AGENDA

University Medical Center of Southern Nevada
HOSPITAL ADVISORY BOARD
January 12, 2011, 4:00 P.M.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Hospital Advisory Board has been called and will be held on Wednesday, January 12, at 4:00 p.m. at the Delta Point Building, Emerald Conference Room (1st Floor), 901 Rancho Lane, Las Vegas, Nevada to consider the following:

| This meeting has been properly noticed and posted in the following locations: |
| University Medical Center | CC Government Center | Third Street Building | Regional Justice Center |
| 1800 W. Charleston Blvd. | 500 S. Grand Central Pkwy. | 309 S. Third St. | 200 Lewis Ave., 1st Flr. |
| Las Vegas, NV (Principal Office) | Las Vegas, NV | Las Vegas, NV | Las Vegas, NV |

The agenda is available on UMC’s Internet Website, www.umcsn.com

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

1. Approval of Minutes of the regular Hospital Advisory Board meeting on December 8, 2010.
   *(Available at the University Medical Center, Administration Office)*

2. Approval of Agenda

SECTION 2. CONSENT ITEMS

3. Approve the Credentialing Activities authorized by University Medical Center of Southern Nevada’s Medical Executive Committee on December 16, 2010.

4. Approve the Delineation of Privileges for the Department of Surgery of University Medical Center of Southern Nevada.

5. Approve the amended Conflict Management Leadership Policy for University Medical Center of Southern Nevada.

6. Approve Amendment One to Agreement for Physician Professional Services between Cardiovascular Anesthesia Consultants, LLP and University Medical Center of Southern Nevada for cardiovascular anesthesia services; and authorize the Chief Executive Officer to sign the amendment.

7. Approve Amendment One to IV Services Agreement between Central Admixture Pharmacy Services, Inc. and University Medical Center of Southern Nevada for compounded sterile preparation services; and authorize the Chief Executive Officer to sign the amendment.

8. Approve Amendment One to Spinal Implant Agreement between Spineology, Inc. and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign this Amendment One and other future amendments with various suppliers who have signed the Spinal Implant Agreement.
9. Approve Amendment One to Agreement for Direct Patient Care by Provider for Plastic, Micro and Replantation Surgery between University Medical Center of Southern Nevada and University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. d/b/a Med School Associates South; and authorize the Chief Executive Officer to sign the agreement.

10. Approve Amendment Two to Contract for Reconciliation/Pre-Collect Services between Firstsource Solutions USA, LLC and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the amendment.

11. Approve Amendment Four to Management Services Agreement between Aramark Management Services Limited Partnership and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the amendment.

12. Approve Amendment Four to Pharmacy Provider Agreement between Catalyst Rx and University Medical Center of Southern Nevada on Medicare Prescription Drug Benefits; and authorize the Chief Executive Officer to sign the amendment.

13. Approve the Assignment, Assumption and Consent Agreement for emergency medical services between Emergency Physicians Medical Group, Inc., Emergency Medicine Physicians of Clark UMC (McCourt), PLLC, and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreement.

14. Approve the Assignment of Service Agreement between IntelliCentrics, Inc. and University Medical Center of Southern Nevada on vendor credentialing services; and authorize the Chief Executive Officer to sign the agreement.

15. Approve the Agreement for Participation in Blue Distinction Centers for Spine Surgery between Blue Cross and Blue Shield Association and Anthem Blue Cross Blue Shield, and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreement.

16. Approve Renewal Letters for legal services with Gonzalez, Saggio & Harlan, LLP; Howard Law Firm; JI Pittegoff Ltd. d/b/a Pittegoff Law Office; Jimmerson Hansen, PC; Lewis, Brisbois, Bisgaard & Smith, LLP; Mandelbaum & Schwarz d/b/a Mandelbaum, Schwarz, Ellerton & McBride; Morris, Polich & Purdy, LLP; and Parker, Nelson & Associates, Chtd.; and authorize the Chief Executive Officer to sign the Letters.

17. Approve the Contracted Pharmacy Services Agreement between Walgreen Co. and University Medical Center of Southern Nevada on 340B Drug Program; and authorize the Chief Executive Officer to sign the agreement and any amendment that only adds pharmacy locations.

SECTION 3. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA

SECTION 4. BUSINESS ITEMS

18. That the Hospital Advisory Board receive a presentation on UMC’s 2011 ad campaign presented by B&P Advertising; and direct staff accordingly.

19. That the Hospital Advisory Board receive a report on the status of the RFI for the electronic health record, its process and progress; and direct staff accordingly.

20. That the Hospital Advisory Board identify and discuss the formed standing committees and their functions and responsibilities; and direct staff accordingly.

21. That the Hospital Advisory Board receive a report on the bidding and RFP process at UMC; and direct staff accordingly.

22. That the Hospital Advisory Board receive a report on the status of the consulting engagement with FTI Healthcare; and direct staff accordingly.
23. That the Hospital Advisory Board discuss the need for conflict of interest disclosure; and direct staff accordingly.

24. That the Hospital Advisory Board identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly.

SECTION 5. DISCUSS AND SET NEXT HOSPITAL ADVISORY BOARD MEETING TIME AND LOCATION

SECTION 6. PUBLIC COMMENT

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.

Dated January 12, 2011

AFFIDAVIT OF POSTING

Notice/agenda of the University Medical Center of Southern Nevada Hospital Advisory Board scheduled for Wednesday, January 12, 2011, at 4:00 p.m. in the Delta Point Building, Emerald Conference Room (1st Floor), was posted per open meeting law requirements at the following locations:

Clark County Government Center Lobby
Regional Justice Center
Third Street Building
University Medical Center Administration Offices
Issue: December 2010 Physician Credentialing Activities.

Petitioner: Kathleen Silver, Chief Executive Officer, University Medical Center

Recommendation:

That the Hospital Advisory Board approve the Credentialing Activities authorized by University Medical Center of Southern Nevada’s Medical Executive Committee on December 16, 2010.

FISCAL IMPACT:

None

BACKGROUND:

As per Medical Staff Bylaws, Credentialing actions will be approved by the Medical Executive Committee and submitted to the Hospital Advisory Board monthly. This action grants practitioners and Allied Health Providers the authority to render care within UMC. The Medical Executive Committee, as outlined in the backup, approved the Credentialing on December 16, 2010.
The following credentialing activities were reviewed and approved by the MEC:

General Surgery Delineation of Privileges Revisions (Bariatric Section) PP 1-6
*Added Bariatrics to the section of Surgery and Dr. Tsuda will be the section Chief of Bariatrics

I. CREDENTIALS

A. APPLICATIONS FOR PROVISIONAL STAFF

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B. REAPPOINTMENTS TO STAFF

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C. ALLIED HEALTH INITIAL APPLICANTS

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D. ALLIED HEALTH ANNUAL EVALUATIONS

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E. ALLIED HEALTH REMOVAL

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F. ALLIED HEALTH ADDITIONAL SPONSOR

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</thead>
<tbody>
<tr>
<td>1</td>
<td>Marrero</td>
<td>Rita</td>
<td>A</td>
<td>CNM</td>
<td>Ob/Gyn</td>
<td>Donald Roberts, MD</td>
<td>Annette Mayes, MD</td>
</tr>
</tbody>
</table>

G. RESIGNATIONS

<table>
<thead>
<tr>
<th></th>
<th>First Name</th>
<th>Last Name</th>
<th>Gender</th>
<th>Title/Designation</th>
<th>Specialty</th>
<th>Hospital/Center</th>
<th>Medical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Anh</td>
<td>Daejoon</td>
<td></td>
<td>MD</td>
<td>Medicine/Cardiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Brown</td>
<td>Gregory</td>
<td>P</td>
<td>MD</td>
<td>Medicine/Psychiatry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Crowley</td>
<td>Michael</td>
<td>A</td>
<td>MD</td>
<td>Anesthesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Hambrecht</td>
<td>Scott</td>
<td>DPM</td>
<td>Surgery/Podiatry</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Mehta</td>
<td>Devyani</td>
<td>J</td>
<td>MD</td>
<td>Anaesthesiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Shah</td>
<td>Dhaval</td>
<td>J</td>
<td>MD</td>
<td>Medicine/Infectious Disease</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Spaccavento</td>
<td>Leo</td>
<td>J</td>
<td>MD</td>
<td>Medicine/Cardiology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Stumpf</td>
<td>Paul</td>
<td>G</td>
<td>MD</td>
<td>Obstetrics and Gynecology</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

H. CHANGE IN STAFF STATUS

<table>
<thead>
<tr>
<th></th>
<th>First Name</th>
<th>Last Name</th>
<th>Gender</th>
<th>Title/Designation</th>
<th>Specialty</th>
<th>Hospital/Center</th>
<th>Medical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adolfo</td>
<td>Edwin</td>
<td>N</td>
<td>MD</td>
<td>Anesthesia</td>
<td>Courtesy to Associate</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Farbman</td>
<td>Eric</td>
<td></td>
<td>MD</td>
<td>Medicine/Neurology</td>
<td>Request Active Status</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Galloway</td>
<td>Kevin</td>
<td>L</td>
<td>DO</td>
<td>Obstetrics and Gynecology</td>
<td>Release from Prov/Mon to Associate</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Wahid</td>
<td>Shahid</td>
<td>L</td>
<td>DO</td>
<td>Medicine/Gastroenterology</td>
<td>Request Active Status</td>
<td></td>
</tr>
</tbody>
</table>

I. REMOVE FROM STAFF

<table>
<thead>
<tr>
<th></th>
<th>First Name</th>
<th>Last Name</th>
<th>Gender</th>
<th>Title/Designation</th>
<th>Specialty</th>
<th>Hospital/Center</th>
<th>Medical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Becker</td>
<td>Michael</td>
<td>D</td>
<td>DO</td>
<td>Radiology</td>
<td>No longer with Contracted Group</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Jayasooriya</td>
<td>Shirane</td>
<td>M</td>
<td>MD</td>
<td>Medicine/Physical Medicine/Rehabilitation</td>
<td>Failure to Complete Reappointment</td>
<td></td>
</tr>
</tbody>
</table>

J. REQUEST FOR LEAVE OF ABSENCE

<table>
<thead>
<tr>
<th></th>
<th>First Name</th>
<th>Last Name</th>
<th>Gender</th>
<th>Title/Designation</th>
<th>Specialty</th>
<th>Hospital/Center</th>
<th>Medical Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Seema</td>
<td>Sharma</td>
<td>MD</td>
<td>Pediatrics</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
K. REQUEST FOR ADDITIONAL PRIVILEGES

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Initial</th>
<th>Specialty</th>
<th>Department</th>
<th>Additional Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jackson</td>
<td>T</td>
<td>Surgery/Ophthalmology</td>
<td>NV Eye Care Professionals</td>
<td>Glaucoma Drainage and/or Implant Procedures</td>
</tr>
<tr>
<td>2</td>
<td>Shen</td>
<td>G</td>
<td>Surgery/General Surgery</td>
<td>UNSOM/Surgery</td>
<td>Transplant Privileges</td>
</tr>
</tbody>
</table>

L. REQUEST FOR ADDITIONAL DEPARTMENT

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Initial</th>
<th>Specialty</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alburki</td>
<td>A</td>
<td>Ambulatory Care</td>
<td>Ambulatory Care Float Pool</td>
</tr>
<tr>
<td>2</td>
<td>Cleveland</td>
<td>C</td>
<td>Emergency Medicine</td>
<td>Request for Trauma Emergency</td>
</tr>
</tbody>
</table>
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Delineation of Privileges for the Department of Surgery.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve the Delineation of Privileges for the Department of Surgery of University Medical Center of Southern Nevada.

FISCAL IMPACT:

None

BACKGROUND:

This request is to approve the Delineation of Privileges for the Department of Surgery as approved by the Medical Executive Committee on December 16, 2010. The following change was made:

- Updated the Bariatric Surgery Criteria.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011
The establishment of privileges and procedures in the Department of Surgery shall be in accordance with the Bylaws of the Medical and Dental Staff in the Department of Surgery have privileges to admit, treat adult and pediatrics patients and to direct the course of treatment for the condition for which these patients are admitted.

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

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

**Minimal Formal Training:**
- Successful completion of an accredited ACOM or AOA.
- Residency training program in surgery.
- On initial application, must be Board certified by the American Board of Surgery or certified by the American Board of Medical Specialist (or equivalent by the American Osteopathic Association) or eligible to sit or Board as defined by successful completion of Part I of the certification examination and, thereafter certified within five (5) years.

**Experience:**
- Must be able to demonstrate that he/she has performed a sufficient number of procedures, treatments, or therapy for privileges requested in the past 24 months to be able to assess his or her clinical competence.

The following categories DO NOT entitle the physician to CORE or Special Privileges.

Please READ THE DESCRIPTIONS CAREFULLY and only check either **Refer & Follow** or **Courtes Consulting** or **CORE General Surgery Privileges**.

