to accounts, and will not create additional accounts.
- 10.5. Service Accounts must be domain accounts.
- 10.6. Service accounts are non-interactive and will not be used to manually log in to a workstation or server.
- 10.7. Vendor will not have access to service account passwords.
- 10.8. Vendor must shut down all non-secure or unused services/ports.
- 10.9. Any web-based feature or function must fully run over HTTPS S mode, with valid public or domain certificates, on standard ports, and must not rely on deprecated encryption

**University Medical Center of Southern Nevada (UMC)**  
**Technology Requirements**  
**(Ver. 2/2023)**

or protocols.

- 10.10. Web-enabled applications must be compliant with Microsoft Edge. Applications should not require ActiveX components or other ad-hoc components not supplied during the initial installation.
- 10.11. Solutions connected to the UMC network must be members of the UMC domain and able to accept UMC Microsoft Active Directory Group Policies.
- 10.12. Vendor systems must be compatible with UMC's endpoint solution. Documented file exceptions must be provided by vendor and approved by UMC CIO, ISO or delegate.
- 10.13. Audit logs must be generated and be able to be imported into a standard SIEM.
- 10.14. User access logging must be provided to support user audit trail including all privileged access and actions.
- 10.15. The use of default passwords are strictly prohibited.
- 10.16. Users will be provisioned using Role Based Access Control (RBAC) and the principle of least privilege (POLP).
- 10.17. The use of unauthenticated access is prohibited except where public access is expected.
- 10.18. All systems are subject to vulnerability scanning and penetration testing.
- 10.19. Disabling or tampering with UMC security software is strictly prohibited.
- 10.20. All system traffic is subject to inspection including but not limited to, IPS, NextGen threat inspection, and TLS\SSL decryption.
- 10.21. Non-compliant systems may be remediated, isolated, or removed from UMC networks until remediated.

**11. Systems and Operations**

- 11.1. VMWare is the standard hypervisor.
- 11.2. Virtualized server systems are preferred. The guest operating system will run on a VMWare ESX 6.7 Hyper-converged environment.
- 11.3. Vendor-provided solutions must be developed on current and supported industry standard operating systems.
- 11.4. UMC IT will manage all installed computer hardware unless otherwise documented and contractually agreed to by UMC and the vendor.
- 11.5. UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices unless otherwise documented and contractually agreed to by UMC and the vendor.
- 11.6. Vendor software must not interfere or invalidate any operational function of UMC software or agents
- 11.7. Upgrades, enhancements, feature changes, or maintenance to vendor systems or software will be performed in coordination with UMC IT.
- 11.8. Turn-key solutions that provide hardware and software must use industry standard hardware platforms and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management, and ILO/DRAC that is to be kept current

**University Medical Center of Southern Nevada (UMC)**  
**Technology Requirements**  
**(Ver. 2/2023)**

- for security and features.
- 11.9. Hardware supplied by the vendor will be rack mountable, server class, with redundant power supplies and storage.
  - 11.10. UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts.
  - 11.11. For Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
  - 11.12. Local storage configuration should be capable of RAID 5, other configurations will be considered on a case-by-case basis.
  - 11.13. Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
  - 11.14. Vendor is responsible for remaining up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
  - 11.15. UNIX/Linux-based application will not be installed into the system volume group/root file system.
  - 11.16. Vendor must accommodate and support both standard and emergency operating system and application patching.
  - 11.17. UNIX/Linux-based systems must use SUDO or SU accounts.

### DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 3</b>						
<b>Corporate/Business Entity Name:</b>		B2B DELIVERY, LLC				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		2125 E. 5TH STREET SUITE 105		<b>Website:</b> WWW.B2BDELIVERS.COM		
<b>City, State and Zip Code:</b>		TEMPE, AZ 85288		<b>POC Name:</b> RIA LASCIO		
				<b>Email:</b> RIA@B2BDELIVERS.COM		
<b>Telephone No:</b>		480-446-2899		<b>Fax No:</b> 480-446-2865		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>		3140 E POLARIS AVE. SUITE 22		SAME		
<b>City, State and Zip Code:</b>		LAS VEGAS, NV 89102		<b>Local Fax No:</b> 702-541-6230		
<b>Local Telephone No:</b>		702-541-6260		<b>Local POC Name:</b> KATRINIA CAREY		
				<b>Email:</b> KATRINIA@B2BDELIVERS.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)
JAMES J LASCIO	PRESIDENT / OWNER	50%
RIA LASCIO	VICE PRESIDENT / OWNER	50%