<table>
<thead>
<tr>
<th>PRIVILEGE</th>
<th>SPECIAL REQUIREMENTS</th>
<th>Re = REQUESTED</th>
<th>Ap = APPROVED</th>
<th>Ce = APPROVED WITH CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REFER &amp; FOLLOW:</strong></td>
<td></td>
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<tr>
<td>MAY read patient chart;</td>
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<tr>
<td>may write notes in patient</td>
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<tr>
<td>chart; may talk to patient</td>
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<tr>
<td>and patients' caregivers;</td>
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<tr>
<td>may consult with Attending</td>
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<tr>
<td>Physician.</td>
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<tr>
<td>MAY NOT admit patient;</td>
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<tr>
<td>may not write orders in pat</td>
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<td>ient chart; may not manage</td>
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<tr>
<td>patient care; may not func</td>
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<td>tion as Sponsor or an Alli</td>
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<td>ed Health Provider.</td>
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<tr>
<td><strong>COURTESY CONSULTING:</strong></td>
<td></td>
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<tr>
<td>MAY read patient chart;</td>
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<tr>
<td>may write orders and notes</td>
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<td>in patient chart; may talk</td>
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<tr>
<td>to patient and patients’</td>
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<tr>
<td>caregivers; may consult</td>
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<tr>
<td>with Attending Physician.</td>
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<tr>
<td>MAY NOT function as Sponsor</td>
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<tr>
<td>or an Allied Health</td>
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<tr>
<td>Provider.</td>
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</tbody>
</table>

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

**CORE PRIVILEGES**

I hereby request CORE general surgery privileges that include the performance of surgical procedures (including admission, consultation, workup, 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.
<table>
<thead>
<tr>
<th>PRIVILEGE</th>
<th>SPECIAL REQUIREMENTS</th>
<th># REQUIRED</th>
<th># APPROVED</th>
<th>CHA/APPROVED INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Surgery Privileges</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Admit Patients and perform history/physical exam for patients with</td>
<td></td>
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<tr>
<td>general surgery related problems, Provide consultation on patients'</td>
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<tr>
<td>general surgery related problems, Order diagnostic studies/procedures</td>
<td></td>
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</tr>
<tr>
<td>related to general surgery related problems, Treat/manage patients</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>related to general surgery related problems, Supervise (Supervise/teach</td>
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<tr>
<td>medical students and residents on the General Surgery Service,</td>
<td></td>
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</tr>
<tr>
<td>Supervise Allied Health Professionals on the General Surgery Service.</td>
<td></td>
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<tr>
<td>Integumentary System (Breast, skin, and soft tissue) Musculoskeletal</td>
<td></td>
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</tr>
<tr>
<td>System Gastrointestinal Tract (Mouth, Esophagus, Stomach Intestines,</td>
<td></td>
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</tr>
<tr>
<td>Anus/Rectum/Colon) Liver, Biliary Tract, Pancreas, Peritoneum, Abdomen</td>
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<tr>
<td>including hernias).</td>
<td></td>
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</tr>
<tr>
<td>Female Genital (Uterus, Tubes, Ovaries), Endocrine (Thyroid, Parathyroid,</td>
<td></td>
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</tr>
<tr>
<td>Thymus, Adrenals, Carotid Body).</td>
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<td></td>
</tr>
<tr>
<td>Hyperalimentation, Chest/Respiratory Tract (Lungs-non-resectional,</td>
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<tr>
<td>Pleura, Diaphragm, Trachea-non-reconstructive).</td>
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<tr>
<td>Emergency Vascular Repair</td>
<td></td>
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<tr>
<td>Urinary Tract (Kidney, Ureters, Bladder, Testicles, and spermatic cord)</td>
<td></td>
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</tr>
<tr>
<td>Nervous System (Sympathectomy/Neurectomy)</td>
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<tr>
<td>Hernic and Lymphatic System (Spleen and Lymph Nodes)</td>
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<tr>
<td>Burn Care</td>
<td></td>
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<tr>
<td>General Laparoscopic Surgery:</td>
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</tr>
<tr>
<td>Diagnostic laparoscopy, laparoscopic choleosystectomy, laparoscopic</td>
<td></td>
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<tr>
<td>appendectomy</td>
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</tbody>
</table>

**SPECIAL PRIVILEGES**

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

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

- Acceptable supervised training in residency, fellowship or other acceptable program;
- AND
- Demonstration of knowledge of indications for the procedure/therapy, PLUS
- 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 departmental rules and regulations governing the exercise of specific privileges.

<table>
<thead>
<tr>
<th>PRIVILEGE</th>
<th>SPECIAL REQUIREMENTS</th>
<th># REQUIRED</th>
<th># APPROVED</th>
<th>CHA/APPROVED INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bariatric Surgery</td>
<td>See attached criteria</td>
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</tr>
<tr>
<td>Laparoscopic Adjustable Gastric Band Surgery</td>
<td>See attached criteria</td>
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<tr>
<td>Elective Vascular:</td>
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<tr>
<td>Major Vascular-Veins and Arteries</td>
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<tr>
<td>Peripheral Vascular-Veins and Arteries</td>
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<tr>
<td>Endovascular Prosthesis for Repair of Aortic Aneurysm</td>
<td>See attached criteria</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Peripheral Endovascular Stent Placement and Peripheral Aneurysm</td>
<td>See attached criteria</td>
<td></td>
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<tr>
<td>Hyperbaric</td>
<td></td>
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<tr>
<td>Laser Surgery: (Circle each being requested)</td>
<td>See attached criteria</td>
<td></td>
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<tr>
<td>Co2, Yag, Holmium, KTP</td>
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</tbody>
</table>

Transplantation:
- Kidneys,
- Liver,
- Pancreas,
- Small Bowel

<table>
<thead>
<tr>
<th>MODERATE SEDATION</th>
<th>See attached sedation policy</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEEP SEDATION</td>
<td>See attached sedation policy</td>
</tr>
</tbody>
</table>

Endoscopy:
- Esophagogastroduodenoscopy
- Colonoscopy

Cystoscopy                            | See attached criteria       |

Advanced Laparoscopic Surgery:
Those advanced laparoscopic procedures that require advanced skills such as the ability to perform laparoscopic suturing, i.e. laparoscopic common bile duct, laparoscopic anti-reflux procedures, laparoscopic colon resection, laparoscopic solid organ procedures.

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 life saving 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.

I have attached the supporting documentation required to request these General Surgery CORE and SPECIAL PRIVILEGES.

APPLICANT SIGNATURE

I recommend the CORE and SPECIAL privileges requested:

CHIEF, DEPARTMENT OF SURGERY

DATE

Page 3 of 6
BARIATRIC SURGERY CRITERIA

Initial:
A. Track One – Fellowship Track
   i. Successful completion of Minimally-Invasive Bariatric Surgery Fellowship; AND
   ii. Performance of 12 successful cases in the past 12 months OR a letter from the Program Director indicating competence in bariatric surgery; AND
   iii. Must have Advanced Laparoscopic surgery privileges.

B. Track Two – Non-Fellowship Track
   i. Successful completion of a Minimally-Invasive Bariatric Surgery course that offers Category I CME credit and is approved by the Medical Directory of Bariatrics and the Chief of Surgery; AND
   ii. Must have performed a lifetime 125 bariatric cases as primary surgeon, with at least 12 cases within the past 12 months; or proctorship of 12 laparoscopic bariatric cases by the Chief of Bariatric Surgery or a bariatric surgeon approved by the Chief of Surgery; AND
   iii. Must have Advanced Laparoscopic surgery privileges.

Reappointment:
At the time of reappointment, physician must provide:
   i. 10 CME hours in Bariatric Surgery; AND
   ii. 10 cases that have been performed in the previous reappointment period (primary and assistant cases).

LAPAROSCOPIC ADJUSTABLE GASTRIC BAND SURGERY CRITERIA

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

Reappointment:
At the time of reappointment, physician must provide:
   i. 10 CME hours in Laparoscopic Adjustable Gastric Band Surgery; AND
   ii. 10 cases that have been performed in the previous reappointment period (primary and assistant cases).

QUALIFICATIONS FOR HYPERBARIC:

Initial:
   1. Applications will be submitted in writing to the Medical Director of Hyperbaric Medicine for initial review. All completed applications will be submitted to the applicant's department chief for final approval and granting additional privileges.
   2. Must be an Active, or Associate, or Associate/Provisional member of University Medical Center Medical and Dental Staff.
   3. Must be Board Eligible or certified in the applicant's department's specialty.
   4. Must show documentation of attendance at and completion of a Hyperbaric Medicine course (recognized by the Undersea and Hyperbaric Medical Society) within two years of the application for privileges. The course material and lectures must include Hyperbaric physiology, clinical applications and complications; OR Performance of at least 50 cases performed in past 12 months.

Reappointment:
At the time of reappointment, physician must provide:
   1. Continuing Medical Education – Documentation of 4 hours of Hyperbaric Medicine related CME's every two years; OR
   2. 100 cases that have been performed in the previous reappointment period.

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

Department of Surgery
Delineation of Privileges Section of General Surgery
University Medical Center of Southern Nevada
i. 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 including a statement of patient outcomes including morbidity and mortality events, and

iv. 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

iii. Complete proctorship of the first 10 Endovascular prosthesis for repair of aortic aneurysm cases. These cases must be in the past 12 months with documented successful outcomes and may be performed at UMC or provided from another institution within the community. Proctor(s) may not have professional association, business or family relationship with Physician under proctorship.

To begin this proctoring, the following physicians are eligible to serve as proctors:
Paul Bandt, MD Steven Topham, MD Michael Carducci, MD Michael Schulz, MD Jay Kang, MD Steven Portz, MD Physicians who have successfully completed 10 proctor cases may then proctor other physicians requesting these privileges.

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

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. Successfully complete proctorship of the first 5 cases of peripheral endovascular stent placement and first 5 cases of peripheral angioplasty performed at UMC.

b. Track Two – Non-Fellowship Track

i. Provide documentation of successful completion of one “hands-on” peripheral vascular course in each stenting and angioplasty method; and

ii. Privileges under proctorship (Interim Privileges) will be granted upon approval by the Credentials Committee for the first 5 cases, and

iii. 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.

To begin this proctoring, the following physicians are eligible to serve as proctors:
Rajneesh Agrawal, MD Eijaz Kambhoj, MD Paul Bandt, MD Howard Tischler, MD Joseph Carusio, MD Steven Topham, MD Physicians who have successfully completed the 5 proctored cases may then proctor other physicians requesting these privileges.

GENERAL LAPAROSCOPIC SURGERY CRITERIA (INITIAL)

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on animate, didactic course. OR

2. Performance of at least 10 cases performed in past 12 months.
The above criterion is for initial General Laparoscopic Surgery Privileges.

ADVANCED LAPAROSCOPIC SURGERY CRITERIA

1. Demonstrated training, experience and competence in residency or fellowship training program or documentation of post-graduate hand-on animate, didactic course.

2. Performance of at least 10 cases performed in past 12 months.
The above criterion is for initial Advanced Laparoscopic Surgery Privileges.

Department of Surgery Delineation of Privileges Section of General Surgery
University Medical Center of Southern Nevada
At the time of reappointment, physician must provide 5 cases that have been performed in the previous reappointment period.

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

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

CRITERIA FOR MODERATE AND DEEP SEDATION PRIVILEGES:

- **Moderate Sedation**
  Physician must provide:
  - ACLS, or ATLS, NRP, or PALS (as appropriate to patient population); OR
  - Successful completion of Airway management Skills Checklist verified by an anesthesiologist on UMC’s Medical Staff; OR
  - Successful completion of Airway management Skills Checklist verified by ACLS airway station instructor one year after ACLS, ATLS, PALS, or NRP class AND
  - A letter from peer indicating the physician has performed at least five (5) sedation cases in the previous 12 months and outcomes have been successful OR five (5) successful Sedation / Anesthesia cases over the previous 12 months period;

- **Deep Sedation**
  All the above AND Five (5) intubations in the last 12 months.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Administrative Policy and Procedure Manual on Leadership Conflict Management for UMC.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve the amended Conflict Management Leadership Policy for University Medical Center of Southern Nevada.

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Fund #:</th>
<th>N/A</th>
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<tbody>
<tr>
<td>Fund Center:</td>
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<td>Fund Name:</td>
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<td>Amount:</td>
<td>N/A</td>
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</table>

BACKGROUND:

This request is to approve the amended UMC Conflict Management Leadership Policy that was newly created as a result of The Joint Commission Standard and approved by the Medical Executive Committee on November 2010.

The purpose of this policy is to establish a well-defined mechanism for promptly and amicably managing, and when possible, resolving conflict between leaders and/or leadership groups, and members of the Organized Medical Staff in order to protect and enhance the quality and safety of care provided to UMC's patients. This policy is mandated by The Joint Commission.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item # 5
PURPOSE:

The Board of Hospital Trustees has ultimate authority and accountability for the safety and quality of care, treatment, and services within the Hospital, as well as the general operations of the Hospital. In fulfilling its responsibilities, however, the Board delegates authority for certain aspects of the Hospital’s operations to various individuals and groups, including, but not limited to, the following: officers of the Board; committees of the Board; individual members of the Board; Hospital Executives, Administrators, and other senior managers (collectively “Senior Management”); Senior Management Committees; committees of the organized Medical Staff; and individual Medical Staff leaders.

Each of these leadership groups, as well as individual leaders, participates in the governance of UMC by performing within their respective areas of responsibility, as set forth in UMC’s Bylaws, UMC’s Medical and Dental Staff Bylaws, hospital policies, policies and rules and regulations, and related documents.

While all of these leadership groups and individual leaders strive to work in collaborative and cooperative fashion to produce a well-functioning organization, UMC recognizes that it is inevitable that conflicts among leadership groups and/or individual leaders or those groups with regard to responsibilities, accountabilities, policies, practices, and/or procedures will occur. If not managed promptly and effectively, such conflicts have the potential to adversely impact not only the efficient operation of the hospital, but also the delivery of quality patient care.

PURPOSE:

The purpose of this policy is to establish a well-defined mechanism for promptly and amicably managing, and when possible, resolving conflicts between leaders and/or leadership groups, and members of the Organized Medical Staff (OMS) in order to protect and enhance the quality and safety of care provided to UMC’s patients.

I. Basic Principles

UMC’s leadership adopts the following as fundamental principles essential to the implementation of a successful conflict management process:

- A willingness to acknowledge the existence of conflict;
- Open communication;
- Maintaining an environment of mutual respect while addressing conflict;
• Acceptance and tolerance of differing perspectives;
• A commitment to fairness;
• Educating all leadership groups about conflict management policy;
• Ongoing development of conflict management processes with input from all leadership groups;
• Expectation that leadership will use the conflict management process and holding leadership accountable.

II. Opportunities for Conflict Management

A. Conflicts may arise between and among leaders and leadership groups that could prevent them from optimally fulfilling their duties. Such conflicts may include, but are not limited to, the following:

1. Personal conflict between individual leaders;
2. concern by one leader that another leader should not participate in a particular activity or duty because of a personal conflict of interest;
3. disagreement of one leader or leadership group with the actions or recommendations of another leader or leadership group;
4. concern that duties that have been delegated to one leader or leadership group are being performed by another leader or leadership group to whom such duties have not been delegated;
5. concern by a leader or leadership group that their input has not been sought as appropriate, or has not been appropriately considered;
6. concern by a leader or leadership group about the type or extent of leadership duties delegated to that leader or leadership group; and
7. concerns or issues raised from individual physicians

B. If a particular conflict has the potential to affect the safety or quality of care, treatment or services, or the orderly operations of the Hospital, it should be resolved as soon as possible in accordance with this Policy.

III. Conflict Management:

A. Informal Conflict Management:

1. Individual leaders or leadership groups who are experiencing a conflict should first make reasonable efforts to manage and, when possible, resolve the matter collegially and informally. In doing so, leaders and leadership groups must follow the basic principles set forth in this Policy, as well as, any applicable Conflicts of Interest Policy or other bylaw, rule, regulation, or policy governing the conflict question. At a minimum, the individual leaders, or appropriate representatives of leadership groups, shall meet to discuss the matter.

2. Leaders or leadership groups may request assistance of the Chief of Staff or designee or Chief Executive Officer for informal conflict management by making a written request to the Chief of Staff directly or the Chief Human Resources Officer or his/her designee.
3. If informal efforts at conflict management are not successful, or if a leader or leadership group believes that those efforts would be ineffective in a particular circumstance, the leader or leadership group may request a formal process for leadership conflict management by submitting a written request to the Chief of Staff or designee to appear before the Medical Executive Committee.

4. If a conflict within the OMS exists, the medical staff member should first discuss the issue with the Department Chief in an effort to resolve the conflict.

B. Formal Conflict Management

Upon request by a leader, leadership group, or individual physician for formal conflict management, the Chief of Staff or designee, may in consultation with the Chief Human Resources Officer, take one or more of the following actions:

1. Meet personally with one or more of the leaders, leadership groups, or individual physician to gather additional information about the conflict, or designate another member of the Senior Management, or Medical Staff to do so;

2. Instruct the leaders, leadership groups, or individual physician who requested formal review of the conflict to make additional efforts to come to mutual agreement on the matter;

3. Appoint an individual or group of individuals (internal or external) to meet with the leaders or leadership groups experiencing the conflict and make a recommendation regarding how to best manage or resolve the conflict; and/or

4. Schedule the matter for consideration

C. Conflict “Resolution”

If, in the opinion of the Chief of Staff, the conflict cannot be appropriately managed through mutual agreement of the leaders, leadership groups, or individual physicians involved, either through informal or formal resolution, the Board shall have ultimate authority to manage and/or resolve any conflict arising between individual leaders, leadership groups, individual physicians, or the OMS and the Medical Executive Committee. Such Board action shall be final and not subject to appeal.

D. Conflict Resolution OMS & Board of Hospital Trustees

If there is a conflict between the OMS and the Board of Hospital Trustees, the Joint Conference Committee, at their next regularly scheduled meeting, will address the issue.

IV. Education and Training:

A. General Leadership Training

To facilitate the successful resolution of conflicts between and among leaders, leadership groups, or individual physicians, education and training in conflict management may be available and offered periodically. All leaders are encouraged to attend this education and training. Training and objectives will be to educate leadership groups regarding: the basic principles of conflict management; the importance of early recognition and intervention in response to conflict; and the expectation that all leaders will be committed to follow the
conflict management process.

B. Interveners

1. The Medical Executive Committee will work with leaders, leadership groups and individual physicians to identify and develop an appropriate panel of internal "interveners" to facilitate both informal and formal conflict management processes in accordance with this Policy. Such interveners shall demonstrate that they have the appropriate counseling, communication, negotiation, and facilitation skills necessary to perform conflict management, or a training program shall be developed/identified to assure that identified interveners acquire the appropriate skills.

2. Human Resources may also identify external resources depending on the nature of the conflict for trained conflict management facilitators/interveners for appropriate circumstances.

3. The Medical Executive Committee may also identify external resources depending on the nature of the conflict for trained conflict management facilitators/interveners for appropriate circumstances.
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**  
**HOSPITAL ADVISORY BOARD**  
**AGENDA ITEM**

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Amendment 1 to Agreement for Physician Professional Services with Cardiovascular Anesthesia Consultants, LLP.</th>
<th>Back-up:</th>
</tr>
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<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
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**Recommendation:**

That the Hospital Advisory Board approve Amendment One to Agreement for Physician Professional Services between Cardiovascular Anesthesia Consultants, LLP and University Medical Center of Southern Nevada for cardiovascular anesthesia services; and authorize the Chief Executive Officer to sign the amendment.

**FISCAL IMPACT:**

| Fund #: 5420.000 | Fund Name: UMC Operating Fund |
| Fund Center: 3000723000 | Amount: $22.74 per anesthesia unit delivered |

Additional Comments: UMC will compensate Provider for self-pay patients that have no payor source, are not covered by Clark County Social Service, and will not be eligible for obtaining any type of payor source at the rate of $22.74 per anesthesia unit delivered, including heart valves and bypass, tracheostomies, thoracic, carotid artery and other vascular cases.

**BACKGROUND:**

On April 11, 2010, RFP No. 2010-12 was published in the Las Vegas Review Journal for Anesthesia Services. On May 12, 2010, responses were received from:

- Cardiovascular Anesthesia Consultants, LLP
- Health Services Guide
- Nevada Anesthesiology Partners, LLP
- NorthStar Anesthesia, PA
- Premier Anesthesia, LLC
- Sheridan Drozdow Healthcare of Nevada, PC
- Southwest Medical Associates, Inc.

After careful evaluation of the proposals received and conducting on-site presentations by the respondents, the contract review committee, consisting of physicians appointed by the Medical Executive Committee and members of hospital administration, recommends the selection of, and contract approval with Cardiovascular Anesthesia Consultants, LLP for cardiovascular anesthesia services.
On June 1, 2010, The Board of Hospital Trustees approved an agreement with Cardiovascular Anesthesia Consultants to provide a full-range of cardiovascular anesthesia services for UMC's Departments of Anesthesiology and Surgery. The contract term was from June 1, 2010 through December 31, 2010 unless terminated with a 90-day written notice.

Amendment One requests to extend the contract term through December 31, 2015 and updates Section 2.6 Standards of Performance, Section 7.18 Indemnification, and Section 5.2 Compensation.

In accordance with NRS 332.115.1(b), the competitive bidding process is not required as the services to be performed are professional in nature.

Cardiovascular Anesthesia Consultants currently holds a Clark County business license.

Respectfully submitted,

[Signature]

Kathleen Silver
Chief Executive Officer
AMENDMENT ONE

AGREEMENT FOR PHYSICIAN PROFESSIONAL SERVICES

THIS AMENDMENT is made and entered into as of this ______ day of January, 2011, 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 Cardiovascular Anesthesia Consultants, LLP (herein referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled Pricing Agreement dated June 1, 2010, (Hereinafter Referred To As "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:


2. Section 5.2 Compensation shall be deleted in its entirety and replaced with the following:

   During the term of this Agreement and subject to paragraphs 7.6 and 7.15, hereinafter, Hospital will compensate Provider for self-pay patients that have no payor source, are not covered by Clark County Social Service, and will not be eligible for obtaining any type of payor source at the rate of $22.74 per anesthesia unit delivered, including heart valves and bypass, tracheostomias, thoracic, carotid artery and other vascular cases. Provider shall invoice Hospital for such qualified self-pay procedures by the 5th of the month for procedures performed the prior month and Hospital shall remit payment on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday.

3. Section 2.6 Standards of Performance. The following subsections shall be added:

   g. Provider shall be in 100% compliance with Drug Wastage Policy.
   h. Provider shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication / anesthesia agents.
   i. Provider shall meet all applicable Joint Commission and CMS standards.
   j. Provider shall be in compliance with CMS pay for performance measurements as related to anesthesia care.
   k. Provider shall ensure patient blood glucose levels less than 200mg by 6:00am on post op day one - threshold 95%
   l. Provider shall assure physician order for beta blocker medication to be administered during the perioperative period for patients taking beta blockers pre operatively - threshold 100%

4. Section 7.18 Indemnification. Subsection a shall be deleted in its entirety and replaced with the following:

   a. To the extent expressly provided in Chapter 41 of Nevada Revised Statutes, and any other applicable statute, Hospital shall indemnify and hold harmless, Provider, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Hospital, its employees, representatives, successors or assigns. Hospital shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action. Provider acknowledges Hospital is self-insured.
5. Except as expressly amended in this Amendment One, the Agreement shall remain in full force and effect.

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: KATHLEEN SILVER
Chief Executive Officer

PROVIDER:
CARDIOVASCULAR ANESTHESIA
CONSULTANTS, LLP

By: Mark S. Scheller, M.D.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
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<tbody>
<tr>
<td>□ Individual</td>
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<tr>
<td>□ Partnership</td>
<td></td>
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<tr>
<td>□ Limited Liability Corporation</td>
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<td>□ Corporation</td>
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<td>□ Trust</td>
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<td>□ Other</td>
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**Business Designation Group (For informational purposes only)**

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<td>□ MBE</td>
<td>□ WBE</td>
<td>□ SBE</td>
<td>□ PBE</td>
<td>□ LBE</td>
<td>□ NBE</td>
</tr>
</tbody>
</table>

**Business Name:** Cardiovascular Anesthesia Consultants, LLP

**Business Address:** 2601 Cowan Cr., Las Vegas, NV 89107

**Business Telephone:** 702-737-3845

**Email:** drblue@AOL.com

**Business Fax:** 702-877-9958

**Local Business Address:** 2601 Cowan Cr., Las Vegas, NV 89107

**Local Business Telephone:** 702-737-3845

**Local Business Fax:** 702-877-9958

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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark S. Scheller, M.D.</td>
<td>Partner</td>
<td>25%</td>
</tr>
<tr>
<td>John S. Smith, M.D.</td>
<td>Partner</td>
<td>25%</td>
</tr>
<tr>
<td>Shelia Cooper, M.D.</td>
<td>Partner</td>
<td>25%</td>
</tr>
<tr>
<td>Rick Martin, M.D.</td>
<td>Partner</td>
<td>25%</td>
</tr>
</tbody>
</table>

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parents, in-laws or brothers/sisters, half-brothers/half-sisters, 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:**

**Print Name:** Mark S. Scheller, M.D.

**Date:** April 19, 2010

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Page 1 of 2
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
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<th>Issue:</th>
<th>Amendment One to IV Services Agreement with Central Admixture Pharmacy Services, Inc.</th>
<th>Back-up:</th>
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<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
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</table>

Recommendation:

That the Hospital Advisory Board approve Amendment One to IV Services Agreement between Central Admixture Pharmacy Services, Inc. and University Medical Center of Southern Nevada for compounded sterile preparation services; and authorize the Chief Executive Officer to sign the amendment.

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Fund #:</th>
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<tbody>
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BACKGROUND:

On April 6, 2010, the Board of Hospital Trustees approved an agreement with Central Admixture Pharmacy Services, Inc. (CAPS) for compounded sterile preparation services. CAPS has located an admixture pharmacy in the Las Vegas area and is able to provide same-day service that UMC has not had access to in the past. The contract term was from March 1, 2010 through February 28, 2013, and thereafter automatically renew for one-year periods until terminated with a 60-day written notice.

This Amendment One requests to add Section 22 Quarterly Reports/Notifications into the contract to comply with Joint Commission standards.

CAPS currently holds a Clark County business license.

Respectfully submitted,

[Signature]
Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item # 7
AMENDMENT ONE

CAPS IV SERVICE AGREEMENT

THIS AMENDMENT is made and entered into as of this 19th day of January, 2011, 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 "CUSTOMER") and Central Admixture Pharmacy Services, Inc. (herein referred to as "CAPS").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled CAPS IV Service Agreement dated April 6, 2010, (Hereinafter Referred To As "Agreement"); and

WHEREAS, the parties desire to amend the Agreement to satisfy reporting requirements of The Joint Commission.

NOW, THEREFORE, the parties agree as follows:

1. Add new Section 22 as follows:
   22. Quarterly Reports/Notifications
   CAPS will provide quarterly quality assessment summary reports to Customer. Such summary reports will be emailed by CAPS director of pharmacy to Customer's director of pharmacy and/or other designated parties at least six weeks following the end of every quarter. CAPS will use commercially reasonable efforts to communicate applicable product shortages and/or FDA recall notifications to Customer within 24 to 48 hours of CAPS' receipt of such notification.

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

CUSTOMER:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: Kathleen Silver
Chief Executive Officer

CAPS:
CENTRAL ADMIXTURE PHARMACY SERVICES, INC.

By: Michael A. Koch
Vice President, Sales Support Services

By: Eric Steen
President
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
☐ Individual ☐ Partnership ☐ Limited Liability Corporation ☑ Corporation ☐ Trust ☐ Other

Business Designation Group (For informational purposes only)
☐ MBE ☐ WBE ☐ SBE ☐ PBE ☑ LBE ☐ NBE

Minority Business Enterprise
Women-Owned Business Enterprise
Small Business Enterprise
Physically Challenged Business Enterprise
Large Business Enterprise
Nevada Business Enterprise

Business Name: Central Admixtire Pharmacy Services, Inc. ("CAPS")

(Include d.b.a., if applicable)

Business Address: 18012 Cowan, Suite 250
Irving, CA 92614

Business Telephone: (800) 853-6498
Business Fax: (949) 660-2591

Local Business Address
7081 West Arby, Suite 115
Las Vegas, NV 89113

Local Business Telephone: (702) 937-9500

Local Business Fax: (702) 937-1740

Email: Marlys.Asman@bbraun.com

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 entity" includes 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 list 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).

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<tbody>
<tr>
<td>B. Braun of America</td>
<td></td>
<td>100%</td>
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1. 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.)

2. 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

Michael A. Koch

Print Name

Vice President, Sales and Support Services

March 5, 2010

Title

Date
CAPS DIRECTORS AND OFFICERS
CONFIDENTIAL INFORMATION
AS OF JUNE 19, 2009

CENTRAL ADMIXTURE PHARMACY SERVICES, INC. ("CAPS")

DIRECTORS:
Mr. Caroll H. Neubauer
Mr. Willem J. deGoede
Mr. Bruce A. Heugel
Mr. Eric K. Steen
Mr. Kikoo Tejwani

OFFICERS:
Eric K. Steen
  President of Sales and Marketing
Willem J. deGoede
  President of Operations
Bruce A. Heugel
  Senior Vice President and Treasurer
  (Chief Financial Officer)
Kikoo Tejwani
  Vice President, Quality Assurance
Thomas J. Wilverding, RPh, MBA
  Vice President, Operations
Michael Koch
  Vice President, Sales and Support Services
Cathy L. Codrea
  Secretary
William B. Mac Knight
  Assistant Secretary
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Amendment One to Spinal Implant Agreement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
</tr>
<tr>
<td>Back-up:</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve Amendment One to Spinal Implant Agreement between Spineology, Inc. and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign this Amendment One and other future amendments with various suppliers who have signed the Spinal Implant Agreement.

FISCAL IMPACT:

Fund #: 5420.000
Fund Center: 3000702100
Fund Name: UMC Operating Fund
Amount: $21,500,000 estimated annual expense for all spinal implant contracts with vendors

Added Comments: Cost will vary depending on actual usage and patient volume. Annual savings for all spinal implants with all vendors is estimated at $5,000,000.

BACKGROUND:

On October 5, 2010, the Board of Hospital Trustees approved RFP No. 2010-10 on the development and acceptance of the Spinal Implant Agreement ("Agreement") (with associated pricing) to provide spine implant products and surgical instruments at UMC. The Agreement was based on the proposals received from the 25 respondents and benchmarks from other academic medical centers. Any spinal products company who wishes to do business with UMC can enter into this fixed pricing agreement.