**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	RIA LASCIO Print Name
VICE PRESIDENT / OWNER Title	APRIL 5, 2024 Date

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

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO Corporation</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the First Amendment to Service Agreement for Release of Medical Information and Copying Services with MRO Corporation; authorize the Chief Executive Officer to execute future amendments within his delegation of authority; or take action as deemed appropriate. (For possible action)</b>		

#### FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000870000	Funded Pgm/Grant: N/A
Description: Release of Medical Information Services	
Bid/RFP/CBE: RFP 2022-06	
Term: 11/17/22 – 11/16/25; with 1 yr renewal option	
Amount: Base - \$131,000 annually; Total \$524,000	
Amendment – \$468,000.00 annually for remaining term 5/1/24-11/16/25	
Out Clause: 90 days' notice if terminating for convenience	

#### BACKGROUND:

In June, 2022, UMC publicly solicited proposals for RFP 2022-06 to process and complete in a timely manner, requests received by UMC for release of medical records via mail, telephone, email, facsimile, and in person walk-in requests. In November, 2022, after evaluation and negotiation, UMC awarded to and entered into the RFP Service Agreement with MRO Corporation for a term of three (3) years at the fixed not-to-exceed fee of \$131,000 per year.

NRS 629.062 was enacted into law effective October 1, 2023, which established and limited allowable fees a custodian of health care records may charge for furnishing medical records electronically. Therefore, to equitably allocate for the increase in costs caused by the statutory changes, the parties have agreed to increase the annual not-to-exceed amount for the Service Agreement from \$131,000.00 to \$468,000.00. The Agreement term and out clause remain unchanged.

UMC's Director of Health Information Services (HIM) 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  
May 29, 2024

Agenda Item #

**16**

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

**FIRST AMENDMENT TO THE SERVICE AGREEMENT  
RELEASE OF MEDICAL INFORMATION AND COPYING SERVICES**

This First Amendment (“First Amendment”) to the Service Agreement for Release of Medical Information and Copying Services, is effective as of the date last signed below (“First Amendment Effective Date”), and is by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes, having its principal place of business at 1800 W Charleston Blvd, Las Vegas, NV 89102, (“HOSPITAL”), and **MRO Corporation** (“MRO”), having its principal place of business at 1000 Madison Ave., Ste 100, Norristown, PA 19403, (“COMPANY”). HOSPITAL and COMPANY are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, HOSPITAL and COMPANY have agreed to that certain Service Agreement for Release of Medical Information and Copying Services effective November 17, 2022 (the “Agreement”);

WHEREAS, NV ST 629.062 was enacted into law effective October 1, 2023, thereby establishing and limiting allowable fees a custodian of health care records may charge for furnishing medical records electronically;

WHEREAS, from October 2023 through April 2024, the Parties negotiated in good faith to equitably allocate for the increase in costs caused by the statutory changes;

WHEREAS, HOSPITAL and COMPANY wish to amend the Agreement in certain respects as provided in this First Amendment; and

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, HOSPITAL and COMPANY, intending to be legally bound, hereby agree as follows:

1. As of May 01, 2024, the base Monthly Fees are increased from ten thousand dollars and zero cents (\$10,000.00) to thirty-eight thousand dollars and zero cents (\$38,000.00) to equitably allocate the increase in costs caused by statutory changes, codified at NV ST 629.062, impacting the fees for furnishing medical records electronically. The Base Monthly Fees are based upon an estimated volume of six thousand, five hundred (6,500) combined billable and non-billable requests.
  - a. The Parties agree that if additional clarity is forthcoming on what a custodian of health care records of a state or local governmental entity may charge under NV ST 629.062(3)-(4), the Parties will work together in good faith to mutually agree upon further amending this Agreement.
2. As of May 01, 2024, the annual not-to-exceed amount is increased from one hundred thirty-one thousand dollars and zero cents \$131,000.00 to four hundred sixty-eight thousand dollars and zero cents (\$468,000.00).
3. COMPANY shall provide to HOSPITAL on or before the fifteenth (15<sup>th</sup>) of each month reports detailing the number of requests, the type of each request, the delivery method, the number of pages produced, the fee charged to the requestor, and any other information reasonably requested by HOSPITAL.