On December 9, 2010, UMC entered into an Agreement with Spineology, Inc.

This Amendment One requests for the inclusion of additional spine implant products (carve-outs) for use in the Surgical Services Department. The contract term is from November 1, 2010 through June 30, 2012 unless terminated with a 30-day written notice. UMC also requests authorization for the CEO to approve and execute all future Amendments pertaining to the Agreement that have been negotiated to add additional spine implant products (carve-outs) with other suppliers who have signed the Agreement – provided the Amendment is only adding products and not changing the terms and conditions of the Agreement.

Because spinal implants and products are used by a variety of physicians at UMC, and the physicians need options in the brands and types of implants they use that will best fit their individual patient needs, this Agreement was established which consists of fixed-competitive pricing for all spinal implant vendors.
The estimated annual expense for all spinal implants in Surgical Services is $21,500,000 and will vary depending on actual usage and patient volume. Estimated annual savings with this agreement is $5,000,000.

A Clark County business license is not required for Spineology, Inc. because the contract is for the provision of medical products.

Respectfully submitted,

[Signature]

Kathleen Silver
Chief Executive Officer
AMENDMENT ONE

SPINAL IMPLANT AGREEMENT

THIS AMENDMENT is made and entered into as of this ___ day of December, 2010, 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 "UMC") and SPINEOLOGY, INC. (herein referred to as "SUPPLIER").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled "Spinal Implant Agreement" dated December 9, 2010 (hereinafter referred to as "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit A shall be amended to add the following products:

<table>
<thead>
<tr>
<th>Product Category Description</th>
<th>List Price</th>
<th>UMC Price</th>
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</thead>
<tbody>
<tr>
<td>OptiMesh Implant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OptiMesh Implant 1500E</td>
<td>$8,000</td>
<td>$6,700.00</td>
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<tr>
<td>Screws</td>
<td></td>
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<tr>
<td>Lag Screws</td>
<td>$2,500</td>
<td>$2,075.00</td>
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<tr>
<td>Fully Threaded Screws</td>
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<td>$2,075.00</td>
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<tr>
<td>Pins</td>
<td></td>
<td></td>
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<tr>
<td>6.5mm Blade Set</td>
<td>$750</td>
<td>$450.00</td>
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<td>Pin Introducer, 6 inch</td>
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<td>$60.00</td>
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<tr>
<td>Pin Introducer, 11g x 15 cm, Diamond (disposable)</td>
<td>$100</td>
<td>$60.00</td>
</tr>
<tr>
<td>Pin Introducer, 11g x 15 cm, Bevel (disposable)</td>
<td>$100</td>
<td>$60.00</td>
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<tr>
<td>Portal Replacement Kit</td>
<td>$151</td>
<td>$90.60</td>
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<tr>
<td>Disposables</td>
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<td></td>
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<tr>
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<tr>
<td>Drill Bit for 40-45mm screws, non-sterile (disposable)</td>
<td>$500</td>
<td>$300.00</td>
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<tr>
<td>Pin Introducer, 8g x 13g, sterile (disposable)</td>
<td>$100</td>
<td>$60.00</td>
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<tr>
<td>Drill Bit, sterile (disposable)</td>
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<tr>
<td>Long Tap, Non-sterile (disposable)</td>
<td>$1,200</td>
<td>$720.00</td>
</tr>
</tbody>
</table>

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

UMC:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: KATHLEEN SILVER
Chief Executive Officer

SUPPLIER:
SPINEOLOGY, INC.

By: Tim Walnoster
Title: VP of OS Sales
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
<thead>
<tr>
<th>Type of Business</th>
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<td>Corporation</td>
<td>Trust</td>
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### Business Designation Group (For informational purposes only)

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<th>PBE</th>
<th>LBE</th>
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</tbody>
</table>

### Minority Business Enterprise

- **Women-Owned Business Enterprise**
- **Small Business Enterprise**
- **Physically Challenged Business Enterprise**
- **Large Business Enterprise**
- **Nevada Business Enterprise**

### Business Name:

- **Spinitology Inc**

### Business Address:

- **7800 8th St N, Ste 600**
- **St Paul, MN 55128**

### Business Telephone:
- **651.256.8500**

### Business Fax:
- **651.256.8506**

### Local Business Address:

- **Same**

### Local Business Telephone:

- **Same**

### Local Business Fax:

- **Same**

---

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
---|---|---
John Booth | Pres & CEO | <5%
Donald Brattain | Board Member | <5%
Thomas King | " | <5%
James Kybicki | " | <5%
Ed Spencer (Affinity Capital) | " | 8.6%

---

1. 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.)

2. 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:**
- **Print Name:**
- **Title:**
- **Date:**

---

Page 1 of 2

Revised 01/20/10
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

Issue: Amendment One to Agreement for Direct Patient Care by Provider with University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. d/b/a Med School Associates South.

Petitioner: Kathleen Silver, Chief Executive Officer, University Medical Center

Recommendation:

That the Hospital Advisory Board approve Amendment One to Agreement for Direct Patient Care by Provider for Plastic, Micro and Replantation Surgery between University Medical Center of Southern Nevada and University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. d/b/a Med School Associates South; and authorize the Chief Executive Officer to sign the agreement.

FISCAL IMPACT:

Fund #: 5420.000
Fund Center: Various

Fund Name: UMC Operating Fund
Amount: $1,200.00 per day for plastic and micro surgery call
$700.00 per day for replantation surgery call
$73,000.00 per year for training UMC resident physicians

BACKGROUND:

Since March 2001, UMC has had an agreement with Med School Associates South ("UNSOM") on direct patient care for plastic, micro and replantation surgery services.

On February 19, 2008, the Board of Hospital Trustees approved a new agreement with UNSOM for the same Services. UNSOM was to supervise and professionally staff the Service during its normal operating hours with 24-hour-a-day, 7-days-a-week consultative coverage, and with emergency and on-call coverage. UNSOM shall also provide training in replantation, plastic and micro surgery specialist services to resident physicians at UMC. The term was from February 1, 2008 through January 31, 2011 unless terminated with a 90-day written notice.
Amendment One requests to extend the contract term through June 30, 2011 while Staff completes the RFP for plastics, micro and replantation surgery services.

Staff has requested a determination from Clark County Business License division as to the licensing requirements of this Provider and has not yet received a response. If a determination is made that Provider is required to have a Clark County business license or vendor registration, Staff will ensure that Provider obtains such license or registration in a timely manner.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer
AMENDMENT ONE
AGREEMENT FOR DIRECT PATIENT CARE BY PROVIDER

THIS AMENDMENT is made and entered into as of this ______day of January, 2011, 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 University of Nevada School of Medicine Integrated Clinical Services, Inc. and the University of Nevada School of Medicine Multispecialty Group Practice South, Inc. dba MedSchool Associates South (herein referred to as "PROVIDER").

WITNESSETH:

WHEREAS, the parties entered into an Agreement entitled Agreement for Direct Patient Care by Provider dated February 19, 2008, (Hereinafter Referred To As "Agreement"); and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, the parties agree as follows:


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

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: __________________________ Date
KATHLEEN SILVER
Chief Executive Officer

PROVIDER:
UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
MULTISPECIALTY GROUP PRACTICE SOUTH, INC.
dba MEDSCHOOL ASSOCIATES SOUTH

By: __________________________ Date
WILLIAM ZAMBELL, MD, President

UNIVERSITY OF NEVADA SCHOOL OF MEDICINE
INTEGRATED CLINICAL SERVICES, INC.

By: __________________________ Date
Cheryl Dyg-Bohmer, MD, MPH, President
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>☐ individual</th>
<th>☐ Partnership</th>
<th>☐ Limited Liability Corporation</th>
<th>☐ Corporation</th>
<th>☐ Trust</th>
<th>☑ Other</th>
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<tr>
<td>Business Designation Group (For informational purposes only)</td>
<td>A corporation for the support of the University of NV School of Medicine, a governmental entity of the State of Nevada</td>
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<th>☐ MBE</th>
<th>☐ WBE</th>
<th>☐ SBE</th>
<th>☐ PBE</th>
</tr>
</thead>
</table>

**Business Name:** University of Nevada School of Medicine Multispecialty Group  
 practiceSouth, Inc. dba Medschool Associates South  

**Business Address:**  
2040 W. Charleston Blvd. Ste. 400  
Las Vegas Nevada 89102  

**Business Telephone:** 702-671-2230  
**Business Fax:** 702-671-2277  

**Local Business Address**  

**Local Business Telephone:**  
**Local Business Fax:**  

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>William Zamboni, MD</td>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Beverly Neyland, MD</td>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Elissa Palmer, MD</td>
<td>Treasurer</td>
<td></td>
</tr>
<tr>
<td>Gregory Brown, MD, John Varras, MD</td>
<td>Board Members</td>
<td></td>
</tr>
<tr>
<td>Paul Stumpf, MD, David Grese, MD, Jay Coates, MD, John Hazen, MD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, 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**  

William Zamboni, MD  
Print Name  

2/14/10  
Date  

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Revised 01/20/13
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
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<tr>
<th>Issue:</th>
<th>Amendment Two to Contract for Reconciliation/Pre-Collect Services with Firstsource Solutions USA, LLC.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve Amendment Two to Contract for Reconciliation/Pre-Collect Services between Firstsource Solutions USA, LLC and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the amendment.

FISCAL IMPACT:

Fund #: 5420.000  
Fund Name: UMC Operating Fund  
Fund Center: 3000853000  
Amount: $102,076.00

BACKGROUND:

On September 18, 2007, the Board awarded RFP No. 2007 11, Reconciliation/Pre-Collect Services, to Firstsource Solutions USA, LLC previously MedAssist, Inc. (other respondents were Health Care Financial Resources, Inc. and RelayHealth) to provide reconciliation of insurance payments and facilitate pre-collect functions on self-pay patient balances prior to placement with collection agencies. Firstsource searches for alternative pay sources, verifies/updates demographic and insurance updates during patient/guarantor contacts; sets up pay arrangements to resolve self-pay balances; verifies/prepares refund requests; reconciles account balances; and verifies/rectifies guarantor responsibility disputes. The contract term was through September 30, 2010.

Amendment One, effective November 5, 2008, allowed UMC to: 1) pay Firstsource for outstanding accounts receivable incurred as of August 31, 2008; 2) amend the minimum number and type of staff required under the Contract granting Firstsource to state the number and type of staff to work the Project in its sole discretion but with no less than 15 representatives; 3) provide four (4) on-site customer service representatives at a cost of $3,500.00 per representative per month; and 4) update the Hospital Responsibilities section.

On February 16, 2010, the Board approved additional funding of $700,000 for Fiscal Year 2010.
On October 7, 2010, an extension letter was sent to Firstsource extending the contract term through December 31, 2010 to allow for selection and award of RFP No. 2010-20 Reconciliation and Pre-Collect Services.

This Amendment Two requests to extend the contract term through May 1, 2011 and specifies a payment methodology to reimburse Firstsource for the 120 day run out period of current inventory. No new inventory will be placed as UMC will not be renewing this Agreement with Firstsource. RFP No. 2010-20 was awarded on December 8, 2010 to RelayHealth for the provision of this service for the next five (5) years.

Firstsource Solutions USA has submitted an application for a Clark County business license and approval is pending.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer
AMENDMENT TWO TO CONTRACT FOR RECONCILIATION / PRE-COLLECT SERVICES

THIS AMENDMENT TWO serves to amend the Contract dated September 18, 2007 ("Amendment") is made effective as of January 1, 2011 ("Amendment Two Effective Date") by and between University Medical Center of Southern Nevada ("Hospital") and Firstsource Solutions USA, LLC successor in interest by operation of law to MedAssist, Incorporated ("Provider" and together with Hospital, each a "Party" and collectively, the "Parties").

WHEREAS, Hospital and Provider entered into an Contract dated September 18, 2007 ("Contract") with respect to certain services to be provided to Hospital by Provider, as described in the Contract; and

WHEREAS, Hospital and Provider wish to amend the Contract to reflect certain changes;

NOW THEREFORE, in consideration of the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Contract shall be amended to extend the term until May 1, 2011.

2. The Contract shall be amended to add the following to Exhibit B. Compensation:

   "Provider shall work out remaining inventory for 120 days beginning January 1, 2011. At the end of 120 days, any remaining inventory will be returned to Hospital.

   Hospital shall pay to Provider three percent (3%) of all payments collected for and/or received by Hospital in the remaining inventory throughout the 120 day work out period. Existing fee structure will be deleted in its entirety.

   Provider will have on-site employees who will remain on-site until the end of January, unless extended by Hospital or unless on-site employee receives an opportunity that requires earlier departure from Hospital. Hospital will pay the existing rate of $3,500.00 per on-site employee."

3. With the exception of those matters as set forth in the Amendment, Hospital and Provider shall be subject to all the terms and conditions of the Contract (together with any amendment(s)). Except as expressly modified by this Amendment, all other terms and conditions of the Contract (together with any amendment(s)) are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Parties have caused this Amendment Two to be duly executed by their duly authorized representatives and made effective as of Amendment Two Effective Date.

University Medical Center of Southern Nevada

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________

Firstsource Solutions USA, LLC

By: ________________________________
Name: ________________________________
Title: CEO & President
Date: 12-30-2010
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<tr>
<th>Type of Business</th>
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<td>[ ] Partnership</td>
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</table>

**Business Name:** Firstsource Solutions USA, LLC

**Business Address:** 1661 Lindon Farm Court, Louisville, KY 40228

**Business Telephone:** 502-499-0855

**Business Fax:** 502-515-9964

**Local Business Address:** 5570 S. Fort Apache Rd., Las Vegas, NV 89148

**Local Business Telephone:** 702-307-8687

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.

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<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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<tbody>
<tr>
<td>Thomas J. Wattes</td>
<td>CEO President</td>
<td></td>
</tr>
<tr>
<td>Samuel Riddick</td>
<td>Secretary &amp; Treasurer</td>
<td></td>
</tr>
</tbody>
</table>

1. 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  [x] 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.)

2. 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  [x] 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.

[I sign]

Jennifer Smiley

[Print Name]

Contract Administrator

[Date] 12-28-2010

Page 1 of 2 Revised 01/20/10
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
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<th>Issue:</th>
<th>Amendment Four to Management Services Agreement with Aramark Management Services Limited Partnership.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve Amendment Four to Management Services Agreement between Aramark Management Services Limited Partnership and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the amendment.