4. COMPANY and HOSPITAL shall meet on a quarterly basis to review the volume of requests. In the event that there is more than a fifteen percent (15%) decrease in the volume of requests processed by COMPANY, the Base Monthly Fees shall be decreased by such percentage.
5. Except as expressly amended in this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

**MRO Corporation MRO**

**University Medical Center of Southern Nevada**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Mason Van Houweling

Title: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
			32			
<b>Corporate/Business Entity Name:</b>		MRO Corporation				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1000 Madison Ave, suite 100		<b>Website:</b> www.mrocorp.com		
<b>City, State and Zip Code:</b>		Norristown, PA 19403		<b>POC Name:</b> Angela Rose; arose@mrocorp.com <b>Email:</b>		
<b>Telephone No:</b>		(610) 994-7500		<b>Fax No:</b>		
<b>Nevada Local Street Address: (If different from above)</b>		N/A		<b>Website:</b> www.mrocorp.com		
<b>City, State and Zip Code:</b>		N/A		<b>Local Fax No:</b> N/A		
<b>Local Telephone No:</b>		N/A		<b>Local POC Name:</b> N/A <b>Email:</b>		

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)
No individual holds more than 5% ownership		

**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:

Sibyl Medie

Signature

DBD28882D8CD46C...

Sibyl Medie

Print Name

5/20/2024

Date

General Counsel

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
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)

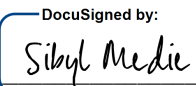
---

**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:

DocuSigned by:  
  
 Signature DBD28882D8CD46C...  
 Sibyl Medie

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Print Name  
 Authorized Department Representative

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

<b>Issue:</b>	<b>Contract Closing Reconciliation with Sound Physicians of Nevada II</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board approve and authorize the Chief Executive Officer to sign the Contract Closing Reconciliation with RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II; or take action as deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

Fund Number: 5420.0000

Fund Center: 30007230000

Description: Closing Reconciliation

Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services

Term: N/A

Amount: \$966,250.00

Out Clause: N/A

Fund Name: UMC Operating Fund

Funded Pgm/Grant: N/A

**BACKGROUND:**

On February 24, 2021, UMC and RABessler, M.D. P.C. d/b/a Sound Physicians of Nevada II (“Provider”) entered into a Professional Services Agreement (“Agreement”) for hospitalist clinical services. On September 27, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of February 29, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024. Under the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and may engage the services of a member of Sound personnel upon payment of the sum of \$75,000 per Member Physician, \$50,000 per Allied Health Provider or one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.

This request is to approve the Contract Closing Reconciliation which closes out the amounts due under Agreement which will result in a payment by UMC to Provider in the amount of \$966,250.00.

UMC’s Executive Director of Post-Acute Care Services has reviewed and recommends approval of this Reconciliation, which has been approved as to form by UMC’s Office of General Counsel.

This Reconciliation was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Governing Board.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**17**

## **CONTRACT CLOSING RECONCILIATION**

Pursuant to section 7.28 of the Professional Services Agreement (Clinical Services) dated February 24, 2021 (the “**Agreement**”) between University Medical Center of Southern Nevada (“**UMC**”) and Sound Physicians of Nevada II (“**Sound**”), by signing below, UMC and Sound acknowledge and agree as follows:

1. Sound has been contracted by UMC to provide clinical services in the specialty of hospitalist services in internal and family medicine pursuant to the Agreement.
2. On September 27, 2023, UMC issued a Notice of Non-Renewal of the Agreement with a termination date of February 29, 2024; however, the parties subsequently mutually agreed to extend the Agreement termination date through July 1, 2024 at 8:00 a.m.
3. Pursuant to section 7.28 in the Agreement, UMC is subject to a no-hire provision of any Member Physician and/or Allied Health Provider and is entitled to engage the services of a member of Sound personnel upon payment of the sum of \$75,000 per Member Physician, \$50,000 per Allied Health Provider or one half (1/2) of the annual salary of any other Sound personnel, at which time Sound shall release such individual from any restrictive covenant with Sound.
4. UMC estimates that upon the Agreement termination date, UMC’s total payment to Sound will be \$966,250 for release of the Member Physicians attached hereto as **Exhibit 1**. Such amount will be paid by UMC to Sound within thirty (30) days of the latest date this Reconciliation is executed. Upon payment by UMC, no other funds shall be due and owing.
5. This Reconciliation will be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflicts of law principles.
6. This Reconciliation may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. This Reconciliation includes all attached appendixes, schedules, or exhibits and constitutes the entire agreement between UMC and Sound relating to the release of Sound Member Physicians and Allied Health Providers from hiring restrictive covenants and supersedes all prior or contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