FISCAL IMPACT:

<table>
<thead>
<tr>
<th>Fund #: 5420.000</th>
<th>Fund Name: UMC Operating Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Center: 3000846000</td>
<td>Amount: decrease by $11,087.00 per month through end of contract term; new monthly total is $171,678.00</td>
</tr>
</tbody>
</table>

BACKGROUND:

On September 21, 2004, UMC entered into an agreement with Aramark Management Services to provide Environmental Services and Ground Services to UMC. Amendment 1, effective September 1, 2009, extended the contract term through March 31, 2010. Amendment 2, effective April 6, 2010, extended the contract term through September 30, 2010. Amendment 3, effective September 21, 2010, extended the contract term through March 31, 2011 until staff completes the RFP process, and changed the Scope in Personnel by eliminating two (2) manager positions (Training Manager and Second Shift Manager) and hired a replacement for one (1) current manager position with salary freeze. The cost to hire this manager was no more than $77,028 per year (including salary and benefits).

Amendment Four requests to change the Scope in Personnel by elimination of one (1) Manager position pursuant to Section 5(c) of the contract. As a result of these changes, UMC will obtain a savings of $11,087 per month and the new contract fee is $171,678 per month.

Aramark Management Services currently holds a Clark County business license.

Respectfully submitted,

[Signature]
Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011
December 8, 2010

Ms. Kathleen Silver  
Chief Executive Officer  
University Medical Center of Southern Nevada  
1800 West Charleston Boulevard  
Las Vegas, NV 89102

Re: Amendment #4 to Management Services Agreement

Dear Ms. Silver:

This Letter Amendment #4 shall confirm the understanding between you and our representatives that, effective as of October 1, 2010, the Management Services Agreement between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA ("UMC") and ARAMARK Management Services Limited Partnership ("ARAMARK") dated September 21, 2004, as amended (the "Agreement"), shall be further amended as follows:

1. Change in Scope: Elimination of 1 Manager Position; ARAMARK Fee Adjustment. As of the Effective Date, ARAMARK and UMC agree to eliminate one (1) manager position from the Environmental Services Program. ARAMARK and UMC agree that the elimination of the manager position constitutes a change in scope pursuant to Section 5(e) requiring an adjustment to ARAMARK's compensation. Therefore, as of the Effective Date, the ARAMARK Fee set forth in Exhibit A of the Agreement shall be decreased by $11,087 per month and the new ARAMARK Fee shall be $171,678.00 per month. This adjustment reflects the ARAMARK Fee set forth in its response to UMC's Request for Proposal, with a further adjustment for the monthly salary and benefits of the ARAMARK management position eliminated by this Letter Amendment #4.

In all other respects, the Agreement shall remain in full force and effect. This Letter Amendment #4 shall be attached to, and become a part of, the Agreement.

If the foregoing is in accordance with your understanding, kindly sign, date and return this Letter Amendment #4 at your earliest convenience.
Very truly yours,

ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP, by its General Partner,
ARAMARK SMMS LLC

By: ____________________________

Michael Morgioni
Vice President and Chief Financial Officer

Date: ________________

Agreed to and accepted this _____ day of ________, 2010.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: ____________________________

Kathleen Silver
Chief Executive Officer

Date: ________________
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business
- [ ] Individual
- [X] Partnership
- [ ] Limited Liability Corporation
- [ ] Corporation
- [ ] Trust
- [ ] Other

Business Designation Group (For informational purposes only)
- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [X] LBE
- [ ] NBE

Minority Business Enterprise
Women-Owned Business Enterprise
Small Business Enterprise
Physically Challenged Business Enterprise
Large Business Enterprise
Nevada Business Enterprise

Business Name: ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP

(Include d.b.a., if applicable)

Business Address: 1101 MARKET STREET
PHILADELPHIA, PA 19147

Business Telephone: 215.238.3000
Email:

Business Fax:

Local Business Address

Local Business Telephone: Email:

Local Business Fax:

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

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

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARAMARK CORPORATION</td>
<td>LIMITED PARTNER</td>
<td>99%</td>
</tr>
<tr>
<td>ARAMARK SMMSS LLC</td>
<td>GENERAL PARTNER</td>
<td>1%</td>
</tr>
</tbody>
</table>

(Please see attached list of Officers and Directors)

1. 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  X 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.)

2. 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
Vice President and CFO, ARAMARK SMMSS LLC,
General Partner of ARAMARK Management Services Limited Partnership

Print Name: Kirk Wall

Date: 3/3/10

Page 1 of 2

Revised 01/20/10
ARAMARK Corporation

Directors

Joseph Neubauer
L. Frederick Sutherland
Christopher S. Holland

Officers

Joseph Neubauer
Vacant
L. Frederick Sutherland
Andrew C. Kerin
Lynn B. McKee
Kavi K. Saligram
Thomas J. Vozzo
Christopher S. Holland
Joseph M. Munnely
Michael R. Murphy
Michael J. O'Hara
Karen A. Wallace
Megan C. Timmins

Director
Director
Director
Chairman of the Board and Chief Executive Officer
President
Executive Vice President and Chief Financial Officer
Executive Vice President
Executive Vice President
Executive Vice President
Senior Vice President and Treasurer
Senior Vice President, Controller and Chief Accounting Officer
Vice President
Vice President
Assistant Treasurer
Assistant Secretary
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
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<tr>
<th>Issue:</th>
<th>Amendment Four to Pharmacy Provider Agreement with Catalyst Rx.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve Amendment Four to Pharmacy Provider Agreement between Catalyst Rx and University Medical Center of Southern Nevada on Medicare Prescription Drug Benefits; and authorize the Chief Executive Officer to sign the amendment.

FISCAL IMPACT:

| Fund #: | 5420.000 | Fund Name: | UMC Operating Fund |
| Fund Center: | Various | Amount: | Revenue based on volume |

Additional comments: Enhanced revenues by having access to Catalyst Rx members.

BACKGROUND:

On November 30, 1998, UMC entered into an agreement with Catalyst Rx to provide pharmacy services for its Medicare eligible members who participate in the Prescription Drug Plans and Medicare Advantage Prescription Drug Plans. The agreement will remain in effect until terminated with a 90-day written notice.

Amendment 1, effective May 24, 2005, updated Exhibit A (Reimbursement Rates) and other miscellaneous clauses in the contract. Amendment 2, effective October 29, 2009, updated the contract language to comply with the Centers for Medicare and Medicaid Services' (CMS) regulations and instructions that govern Medicare Prescription Drug Benefits. Amendment 3, effective March 5, 2010, added the Workers’ Compensation program for eligible members to obtain pharmacy services.

This Amendment Four requests to update some contract language to comply with CMS regulations and instructions that govern Medicare Prescription Drug Benefits and to address the Average Wholesale Price Roll-back Settlement of September 26, 2009 (attached herein).

A Clark County business license is not required for Catalyst Rx as UMC is the Provider of pharmacy services to this insurance fund.

Respectfully submitted,

[Signature]

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item #12
Amendment to the Pharmacy Provider Agreement

THIS AMENDMENT is made and entered into as of ________________, 2011 by and between Catalyst Rx and University Medical Center of Southern Nevada.

WHEREAS, Catalyst Rx ("Catalyst") and University Medical Center of Southern Nevada ("Pharmacy") (hereinafter, Catalyst and Pharmacy are referred to collectively as the "Parties," ) have previously entered into a Pharmacy Provider Agreement (the "Agreement") which was subsequently amended to reflect Catalyst's intended subcontract with subcontractors to federal government contractors offering Prescription Drug Plans and Medicare Advantage Prescription Drug Plans ("Part D Plan Sponsors") to Medicare eligible persons; and

WHEREAS, the Parties wish to clarify language for the purpose of complying with the Centers for Medicare & Medicaid Services ("CMS") regulations and instructions that govern Medicare Prescription Drug benefits and to address the AWP Roll-back Settlement of September 26, 2009.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS AGREED:

1. Section 1.5 is hereby deleted and replaced with the following:

1.5 "Average Wholesale Price" or "AWP" means (1) for all Adjusted AWP Drugs dispensed to Members of Plans other than Medicare Part D Plans, Identified Cost Source multiplied by the Pre-Settlement Factor and (2) for all drugs dispensed to Members of Plans other than Medicare Part D Plans other than Adjusted AWP Drugs, the average wholesale price, as determined by the current edition of the Medi-Span, including supplements thereto, or any other nationally recognized publication that Catalyst Rx may designate from time to time. "Average Wholesale Price" or "AWP" means (1) for all Adjusted AWP Drugs dispensed to Members of Medicare Part D Plans, Identified Cost Source multiplied by the Pre-Settlement Factor and (2) for all drugs dispensed to Members of Medicare Part D Plans other than Adjusted AWP Drugs, the average wholesale price, as determined by the current edition of the Medi-Span, including supplements thereto. AWP will be updated on January 1 of each calendar year and weekly thereafter, at least every seven (7) calendar days.

2. The following definitions are hereby added to the end of Section 1- DEFINITIONS:

1.37 "Adjusted AWP Drugs" means (1) all prescription drugs (by National Drug Code number) expressly identified in the Settlement documents as subject to the Settlement which are identified by First DataBank, Inc. and/or Medi-Span for adjustment and (2) all prescription drugs (by National Drug Code number) identified by First DataBank, Inc. and/or Medi-Span as drugs for which First DataBank, Inc. and/or Medi-Span will voluntarily adjust the Factor in conjunction with, although not mandated by, the Settlement.

1.38 "Adjustment Date" means September 26, 2009 or such other date as First DataBank, Inc. and/or Medi-Span may give effect to the Settlement by adjusting the Factor for Adjusted AWP Drugs.
"Average Wholesale Price" or "AWP" means (1) for all Adjusted AWP Drugs, Identified Cost Source multiplied by the Pre-Settlement Factor and (2) for all drugs other than Adjusted AWP Drugs, the average wholesale price, as determined by the current edition of the Medi-Span, including supplements thereto, or any other nationally recognized publication that Catalyst Rx may designate from time to time.

"Direct Price" means the direct price of a prescription drug, as determined by the current edition of the Medi-Span, including supplements thereto, or any other nationally recognized publication that Catalyst Rx may designate from time to time.

"Factor" means the number which when multiplied by the Identified Cost Source will result in the AWP for a prescription drug.

"Identified Cost Source" means the underlying cost source such as WAC or Direct Price identified by First DataBank, Inc., Medi-Span, or any other nationally recognized publication that Catalyst Rx may designate from time to time from which AWP is derived for a prescription drug.

"Pre-Settlement Factor" means the Factor applied to Identified Cost Source for an Adjusted AWP Drug before the applicable Adjustment Date.


"Wholesale Acquisition Cost" or "WAC" means the wholesale acquisition cost of a prescription drug, as determined by the current edition of the Medi-Span, including supplements thereto, or any other nationally recognized publication that Catalyst Rx may designate from time to time.

All of the other terms and conditions of the Agreement shall remain in full force and effect. Where the terms of this Amendment and the Agreement conflict, the terms of this Amendment Agreement shall govern.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the Effective Date written below.

Pharmacy

By: ____________________________  
Name: Kathleen Silver  
Title: CEO  
NCPDP/Chain: 29-02511 and 29-01759

Catalyst

By: ____________________________  
Name: ____________________________  
Title: ____________________________
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
</tr>
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<tbody>
<tr>
<td>☐ Individual</td>
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<tr>
<td>☐ Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability Corporation</td>
</tr>
<tr>
<td>☒ Corporation</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Other</td>
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</table>

**Business Designation Group (For informational purposes only)**

<table>
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<tr>
<th>☐ MBE</th>
<th>☐ WBE</th>
<th>☐ SBE</th>
<th>☐ PBE</th>
<th>☐ LBE</th>
<th>☒ NBE</th>
</tr>
</thead>
</table>

**Business Name:** Catalyst Rx

**(Include d.b.a., if applicable)**

**Business Address:** 800 King Farm Boulevard, 4th Fl Rockville, MD 20850

**Business Telephone:** (301) 548-2900  
**Email:** kmadrid@catalystrx.com

**Business Fax:** (301) 548-2992

**Local Business Address:** 1650 Spring Gate Lane Las Vegas, NV 89134

**Local Business Telephone:** (702) 869-4600  
**Email:** kmadrid@catalystrx.com

**Local Business Fax:** (702) 869-6206

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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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</thead>
<tbody>
<tr>
<td>David T. Blair</td>
<td>Director &amp; CEO</td>
<td>-0-</td>
</tr>
<tr>
<td>Hai V. Tran</td>
<td>Director, Treasurer &amp; CFO</td>
<td>-0-</td>
</tr>
<tr>
<td>Richard A. Bates</td>
<td>President &amp; COO</td>
<td>-0-</td>
</tr>
<tr>
<td>Bruce F. Metge</td>
<td>Vice President &amp; Secretary</td>
<td>-0-</td>
</tr>
</tbody>
</table>

1. 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.)

2. 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**  
**Print Name**

**Vice President**

**Title**

**Date**

December 13, 2010

Page 1 of 2
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

Issue: Assignment, Assumption and Consent Agreement with Emergency Medicine Physicians of Clark UMC (McCourt), PLLC.

Petitioner: Kathleen Silver, Chief Executive Officer, University Medical Center

Recommendation:
That the Hospital Advisory Board approve the Assignment, Assumption and Consent Agreement for emergency medical services between Emergency Physicians Medical Group, Inc., Emergency Medicine Physicians of Clark UMC (McCourt), PLLC, and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreement.

FISCAL IMPACT:

Fund #: N/A  Fund Name: N/A
Fund Center: N/A  Amount: N/A

BACKGROUND:

Since 1998, UMC has had an agreement with Emergency Physicians Medical Group, Inc. to provide emergency medical services in UMC’s Emergency Room, Trauma and Pediatric Emergency Medical Services Departments. The contract term was through June 30, 2011 until terminated with a 120-day written notice.

This request is to assign the services provided to Emergency Medicine Physicians of Clark UMC (McCourt), PLLC effective January 1, 2011 till end of contract term.

Emergency Medicine Physicians of Clark UMC will assume all obligations under the Agreement including Terms, Terminations and Obligations of Provider, with respect to obligations arising after the effective date of the assignment.

Emergency Medicine Physicians of Clark UMC has submitted an application for a Clark County business license and approval is pending.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

13
ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the “Agreement”) is made and entered into effective as of January 1, 2011 (the “Effective Date”), by and between Emergency Physicians Medical Group, Inc., a California professional corporation (“Assignor”), Emergency Medicine Physicians of Clark UMC (McCourt), PLLC, a Nevada professional limited liability company (“Assignee”), and University Medical Center of Southern Nevada (the “Hospital”). Assignor, Assignee and the Hospital may be referred to individually as a “Party,” and collectively, as the “Parties.”

RECITALS:

A. Assignor and Hospital are the parties to that certain agreement, dated as of July 1, 2006, a copy of which is attached hereto as Exhibit A (as the same has been amended, supplemented or modified from time to time, the “Hospital Contract”).

B. Assignor has restructured its ownership into an equity model in which its emergency physicians will be equal owners of Emergency Medicine Physicians Partners, LLC, a Nevada limited liability company that will provide certain leadership and management services to each local operating entity providing services to hospitals.

C. Assignor desires to assign the Hospital Contract to Assignee, and Assignee is willing to accept such assignment and to assume Assignor’s obligations under the Hospital Contract.

D. The Hospital Contract requires the consent of the Hospital to any assignment, and the Hospital is willing to consent to the assignment of the Hospital Contract upon the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration herein, the receipt and sufficiency of which hereby are acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor hereby grants, sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, as of the Effective Date, all of Assignor’s right, title and interest under, in and to the Hospital Contract. Dale Garrison. DO will continue to serve as Principal Physician as designated in the Hospital Contract as well as all member physicians named in the Hospital Contract and who are currently providing services to Hospital.

2. Assumption. Assignee hereby accepts the foregoing assignment and expressly assumes and agrees to perform and/or discharge all obligations of Assignor under the Hospital Contract accruing on and following the Effective Date.

3. Further Assurances. Each of Assignor and Assignee agree to execute such other documents and take such other actions as may be reasonably necessary or desirable to confirm or effectuate the assignment and assumption contemplated hereby.

4. Hospital Contract. Except as specifically provided herein, the Hospital Contract, shall be and remain unmodified and in full force and effect.
5. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants to the Hospital that that it has the requisite company power and authority to assume the Hospital Contract and to perform the obligations thereunder.

6. **Release.** The execution of this Agreement shall not release or relieve Assignor from any liability under the Hospital Contract accruing prior to the Effective Date and Hospital shall look solely to Assignor for obligations or liabilities under the Hospital Contract accruing prior to the Effective Date. Hospital shall look solely to Assignee for obligations or liabilities under the Hospital Contract accruing on or after the Effective Date and Hospital hereby releases Assignor for liabilities and obligations under the Hospital Contract occurring on or after the Effective Date.

7. **Indemnification by Assignor.** Assignor hereby agrees to defend, indemnify, and hold Assignee and its officers, directors, members, shareholders, managers, employees, agents and affiliates and their respective heirs, representatives, successors and assigns ("Related Parties") harmless from and against any and all claims, suits, obligations, liabilities, and damages, including reasonable attorneys' fees, accruing or arising in any way and at any time under the Hospital Contract prior to the Effective Date.

8. **Indemnification by Assignee.** Assignee hereby agrees to defend, indemnify, and hold Assignor and its Related Parties harmless from and against any and all claims, suits, obligations, liabilities, and damages, including reasonable attorneys' fees, accruing or arising in any way and at any time under the Hospital Contract on or after the Effective Date.

9. **Consent to Assignment.** As of the Effective Date, Hospital hereby (a) consents to the assignment effected hereby and (b) agrees to recognize Assignee as "Provider" under the Hospital Contract and thereby establish direct privity of estate and privity of contract with Assignee.

10. **Binding Effect.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of Assignee and its successors and permitted assigns and shall inure to the benefit of Assignor and its successors and permitted assigns.

11. **Modification.** This Agreement may be modified or supplemented only by written agreement of the Parties. This Agreement may not be assigned without the prior written consent of all of the Parties hereto.

12. **Third Provider Rights.** The assignment of the Hospital Contract by Assignor, and the assumption of the Hospital Contract by Assignee, as contemplated herein, shall not alter, enlarge, or otherwise modify the rights of any third parties under the Hospital Contract.

13. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

14. **Governing Law.** This Agreement shall be governed by the substantive laws of the State of Nevada without giving effect to conflict of laws principles.
15. **Signatures.** For purposes of this Agreement, facsimile and PDF signatures shall be deemed to be original signatures.

**IN WITNESS WHEREOF,** the Parties have executed this Assignment and Assumption Agreement effective as of the date first written above.

**Assignor:**

**EMERGENCY PHYSICIANS, MEDICAL GROUP, INC.**

By: [Signature]

Name: Norman Label, MD, FACEP, FAAEM

Title: President

**Assignee:**

Emergency Medicine Physicians of Clark UMC (McCourt), PLLC

By: [Signature]

Name: Norman Label, MD, FACEP, FAAEM

Title: President

**Hospital:**

University Medical Center of Southern Nevada

By: [Signature]

Name: Kathleen Silver

Title: CEO
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business: Emergency Medicine Physician Group

Business Name: Emergency Physicians Medical Group, Inc.

Business Address: 3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Business Telephone: (916) 752-2020

Email: nlable@gogpm.com

Business Fax: (916) 752-7533

Local Business Address: 8675 Paradise Rd, Suite 135, Las Vegas, NV 89113

Local Business Telephone: (702) 333-2311

Local Business Fax: (702) 333-2359

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.

Full Name: Norman Label, M.D., FACEP, FAEM
Title: President

Full Name: Michael Desmond, M.D., M.B.A., FACEP
Title: Chief Operating Officer

Full Name: John Wood, DO
Title: Secretary and Chief Financial Officer

Full Name: Thomas Harrville, Jr., DO, FACEP
Title: Vice President, Operations

SEE ATTACHED LIST FOR BOARD OF DIRECTORS

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 of exchangers without the completed disclosure form.

Signature: ___________________________ 12-16-2010
Print Name: Norman Label, M.D., FACEP, FAEM

Page 1 of 2

Rev 01-2010
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

List any disclosures below:

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE(S)</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE</th>
<th>COUNTY DEPARTMENT</th>
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<tbody>
<tr>
<td>Charles Garcia, MD</td>
<td>Melissa Garcia, RN</td>
<td>Spouse</td>
<td>University Medical Center</td>
</tr>
<tr>
<td>(Staff physician - part owner)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* 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)

---

EXPLANATION QUESTION 1 -- PAGE 1

Dale Garrison, DO, FACP, FACOEP acts as the Medical Director of the Clark County Fire Department and as Chief of the Medical Staff, University Medical Center.
Disclosure of Ownership / Principals

EMERGENCY PHYSICIANS MEDICAL GROUP, INC.
BOARD OF DIRECTORS

2010

Norman Label, MD, President, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

John Wood, DO, Secretary and CFO
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Mark Baker, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

George Salameh, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Lawrence Satkowiak, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

John D. McCourt, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Eliot Nipomnick, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Jefferson Bracey, DO, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Jay Fisher, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661

Andy Lee, MD, Member of Board of Directors
3300 Douglas Blvd, Suite 405, Roseville, CA 95661
DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business: Physician group which provides emergency department services.

- [ ] Individual
- [ ] Partnership
- [ ] Limited Liability Corporation
- [ ] Corporation
- [ ] Trust
- [x] Other This is a Professional Limited Liability Company.

Business Designation Group (For informational purposes only)

- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] LBE
- [ ] NBE

Minority Business Enterprise
Women-Owned Business Enterprise
Small Business Enterprise
Physically Challenged Business Enterprise
Large Business Enterprise
Nevada Business Enterprise

Business Name: Emergency Medicine Physicians of Clark UMC (McCourt), PLLC

(Include d.b.a., if applicable) Emergency Medicine Physicians

Business Address: 3300 Douglas Boulevard, Suite 405

Roseville, CA 95661

Business Telephone: (916)960-2000

Email: nlavel@epmg.com

Business Fax: (916)780-7533

Local Business Address: 901 Rancho Lane, Suite 135

Las Vegas, NV 89106

Local Business Telephone: (702)383-2211

Email: dcmccourt@epmg.com

Local Business Fax: (702)383-2259

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

Norman Label, MD, FACEP, FAAEM President

Michael Osmundson, MD, FACEP, MBA Secretary, Treasurer, and Chief Operating Officer

John D. McCourt, MD, FACEP, FAAEM Owner 100%

1. 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
- [x] 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.)

*SEE EXPLANATION ON DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

2. 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

Norman Label, MD, FACEP, FAAEM

Print Name

President

Title

Date 12/30/2016

Page 1 of 2

Revised 01/2010
DISCLOSURE OF RELATIONSHIP

List any disclosures below:

<table>
<thead>
<tr>
<th>NAME OF BUSINESS OWNER/PRINCIPAL</th>
<th>NAME OF COUNTY* EMPLOYEE(S)</th>
<th>RELATIONSHIP TO COUNTY* EMPLOYEE</th>
<th>COUNTY DEPARTMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Garcia, MD (Staff Physician)</td>
<td>Melissa Garcia, RN</td>
<td>Spouse / Husband</td>
<td>University Medical Center</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

* 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)

EXPLANATION QUESTION 2 -- PAGE 1:

Dale Carrison, DO, FACEP, FACOEP acts as the Medical Director of the Clark County Fire Department and as Chief of the Medical Staff of University Medical Center.
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Assignment of Service Agreement to IntelliCentrics, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
</tr>
<tr>
<td>Recommendation:</td>
<td>That the Hospital Advisory Board approve the Assignment of Service Agreement between IntelliCentrics, Inc. and University Medical Center of Southern Nevada on vendor credentialing services; and authorize the Chief Executive Officer to sign the agreement.</td>
</tr>
</tbody>
</table>

FISCAL IMPACT:

- Fund #: N/A
- Fund Name: N/A
- Fund Center: N/A
- Amount: N/A

BACKGROUND:

On April 7, 2009, the Board of Hospital Trustees awarded RFP No. 2008-30, Vendor Credentialing System, to VendorClear.com, LLC (other respondents were PreCheck, Inc., Status Blue, LLC, and Vendor Credentialing Service, LLC) to provide/deliver a Third-Party Vendor Credentialing Program to all UMC Campus' and associated Outpatient Clinical Units. The Program authorizes UMC to use VendorClear.com’s online system to confirm vendor credentials, track vendors in and out of the facility, manage and monitor real time vendor activity in the facility and run history reports on vendor activity in the facility—all of which are at no cost to UMC. The contract term was from April 1, 2009 through March 31, 2012. After the initial term, the contract will renew automatically for successive one-year periods unless terminated with a 180-day written notice.

Each vendor is responsible for a reasonable fee to become credentialed on this service. Once credentialed, there is no additional fee to access other medical facilities using this service.

This Assignment of Service Agreement requests to assign the vendor credentialing service to IntelliCentrics, Inc., effective March 1, 2011. IntelliCentrics acquired VendorClear.com on June 21, 2010. As a result, UMC will transition from the VendorClear platform to the Reptrax Credentialing System. IntelliCentrics agrees to assume and perform all of the obligations under the VendorClear contract.

This service will allow UMC to comply with Federally-mandated requirements and Joint Commission standards.

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

Respectfully submitted,

[Signature]
Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item # 14
ASSIGNMENT OF SERVICE AGREEMENT

VendorClear.com, L.L.C., a Texas limited liability company ("VendorClear"), and
University Medical Center of Southern Nevada ("Healthcare Facility") enter into this Assignment of Service Agreement (this "Assignment") this ___ day of March, 2011 (Effective Date).

Introduction

VendorClear and Healthcare Facility entered into a Service Agreement dated April 7, 2009 (the "Agreement"). IntelliCentrics, Inc., a Texas corporation ("Assignee"), the owner of the Reptrax credentialing system, has acquired VendorClear and thereby created the largest healthcare vendor-credentialing business in the United States. VendorClear wishes to assign the Agreement to the Assignee and, as required by paragraph 14 of the Agreement, Healthcare Facility has agreed to consent to such assignment.

Assignment

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by each of the undersigned, the parties to this Assignment agree as follows:

1. VendorClear and Assignee are in the process of transitioning the Healthcare Facility's locations (whether one or more, the "Locations") from the VendorClear platform to the Reptrax platform which is owned by the Assignee. On the date that all the Locations are converted to the Reptrax platform (the "Effective Date"), (i) the Healthcare Facility's access to the VendorClear platform and credentialing-verification service will terminate and (ii) all references in the Agreement to the VendorClear website or the VendorClear credential-verification service will be deemed to mean the Reptrax credentialing service owned by Assignee.

2. Effective as of the Effective Date VendorClear assigns the Agreement to Assignee. Assignee assumes and agrees to perform all of the obligations of VendorClear under the Agreement that are to be performed by VendorClear on or after the Effective Date. Assignee does not assume or agree to pay or perform any obligation or liability of VendorClear that arose or accrued prior to the Effective Date. Healthcare Facility consents to the assignment of the Agreement, as modified by paragraph 1 above, from VendorClear to Assignee.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date set forth above.

Healthcare Facility

University Medical Center of South

By:  
Its:  CEO
Printed Name: Kathleen Silver

VendorClear

VendorClear, L.L.C.

By:  Michael Sheehan
Its:  CEO
Printed Name: Michael Sheehan

IntelliCentrics

IntelliCentrics, Inc.

By:  Michael Sheehan
Its:  CEO
Printed Name: Michael Sheehan
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
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</thead>
<tbody>
<tr>
<td>☐ Individual</td>
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<tr>
<td>☐ Partnership</td>
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<tr>
<td>☐ Limited Liability Corporation</td>
</tr>
<tr>
<td>☐ Trust</td>
</tr>
<tr>
<td>☐ Other</td>
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<table>
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<tr>
<th>Business Designation Group (For informational purposes only)</th>
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</thead>
<tbody>
<tr>
<td>☐ MBE</td>
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<td>☐ WBE</td>
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<tr>
<th>Minority Business Enterprise</th>
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<tr>
<td>Women-Owned Business Enterprise</td>
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<tr>
<td>Small Business Enterprise</td>
</tr>
<tr>
<td>Physically Challenged Business Enterprise</td>
</tr>
<tr>
<td>Large Business Enterprise</td>
</tr>
<tr>
<td>Nevada Business Enterprise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>INTELLICENTRICS INC.</th>
</tr>
</thead>
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<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address:</th>
<th>708 Valley Ridge Circle, Suite 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lewistville, TX 76057</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Business Telephone:</th>
<th>972-316-6513</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td><a href="mailto:ssnorton@devielectroncis.com">ssnorton@devielectroncis.com</a></td>
</tr>
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<table>
<thead>
<tr>
<th>Business Fax:</th>
<th>214-222-3339</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael J Sheehan</td>
<td>President &amp; CEO</td>
<td></td>
</tr>
<tr>
<td>Julian Lin</td>
<td>Board Co-Chairman</td>
<td></td>
</tr>
<tr>
<td>Calvin Ho</td>
<td>Board Co-Chairman</td>
<td></td>
</tr>
</tbody>
</table>

1. 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.)