BY:

BY:

University Medical Center of Southern  
Nevada:

Sound Physicians of Nevada II:

---

Mason Van Houweling  
Chief Executive Officer

Dated: \_\_\_\_\_

---

Dated: \_\_\_\_\_

## **EXHIBIT 1**

A COMPLETE COPY OF THIS AGREEMENT IS ON FILE AT UMC LEGAL DEPARTMENT AT 1800  
WEST CHARLESTON BLVD., LAS VEGAS, NV 89102

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type (Please select one)</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed: 25</b>						
<b>Corporate/Business Entity Name:</b>		RABessler, M.D., P.C. dba Sound Physicians of Nevada II				
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>		1498 Pacific Ave., Suite 400		<b>Website:</b> www.soundphysicians.com		
<b>City, State and Zip Code:</b>		Tacoma, WA 98402		<b>POC Name:</b> General Counsel		
				<b>Email:</b> generalcounsel@soundphysicians.com		
<b>Telephone No:</b>		615.377.1679		<b>Fax No:</b> 615.377.1679		
<b>Nevada Local Street Address:</b>		N/A		<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

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)
Robert A. Bessler, M.D.	Sole Member	100%

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

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

☐ Yes ☒ No

(If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

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

☐ Yes ☒ No

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

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

Nicholas R. Cook, Esq.

Signature

Print Name

Deputy General Counsel and Assistant Secretary

February 10, 2021

Title

Date

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

<b>Issue:</b> <b>Education – Epic UGM Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an informational presentation from Tiffanie Fleming, Executive Director of Patient Access and Ambulatory Care, regarding Value-Based Care; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an educational presentation regarding Value-Based Care.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**18**

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

<b>Issue:</b> <b>Education – Epic UGM Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an informational presentation from Maria Sexton, Chief Information Officer on UMC’s Artificial Intelligence (A.I.) strategy; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an informational presentation regarding AI strategy at UMC.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**19**

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

<b>Issue:</b> <b>Education – Governing Board 2024 Action Plan</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review and discuss the Governing Board 2024 Action Plan, to include an informational update on the GME program; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will review the 2024 Action Plan as it relates to the GME program at UMC.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**20**

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

## GOVERNING BOARD

### AGENDA ITEM

<b>Issue:</b>	<b>Ninth Amendment to Preliminary Affiliation Agreement with UNLV and the UNLV School of Medicine</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board review discuss and consider for recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada, the approval of the Ninth 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></b>		

#### 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 2024 - 2025	
Bid/RFP/CBE: N/A	
Term: Amendment 9 – Academic Year 2024 - 2025	
Amount:	
<u>Academic Year 2024 - 2025</u>	
Academic Mission Support	NTE \$ 4,000,000.00
Resident Salaries	NTE \$16,195,741.00
	-----
NTE Total	NTE \$20,195,741.00

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  
May 29, 2024

Agenda Item #

**21**

This Ninth Amendment requests to amend Section 6 on requirements for resident salary reimbursement to set the Resident Salaries and Academic Mission Support for Academic Year 2024 - 2025.

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.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their May 22, 2024 meeting and recommended for approval by the Board of Hospital Trustees.

## NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT

THIS NINTH AMENDMENT TO PRELIMINARY AFFILIATION AGREEMENT (this “Ninth **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, 2024.

### 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, Seventh Amendment, Eighth Amendment, and Ninth Amendment to the Preliminary Affiliation Agreement to amend Schedule 1 of the Agreement for resident salaries and mission support.

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 2024-2025.