2. 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_  
Michael J Sheehan

_Print Name_  
Michael J Sheehan

<table>
<thead>
<tr>
<th>President &amp; CEO</th>
<th>December 15, 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Date</td>
</tr>
</tbody>
</table>

Page 1 of 2

_Revised_ 31/3/2010
### Issue:
Agreement for Participation in Blue Distinction Centers for Spine Surgery with Blue Cross and Blue Shield Association and Anthem Blue Cross Blue Shield.

<table>
<thead>
<tr>
<th>Petitioner: Kathleen Silver, Chief Executive Officer, University Medical Center</th>
</tr>
</thead>
</table>

**Recommendation:**
That the Hospital Advisory Board approve the Agreement for Participation in Blue Distinction Centers for Spine Surgery between Blue Cross and Blue Shield Association and Anthem Blue Cross Blue Shield, and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the agreement.

### FISCAL IMPACT:

| Fund #: N/A | Fund Name: N/A |
| Fund Center: N/A | Amount: N/A |

### BACKGROUND:
This request is to approve an agreement with Blue Cross and Blue Shield Association and Anthem Blue Cross Blue Shield (collectively identified as “Parties”) for UMC to participate in the Blue Distinction Centers for Spine Surgery program (the “Program”).

The Program will designate UMC as a Blue Distinction Center for Spine Surgery in Parties’ directories, website listings, marketing and other materials for dissemination to its members.

The contract term begins on the effective date and will remain in effect through December 31, 2011. Thereafter, the agreement will automatically renew for consecutive one (1) year terms until terminated with a 30-day notice.

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

Respectfully submitted,

Kathleen Silver  
Chief Executive Officer
AGREEMENT FOR PARTICIPATION IN
BLUE DISTINCTION CENTERS FOR SPINE SURGERY℠

This agreement (the "Agreement") is effective as of TBD, 2010 (the "Effective Date" of this Agreement), and contains the terms and conditions for designation and participation of the undersigned hospital ("Hospital") in the Blue Distinction Centers for Spine Surgery℠ program (the "Program"), which is administered by Blue Cross and Blue Shield Association ("BCBSA") and local Blue Plan(s) identified below (the "Plan(s)"). Hospital, BCBSA, and the Plan(s) will be referred to jointly as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Hospital agrees to comply with all requirements for its designation and continued participation in this Program (as defined more particularly in the RFI materials and in BCBSA's materials for this Program, as updated from time to time at www.bcbs.com), on which Hospital's continued designation as a Blue Distinction Center for Spine Surgery is contingent.

2. Hospital consents to being designated as a Blue Distinction Center for Spine Surgery in provider directories, Web site listings, and marketing and other materials.

3. BCBSA may share Hospital's individual RFI responses and results with each of their respective employees and agents, and with BCBSA's member Plans, for purposes of evaluation and quality improvement activities. Hospital's individual RFI responses and results will not be publicly disseminated without Hospital's prior written consent, unless required by law (e.g., subpoena); provided, that nothing in this Section is intended to limit the Plan's (or Plans') ability to disclose Hospital's individual RFI responses and results to third parties, if and to the extent, if any, that Hospital has consented to such disclosures through Hospital's separate Participation Agreement (or other agreement) with the Plan(s).

4. Additionally, BCBSA may combine Hospital's RFI responses and results together with RFI responses and results of other hospitals, to create aggregate information for public dissemination. Such aggregate information will not identify any particular hospital's responses, and will not contain any Protected Health Information ("PHI"), as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C. F. R. Parts 160-164), without Hospital's prior written consent.

5. Hospital will comply with reasonable administrative requirements imposed by BCBSA and/or local member Plan(s) for the operation of this Program, subject to applicable laws and regulations, including but not limited to: (a) updating Hospital's RFI responses on a regular basis, not to exceed annually, (b) providing additional information to BCBSA and/or to data registries designated by BCBSA, and (c) adhering to the attached Facility Guidelines for Blue Distinction Promotion and Advertising (set forth in Attachment 1) for describing this Program and Hospital's participation in this Program. Hospital agrees to the terms and conditions set forth in Attachment 1, and agrees to proceed as described therein whenever Hospital references its designation as a Blue Distinction Center for Spine Surgery.

6. Hospital must provide notice to BCBSA within thirty (30) days after departure from Hospital's staff with regard to key personnel in Hospital's Spine Surgery program, for those key physician positions identified in the most recent RFI.

7. This Agreement does not convey to Hospital any right to use the BLUE CROSS and/or BLUE SHIELD names or service marks, except to the limited extent provided in Attachment 1.

8. This Agreement and Hospital's designation as a Blue Distinction Center for Spine Surgery will begin on the Effective Date (set forth above) and will remain in effect until December 31, 2010. 

BlueDistinctionSpine/ParAgreement/v4(rev.12/30/09)
(the "Initial Term"). Thereafter, this Agreement will renew automatically for consecutive terms of one (1) year each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term"); provided, that Hospital continues to meet the criteria for participation in this Program and all periodic recertification processes. Any Party may elect not to renew this Agreement at the expiration of the Initial Term or any Renewal Term by giving the other Parties written notice to that effect not later than ninety (90) days before the date on which the then current Initial Term or Renewal Term would otherwise end.

9. This Agreement may be terminated without cause by any Party upon thirty (30) days' prior written notice to the other Parties. Additionally, this Agreement may be terminated by BCBSA at any time in the event Hospital ceases to meet the criteria for participation in this Program and all periodic recertification processes, as determined by BCBSA in its sole discretion.

10. All notices under this Agreement will be sent in writing, to the Parties at the addresses shown below on the signature page.

11. Hospital's participation in this Program is voluntary and does not alter, amend, or replace any other agreement that may exist between Hospital and BCBSA or any member Plan.

12. This Agreement contains the entire agreement between the Parties with respect to Hospital's participation in this Program, and, when fully executed, will supersede any prior oral or written agreements pertaining to the subject matter of this Agreement. Any amendment or modification of this Agreement must be made in writing and signed by all Parties. This Agreement may be executed in one or more counterparts, each of which will be a separate document but all of which together will constitute one and the same instrument; the Parties agree that handwritten original signatures (but not electronic signatures or e-sign) that are transmitted via email or facsimile will be deemed acceptable and as effective as if they were the original executed hard copies.

IN WITNESS WHEREOF, the Parties, by the signatures below of their respective and duly authorized representatives, have executed this Agreement.

UNIVERSITY MEDICAL CENTER

HOSPITAL: OF SOUTHERN NEVADA
By its duly authorized representative:

__________________________
Print Name: __________________________
Print Title: __________________________

BLUE CROSS AND BLUE SHIELD ASSOCIATION
By its duly authorized representative:

Carole Redding Flamm, MD, MPH
Executive Medical Director

BLUE PLAN: ANTHEM BLUE CROSS BLUE
By its duly authorized representative: SHIELD

__________________________
Print Name: __________________________
Print Title: __________________________

Date: __________________________
Address: 1800 W. Charleston Blvd.
Las Vegas, NV 89102
Attn: __________________________
E-mail: __________________________
Phone: (__) __-____  Fax: (__) __-____

Date: __________________________
Address: 225 North Michigan Avenue
Chicago, Illinois 60601
Attn: Carole Redding Flamm, MD, MPH
E-mail: caroleflamm@bcbsa.com
Phone: 312-297-5905  Fax: (312) 297-6827

Date: __________________________
Address: 700 Broadway
Denver, CO 80273
Attn: __________________________
E-mail: janet.pogar@anthem.com
Phone: (303) 931-2214  Fax: (__) __-____

BlueDistinctionSpine/ParAgreementV4/rev.12/30/09

2
Attachment 1

FACILITY GUIDELINES
for
Blue Distinction Center® (BDC) Communication, Promotion and Web Icon Usage

Hospital, as a BDC, is not required to use the BDC name or logo; but if it chooses to do so, then it must do so as provided below in these Facility Guidelines:

- **BDC Designation Information.** All communications concerning BDC status must include the specific area(s) of specialty care for which this facility has been designated as a BDC (e.g., as a Blue Distinction Center for Cardiac Care®) and the name of the designating Plan. If a facility was designated by two or more Plans for a particular BDC Program, it is preferable, though not required, for that facility’s Blue Distinction communications to mention each designating Plan unless the communication’s content or distribution is limited to one of the designating Plans. Additionally, all communications concerning BDC status of a facility that received a “Group Designation” must include the names of all facilities in that Group (together, the “BDC Designation Information”).

- **Use of BDC Designation Information.** BDC facilities must feature the BDC Designation Information in signage, advertising, Web sites, press releases and other communications as follows:

  **Signage**

  - **BDC Templates.** A BDC may display signage (banners, plaques, billboards and certificates) using any of the templates provided by the Plan for the duration of the facility’s participation in the BDC program, beginning as soon as the facility signs and returns the BDC Agreement for Participation to your local Blue Plan.

  - **Use Limited to Site-Specific Designated Location.** BDC signage may be used/displayed only at the facility receiving the BDC designation. BDC signage cannot be used at affiliated hospitals/facilities, unless those facilities also have a site-specific BDC designation.

  - **Multiple BDC Designations.** If a facility has BDC designations for multiple specialties, it may display multiple signage, one for each.

  - **Blue Distinction Centers for Transplants® (BDCT).** A BDCT facility may use BDC signage and advertising as long as it is designated as a BDCT facility for at least one type of transplant service within the BDCT program; and, whenever possible (e.g., in advertisements or press releases), a BDCT facility should specify the type(s) of organ(s) for which it has been so designated.

**Communications, Advertising and Web Sites**

- **BDC Templates.** All communications concerning any BDC program (including advertising, Web sites, press releases and other communications) must use the BDC Designation Information and the BDC templates provided by your local Blue Plan, which contain messaging that has been pre-approved by your local Blue Plan and the Blue Cross and Blue Shield Association ("BCBSA").

- **BDC Icons.** Approved art files for the “BDC Icons” are available from the Plan upon request. BDCs may display the applicable BDC Icon(s) on their own Web sites, subject to these Facility Guidelines. Each Web page on which a BDC Icon is displayed must include the BDC’s specific area(s) of designated specialty care and the name of the designating Plan, and must be approved by your local Blue Plan in advance of its use.

- **BDC Disclaimer.** The following legal disclaimer (the “BDC Disclaimer”) must be used on all communications (e.g., advertising, Web sites, press releases and other communications)
involving BDCs, except "Signage" (limited to banners, plaques, billboards and certificates) and television or radio:

Note: Designation as Blue Distinction Centers® means these facilities' overall experience and aggregate data met objective criteria established in collaboration with expert clinicians' and leading professional organizations' recommendations. Individual outcomes may vary. To find out which services are covered under your policy at any facilities, please call your local Blue Cross and/or Blue Shield Plan.

An abbreviated BDC Disclaimer may be used for television or radio communications, along with other requirements consistent with Blue Brand Regulations:

To learn more about Blue Distinction®, please visit www.bcbs.com or contact your local Blue Plan.

- **Web Content.** The content of each Web page on which BDCs display the BDC Designation Information or BDC Icon, or use the "Blue Distinction" name, must be approved by your local Blue Plan in advance of its use.

**Press Releases**

- **Prior Approval by Plan.** All press releases using BDC Designation Information or a BDC Icon must be approved by your local Blue Plan in advance of their release.

**Miscellaneous**

- **Relative Size of Blue Names/Symbols and Hospital's Names/Symbols.** Whenever they appear together in the same communications vehicle:
  - the names and symbols of Hospital and/or any professional society may appear more prominently than those of the BDC designation, local Blue Plan(s) and BCBSA;
  - provided, however, that the names and symbols of the BDC designation, local Blue Plan(s) and BCBSA must appear no less prominently than those of any other health insurer or any organization other than Hospital or any professional society.

- **Use on Variable Media Prohibited.** BDC Designation Information and/or BDC Icons may not be used on any form of stationery, letterhead, templates, forms or other materials whose contents or application may vary.

- **Appeal and Termination of BDC Designation.** When loss of BDC designation is under formal appeal, BDC signage and advertising may be used until the appeal process is complete. Upon termination or loss of BDC designation, all use of BDC Designation Information, the BDC Icon, the "Blue Distinction" name, and all BDC signage, advertising and Web site references must be removed, and must cease, immediately.
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
<thead>
<tr>
<th>Type of Business</th>
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<tbody>
<tr>
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<tr>
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<td>☐</td>
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<tr>
<td>Corporation</td>
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<tr>
<td>Trust</td>
<td>☒</td>
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<tr>
<td>Other Not-For-Profit Corporation</td>
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<td>☐ WBE</td>
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<tr>
<td>Women-Owned Business Enterprise</td>
<td>Small Business Enterprise</td>
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<tr>
<td>Physically Challenged Business Enterprise</td>
<td>Large Business Enterprise</td>
</tr>
<tr>
<td>Nevada Business Enterprise</td>
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<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Blue Cross and Blue Shield Association.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address:</td>
<td>225 North Michigan Avenue</td>
</tr>
<tr>
<td>Chicago, Illinois 60601</td>
<td></td>
</tr>
<tr>
<td>Business Telephone:</td>
<td>312.287.6543</td>
</tr>
<tr>
<td>Email: <a href="mailto:carole.flamm@bcbsa.com">carole.flamm@bcbsa.com</a></td>
<td></td>
</tr>
<tr>
<td>Business Fax:</td>
<td>312.287.6320</td>
</tr>
<tr>
<td>Local Business Address:</td>
<td>None</td>
</tr>
<tr>
<td>Local Business Telephone:</td>
<td>None</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Local Business Fax:</td>
<td>None</td>
</tr>
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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 landowners.

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
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</thead>
</table>

Blue Cross and Blue Shield Association is an Illinois not-for-profit corporation; as a not-for-profit corporation, it has no shares, and, therefore, has no owners, partners, or principals, and no individuals with any ownership or financial interest.

1. 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.)

2. 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.