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

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

#### **1. 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 2024-2025.

#### **2. No Further Modifications**

Except as modified in this Ninth 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 Ninth Amendment, the terms of this Ninth Amendment shall prevail. This Ninth 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.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Ninth 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 Kahn, M.D.  
Dean, UNLV School of Medicine

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Approved as to Legal Form:

By: \_\_\_\_\_  
Elda Luna Sidhu  
General Counsel, University of Nevada, Las Vegas

Date: \_\_\_\_\_

## SCHEDULE 1

### Residency and Academic Mission Support – Academic Year 2024-25

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 \$4,000,000.00**

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 “Average Monthly Resident Salary Support per FTE” multiplied by 22.5% (twenty-two and one-half percent)**

**EXAMPLE:  $170.17 \times \$6,800 \times .225 = \$260,360.10$**

*For purposes for calculating the Academic Mission Support for resident teaching support the following defined terms apply:*

**“Monthly Invoiced FTE Resident Count”** means the resident FTE amount as set forth by UNLV SOM on the approved submitted monthly invoice **excluding** any FTE count for the programs highlighted in the Resident Compensation Chart below whereby the resident teaching is provided by UMC employed physicians pursuant to the employed physician’s contractual employment arrangement with UMC.

**“Average Monthly Resident Salary Support per FTE”** means the average of all salary, fringe and malpractice costs divided by the not-to-exceed total on the program chart below (i.e., 204.72). For Academic Year 2024-25 the Average Monthly Resident Salary Support per FTE is \$6,800.00.

For the purpose of joint efforts in the areas of **research and/or community outreach**, the parties may fund projects with any remaining Academic Mission Support in excess of the teaching support, up to the total Academic Mission Support set forth above (i.e., NTE \$4,000,000). Mutually agreeable joint research or community outreach projects utilizing said Academic Mission Support must be memorialized in a signed writing with terms consistent of this Agreement.

*Academic Mission Support will be paid within thirty days of approved resident salary invoice.*

**[RESIDENT COMPENSATION CHART TO FOLLOW ON NEXT PAGE]**

# RESIDENT COMPENSATION FOR THE 2024-2025 ACADEMIC YEAR:

**Resident Salaries (inclusive of benefits): Not to exceed \$16,195,741** (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.)

Programs	PGY 1	PGY 2	PGY 3	PGY 4	PGY 5	PGY 6	FTE Totals:
Cardiology	-	-	-	1.87	1.83	2.3	6.00
Child & Adolescent Psychiatry	-	-	-	0.63	-	-	0.63
Emergency Medicine	6.50	5.50	6.00	-	-	-	18.00
Endocrinology	-	-	-	0.93	1.06	-	1.99
Family Medicine	5.00	4.00	4.00	-	-	-	13.00
Family Medicine Rural	2.00	0.08	0.34	-	-	-	2.42
Gastroenterology	-	-	-	0.99	1.06	1.07	3.12
General Surgery	4.00	3.34	2.34	2.49	3.00	-	15.17
Geriatric Medicine	-	-	-	0.46	-	-	0.46
Internal Medicine	21.44	20.34	15.08	-	-	-	56.86
OB/GYN	3.5	2.72	2.99	2.82	-	-	12.03
Orthopaedic Surgery	3.56	3.44	3.00	2.90	3.40	-	16.30
Otolaryngology	1.00	2.00	1.00	2	1.00	-	7.00
Pediatrics	5.33	3.99	5.09		-	-	14.41
Pediatric Emergency Medicine	-	-	-	1.85	1.88	2.73	6.46
Plastic Surgery	1.00	1.00	1.00	1.00	1.00	1.00	6.00
Psychiatry	5.00	4.16	-	1.50	-	-	10.66
Pulmonary Critical Care/Critical Care Medicine	-	-	-	1.53	1.19	2.24	4.96
Critical Care Medicine	-	-	-	2.00	3.00	-	5.00
Surgical Critical Care	-	-	-	-	-	4.00	4.00

**204.47**

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**

<b>Issue:</b>	<b>Report from the Governing Board Strategic Planning Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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></b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the Governing Board Strategic Planning Committee meeting.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**22**

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

<b>Issue:</b>	<b>Report from the Governing Board Human Resources and Executive Compensation Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b>	Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive a report from the Governing Board Human Resources and Executive Compensation Committee; and take any action deemed appropriate. <i>(For possible action)</i></b>		

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the special meeting held on May 20, 2024 of the Governing Board Human Resources and Executive Compensation Committee meeting.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**23**

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

<b>Issue:</b> <b>Report from Governing Board Audit and Finance Committee</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive a report on the May 22, 2024 Governing Board Audit and Finance Committee meeting.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**24**

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

<b>Issue:</b> <b>Monthly Financial Report for April FY24 Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason VanHouweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update on the monthly financial report for April FY24; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update on April FY24 financial reports from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

Cleared for Agenda  
May 29, 2024

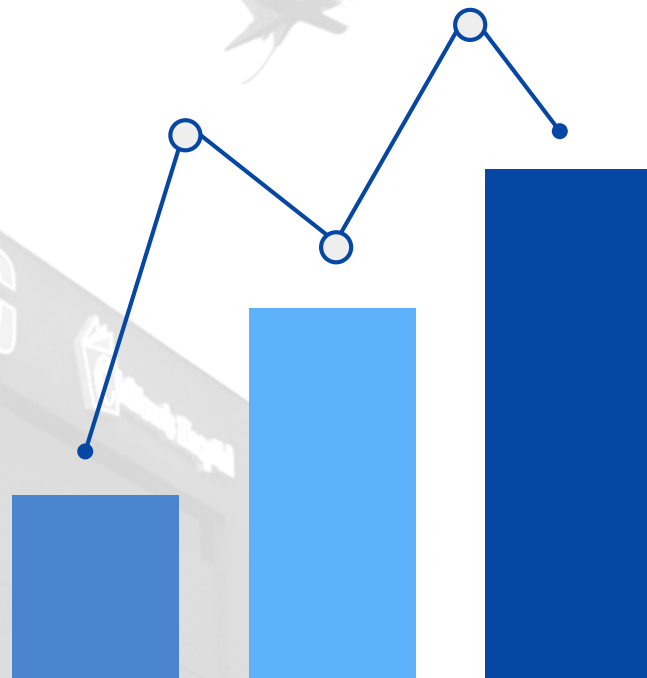
Agenda Item #

**25**



# April 2024 Financials

GB Meeting



# KEY INDICATORS APR



Current Month	Actual	Budget	Variance	% Var	Prior Year	Variance	% Var
APDs	18,399	20,996	(2,597)	(12.37%)	19,400	(1,001)	(5.16%)
Total Admissions	1,877	2,103	(226)	(10.76%)	1,951	(74)	(3.79%)
Observation Cases	900	810	90	11.11%	810	90	11.11%
AADC (Hospital)	581	663	(81)	(12.27%)	628	(47)	(7.43%)
ALOS (Admits)	6.04	6.62	(0.58)	(8.82%)	7.10	(1.06)	(14.93%)
ALOS (Obs)	1.28	1.06	0.22	20.80%	1.06	0.22	20.80%
Hospital CMI	1.76	1.84	(0.08)	(4.35%)	1.84	(0.08)	(4.35%)
Medicare CMI	2.03	1.81	0.22	12.15%	1.81	0.22	12.13%
IP Surgery Cases	790	876	(86)	(9.80%)	814	(24)	(2.95%)
OP Surgery Cases	589	499	90	17.92%	434	155	35.71%
Transplants	14	14	-	0.00%	14	-	0.00%
Total ER Visits	9,015	10,512	(1,497)	(14.24%)	9,532	(517)	(5.42%)
ED to Admission	12.67%	-	-	-	11.40%	1.26%	-
ED to Observation	10.54%	-	-	-	10.14%	0.39%	-
ED to Adm/Obs	23.21%	-	-	-	21.55%	1.66%	-
Quick Cares	18,854	20,236	(1,382)	(6.83%)	17,390	1,464	8.42%
Primary Care	7,562	9,199	(1,637)	(17.80%)	5,875	1,687	28.71%
UMC Telehealth - QC	580	604	(24)	(3.91%)	509	71	13.95%
OP Ortho Clinic	2,194	2,557	(363)	(14.19%)	1,564	630	40.28%
Deliveries	92	138	(46)	(33.26%)	101	(9)	(8.91%)

# SUMMARY INCOME STATEMENT APR



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$79,616,443	\$81,396,325	(\$1,779,882)	(2.19%)	●
Net Patient Revenue as a % of Gross	18.36%	17.85%	0.51%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$80,373,873	\$78,759,701	(\$1,614,172)	(2.05%)	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$757,430)	\$2,636,625	(\$3,394,054)	(128.73%)	●
Add back: Depr & Amort.	\$4,060,502	\$3,246,768	(\$813,733)	(25.06%)	●
Tot Inc from Ops plus Depr & Amort.	\$3,303,072	\$5,883,393	(\$2,580,321)	(43.86%)	●
Operating Margin (w/Depr & Amort.)	4.15%	7.23%	(3.08%)	-	

# SUMMARY INCOME STATEMENT



REVENUE	Actual	Budget	Variance	% Variance	
Total Operating Revenue	\$802,672,110	\$815,373,628	(\$12,701,519)	(1.56%)	●
Net Patient Revenue as a % of Gross	19.04%	17.71%	1.33%	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$791,430,333	\$795,356,823	\$3,926,490	0.49%	●
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	\$11,241,776	\$20,016,805	(\$8,775,029)	(43.84%)	●
Add back: Depr & Amort.	\$39,466,893	\$33,292,246	(\$6,174,648)	(18.55%)	●
Tot Inc from Ops plus Depr & Amort.	\$50,708,670	\$53,309,051	(\$2,600,382)	(4.88%)	●
Operating Margin (w/Depr & Amort.)	6.32%	6.54%	(0.22%)		

# SALARY & BENEFIT EXPENSE APR



	Actual	Budget	Variance	% Variance	
Salaries	\$31,916,996	\$31,905,798	\$11,198	0.04%	●
Benefits	\$14,997,726	\$15,403,276	(\$405,549)	(2.63%)	●
Overtime	\$1,025,318	\$1,132,428	(\$107,110)	(9.46%)	●
Contract Labor	\$2,352,335	\$957,008	\$1,395,328	145.80%	●
<b>TOTAL</b>	<b>\$50,292,376</b>	<b>\$49,398,509</b>	<b>\$893,866</b>	<b>1.81%</b>	●

# EXPENSES APR



	Actual	Budget	Variance	% Variance	
Professional Fees	\$2,707,346	\$3,029,333	(\$321,987)	(10.63%)	●
Supplies	\$13,764,458	\$13,888,595	(\$124,138)	(0.89%)	●
Purchased Services	\$6,753,144	\$6,193,971	\$559,173	9.03%	●
Depreciation	\$2,444,566	\$2,390,888	\$53,679	2.25%	●
Amortization	\$1,615,936	\$855,881	\$760,055	88.80%	●
Repairs & Maintenance	\$996,034	\$934,099	\$61,935	6.63%	●
Utilities	\$470,312	\$800,882	(\$330,570)	(41.28%)	●
Other Expenses	\$1,158,059	\$1,027,474	\$130,585	12.71%	●
Rental	\$171,643	\$240,068	(\$68,426)	(28.50%)	●
<b>Total Other Expenses</b>	<b>\$30,081,497</b>	<b>\$29,361,191</b>	<b>\$720,306</b>	<b>2.45%</b>	●

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

<b>Issue:</b> <b>Kirk Kerkorian School of Medicine Dean’s Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b> <b>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></b>	

**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  
May 29, 2024

Agenda Item #

**26**

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

<b>Issue:</b> <b>CEO Update</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <i>(For possible action)</i></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

The Governing Board will receive an update from Mason Van Houweling, Chief Executive Officer, University Medical Center of Southern Nevada.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**27**

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

<b>Issue:</b> <b>Emerging Issues</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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>)</b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None.

Cleared for Agenda  
May 29, 2024

Agenda Item #

**28**

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

<b>Issue:</b> <b>Closed Door Session</b>	<b>Back-up:</b>
<b>Petitioner:</b> Mason Van Houweling, Chief Executive Officer	<b>Clerk Ref. #</b>
<b>Recommendation:</b>  <b>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></b>	

**FISCAL IMPACT:**

None

**BACKGROUND:**

None

Cleared for Agenda  
May 29, 2024

Agenda Item #

**29**