Roger G. Wilson  
Senior Vice President, General Counsel and Corporate Secretary  
December 22, 2010

Revised 01/2010  Page 1 of 2
Executive Officers

Scott P. Serota
President and
Chief Executive Officer
Biography

Paul F. Brown
Vice President, Deputy
General Counsel and Asst. Corporate
Secretary,
Legal and Governance
Managing Director,
BlueCross BlueShield Ventures, Inc.
Biography

William J. Colbourne
Senior Vice President,
Human Resources and Administrative
Services
Biography

Frank E. Coyne
Vice President,
Integrated Plans
Biography

Jack Erickson
Vice President,
Internal Affairs
Biography

Jena L. Estes, CPA
Vice President,
Federal Employee Program
Biography

Allison Fox
Senior Vice President,
Office of Policy and Representation
Biography

Stephen W. Gammarino
Senior Vice President,
National Programs
Biography

Robert Kelody
Senior Vice President,
Chief Financial Officer
Biography

Allan N. Korn, M.D.
Senior Vice President,
Chief Medical Officer
Office of Clinical Affairs
Biography

Shirley S. Lady
Vice President,
Business Intelligence/BI
Biography

William B. O'Loughlin
Vice President,
Chief Technology Officer
Biography

Doug Porter
Senior Vice President,
BNI and Chief Information Officer
Biography

Maureen E. Sullivan
Senior Vice President,
Strategic Services
Biography

Jennifer Vachon
Vice President,
Brand Strategy and Marketing Services
Biography

Jody Yose
Vice President,
Strategic Business Services
Biography

Roger G. Wilson
Senior Vice President,
General Counsel and Corporate Secretary
Legal and Governance
Biography

http://www.bcbs.com/about/officers/

12/30/2010
# DISCLOSURE OF OWNERSHIP/PRINCIPALS

## Type of Business

- [ ] Individual  
- [ ] Partnership  
- [ ] Limited Liability Corporation  
- [x] Corporation  
- [ ] Trust  
- [ ] Other

## Business Designation Group (For informational purposes only)

- [ ] MBE  
- [ ] WBE  
- [ ] SBE N/A  
- [ ] PBE  
- [ ] LBE  
- [x] NBE

### Minority Business Enterprise

- Rocky Mountain Hospital and Medical Service, Inc.

### Woman-Owned Business Enterprise

- Anthem Blue Cross and Blue Shield

### Small Business Enterprise

- 700 Broadway, CO 0103-0359  
- Denver, CO 80273

### Physically Challenged Business Enterprise

- (303) 831-2214  
- Email: janet.pogan@anthem.com

### Large Business Enterprise

- 303-831-5833

### Nevada Business Enterprise

- 9133 W. Russell Rd.  
- Las Vegas, NV 89148

### N/A

- Local Business Telephone: N/A  
- Email: N/A

---

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

- Ultimate controlling entity is WellPoint, Inc.

- (See attached list of Officers & Directors)

---

1. 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  
   - [x] 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.)

2. 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)?
   
   (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**

David G. Harris

**Print Name**

10/25/2010

**Date**
WellPoint, Inc.

Directors

Angela F. Braly  
Lenox D. Baker, Jr., M.D  
Susan B. Bayh  
Sheila P. Burke  
William H.T. Bush  
Julie A. Hill  
Warren Y. Jobe  
William G. Mays  
Ramojo G. Peru  
Senator Donald W. Riegle, Jr.  
William J. Ryan  
George A. Schaefer, Jr.  
Jackie M. Ward

Chair of the Board, President and Chief Executive Officer  
President, Mid-Atlantic Cardiothoracic Surgeons, Ltd.  
Attorney at Law  
Senior Research Faculty, John F. Kennedy School of Government, Harvard University  
Chairman, Bush O'Donnell & Co., Inc.  
Owner of the Hill Company  
Former Senior Vice President, Southern Company  
President & Chief Executive Officer, Mays Chemical Company  
Former Executive Vice President and Chief Financial Officer, Phelps Dodge Corporation  
Chairman, APCO Government Affairs  
Chairman, TD Banknorth Inc.  
Former Chairman and CEO, Fifth Third Bancorp  
Retired CEO, Intec Telecom Systems PLC

Officers

Angela F. Braly  
Lori Beer  
Randal L. Brown  
John Cannon  
Wayne S. DeVeydt  
Bradley M. Fluegel  
Kenneth R. Goulet  
Diliana K. Lewis  
Cynthia S. Miller  
Martin L. Miller  
Samuel R. Nussbaum, M.D.  
Brian A. Sassi

Chair of the Board, President and Chief Executive Officer  
Executive Vice President and Chief Information Officer  
Executive Vice President, Chief Human Resources Officer  
Executive Vice President, General Counsel and Corporate Secretary  
Executive Vice President and Chief Financial Officer  
Executive Vice President, Chief Strategy and External Affairs Officer  
President and CEO, Commercial Business Unit and Executive Vice President  
President and CEO, Comprehensive Health Solutions Business Unit and Executive Vice President  
Executive Vice President, Chief Actuary and Integration Management Officer  
Senior Vice President, Chief Accounting Officer and Controller  
Executive Vice President, Clinical Health Policy and Chief Medical Officer  
President and CEO, Consumer Business Unit and Executive Vice President
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Renewal Letters with Gonzalez, Saggio &amp; Harlan; Howard Law Firm; Pitegoff Law Office; Jimmerson Hansen; Lewis, Brisbois, Bisgaard &amp; Smith; Mandelbaum, Schwarz, Ellerton &amp; McBride; Morris, Polich &amp; Purdy; and Parker, Nelson &amp; Associates.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board approve Renewal Letters for legal services with Gonzalez, Saggio & Harlan, LLP; Howard Law Firm; JI Pitegoff, Ltd. d/b/a Pitegoff Law Office; Jimmerson Hansen, PC; Lewis, Brisbois, Bisgaard & Smith, LLP; Mandelbaum & Schwarz d/b/a Mandelbaum, Schwarz, Ellerton & McBride; Morris, Polich & Purdy, LLP; and Parker, Nelson & Associates, Chtd.; and authorize the Chief Executive Officer to sign the Letters.

FISCAL IMPACT:

- **Fund #:** 7640.000
- **Fund Center:** 3000867000
- **Fund Name:** UMC Operating Fund
- **Amount:** 
  - Partners $150.00/hour
  - Associates $130.00/hour
  - Paralegals $65.00/hour
  - Legal Nurse Consultant $75.00/hour

BACKGROUND:

On February 5, 2008, the Board of Hospital Trustees awarded Legal Service Agreements with the following Law Firms:

- Barker Washburn
- Black & Lobello
- Christopher J. Raleigh, PC
- Gonzalez, Saggio & Harlan, LLP
- Jimmerson Hansen, PC
- Mandelbaum, Schwarz, Ellerton & McBride
- Morris, Polich & Purdy, LLP
- Parker, Nelson & Associates, Chtd.
- Pitegoff Law Office
- Tuve & McBride

On May 6, 2008, the Board awarded two more contracts with Howard Law Firm and Lewis, Brisbois, Bisgaard & Smith, LLP (previously S. Brent Vogel, PC d/b/a Jennings, Strouss & Salmon).

Cleared for Agenda
January 12, 2011
The Agreement provides UMC with specialized legal services in defense of various types of tort claims, including issues relating to medical malpractice. The contract term was from February 5, 2008 through February 4, 2011, with the option to renew for three (3) one-year periods.

This request is to exercise the first of three renewal options in accordance with Section 5 of the Contract; thereby extending the term through February 4, 2012. The following Law Firms to be renewed are:

- Gonzalez, Saggio & Harlan, LLP
- Howard Law Firm
- Pitegoff Law Office
- Jimmerson Hansen, PC
- Lewis, Brisbois, Bisgaard & Smith, LLP
- Mandelbaum, Schwarz, Ellerton & McBride
- Morris, Polich & Purdy, LLP
- Parker, Nelson & Associates, Chtd.

Either party may terminate the agreement with a 30-day written notice.

The hourly rate schedule is part of each contract and provides reasonable rates that are significantly below current market prices for the types of legal services offered. UMC reserves the right to use the services of any firm it retains on an as-needed and non-exclusive basis; and offers the right to retain, for any given matter, any firm it determines to be most qualified to represent the Hospital’s interests.

Respectfully submitted,

[Signature]
Kathleen Silver
Chief Executive Officer
December 29, 2010

Gonzales, Saggio & Harlan
Mr. David Saggio
411 E. Bonneville, Ste. 100
Las Vegas, NV 89101

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Saggio:

This letter confirms that UMC has elected to exercise the first of three (3) one-year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Howard Law Firm
Mr. James Howard
1835 Village Center Cir.
Las Vegas, NV 89134

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Howard:

This letter confirms that UMC has elected to exercise the first of three (3) one year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Pitgoff Law Office
Mr. Jeffrey Pitgoff
5135 Camino Al Norte, Ste. 250
N. Las Vegas, NV 89031

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Pitgoff:

This letter confirms that UMC has elected to exercise the first of three (3) one year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Jimmerson Hansen, PC  
Ms. Lynn Hansen  
415 S. Sixth St., Ste. 100  
Las Vegas, NV 89101

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Ms. Hansen:

This letter confirms that UMC has elected to exercise the first of three (3) one year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER  
Chief Executive Officer
December 29, 2010

Lewis, Brisbois, Bisgaard & Smith, LLP
Mr. S. Brent Vogel
6385 S. Rainbow Blvd., Ste. 600
Las Vegas, NV 89118

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Vogel:

This letter confirms that UMC has elected to exercise the first of three (3) one year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Mandelbaum, Schwarz, Ellerton & McBride
Ms. Kim Mandelbaum
2012 Hamilton Lane
Las Vegas, NV 89106

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Ms. Mandelbaum:

This letter confirms that UMC has elected to exercise the first of three (3) one year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Morris, Polich & Purdy, LLP
Mr. Nicholas Wieczorek
3883 Howard Hughes Pkwy., Ste. 560
Las Vegas, NV 89169

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Wieczorek:

This letter confirms that UMC has elected to exercise the first of three (3) one-year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
December 29, 2010

Parker, Nelson & Associates, Chtd.
Mr. Theodore Parker, III, Esq.
2460 Professional Ct., Ste. 200
Las Vegas, NV 89128

RE: NOTICE OF OPTION TO EXTEND THE AGREEMENT FOR LEGAL SERVICES

Dear Mr. Parker:

This letter confirms that UMC has elected to exercise the first of three (3) one-year options to renew the Legal Services Agreement per Section 5, Term of Contract.

The contract extension shall be effective through February 4, 2012.

Should you have any questions, please contact Jim Haining, Purchasing Administrator, at (702) 383-3606.

Sincerely,

KATHLEEN SILVER
Chief Executive Officer
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<td><strong>LLP</strong></td>
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<thead>
<tr>
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<th><strong>Gonzalez Saggio &amp; Harlan LLP</strong></th>
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</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td></td>
</tr>
<tr>
<td>Business Address:</td>
<td><strong>4111 East Bonneville St. 100</strong></td>
</tr>
<tr>
<td></td>
<td>Las Vegas, NV 89101</td>
</tr>
<tr>
<td>Business Telephone:</td>
<td><strong>702-366-1816</strong></td>
</tr>
<tr>
<td></td>
<td>Email: <a href="mailto:kathleen.pau@GVHLLP.com">kathleen.pau@GVHLLP.com</a></td>
</tr>
<tr>
<td>Business Fax:</td>
<td><strong>702-366-1945</strong></td>
</tr>
<tr>
<td>Local Business Address:</td>
<td><strong>see above</strong></td>
</tr>
<tr>
<td>Local Business Telephone:</td>
<td><strong>see above</strong></td>
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1. 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.)

2. 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**

Kathleen M. Pau@shian

**Print Name**

Kathleen M. Pau@shian

**Date**

12/29/10
Kristine Sy
From: Kathleen Paustian [Kathleen_Paustian@gshllp.com]
Sent: Thursday, December 30, 2010 11:11 AM
To: Kristine Sy
Subject: From Kathleen Paustian/ Attorneys - Gonzalez Saggio & Harlan LLP

Our Staff

GSH is dedicated to excellent service. As a minority-owned and operated law firm, diversity is a GSH value. We are committed to recruiting, retaining and promoting minority and female attorneys and staff. Nearly three-fourths of our attorneys are women or minorities. Our diverse racial and cultural backgrounds add perspective and value to each matter we handle.

The following are the professional biographies of GSH's attorneys:

- Neifor B. Acosta
- Stephen J. Adnopoz
- Tehseen Ahmed
- Perla C. Alvarez
- Nelson L. Atkins
- Philip C. Berg
- Jerome C. Bishop
- Julie T. Bittner
- Sort By Location
- Kenneth M. Jones
- William C. Kling
- Stephen L. Knowles
- R. Jeffrey Krill
- Kenneth A. Louard
- Stephen Lowe
- Charles P. Magyera
- Paul D. Manrique
Natasha L. Blackshear  Bethany C. McCurdy
Herbert S. Bratt  Elizabeth A. McDuffie
Warren E. Buliox  David A. Meisinger
Neil P. Calvin  Laurie E. Meyer
Vickie S. Carlton-Sadler  Alber S. Michalik
David B. Carr  Natalia Minkel-Dumit
Donald J. Cayca  Michael Mishlove
Kenneth B. Chang  Jennifer Pflug Murphy
Elizabeth Conkin  Kerrie M. Murphy
Jeannette M. Conrad  Christopher L. Muzzo
Marcie B. Cornfield  Santosh Narayan
Heather A. Davis  Vincent T. Norwillo
Catherine Q. Delahunt  Kathleen M. Paustian
Susan Michael Doherty  Robert C. Pearman, Jr.
Angela K. Dorn  Dawn N. Phillips
Sara M. Drescher  Luseni (Lou) Pieh
Bret A. Dublinske  Richard H. Porter
Robert A. Dudek  Gwendolyn D. Prioleau
Ben Espy  Miriam A. Rich
Irwin S. Evans  C. Willis Ritter
Edward A. Fallone  Karma S. Rodgers
Joseph M. Fasi II  Hugo P. Rojas
Jean-Marie Feedham  Anique N. Ruiz
Matthew J. Feery  David R. Saggio
Matthew T. Fricker  Cynthia L. Sands
Robert R. Furnier  William P. Scott
Mary Pat Gallagher  Rasheed A. Simmonds
Maral I. Gasparian  Roxann S. Smithers
Steven Gerber  Michael Soto
Gregory B. Gilmore  Marcella S. Spoto
Gerardo (Jerry) H. Gonzalez  Terri L. Stough
Benjamin C. Grawe  Joshua F. Stubbins
Diana F. Grilli  Greg G. Taylor
Jill Pedigo Hall  Jessica Thaler

1/3/2011
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1/3/2011
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<td>☑ Corporation</td>
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<td>☐ Trust</td>
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<td>(Include d.b.a., if applicable)</td>
<td>1835 Village Center Circle</td>
</tr>
<tr>
<td>Business Address:</td>
<td>702-385-3333</td>
</tr>
<tr>
<td>Business Telephone:</td>
<td>Email: <a href="mailto:jhoward@howardlaw.com">jhoward@howardlaw.com</a></td>
</tr>
<tr>
<td>Business Fax:</td>
<td>702-922-8091</td>
</tr>
<tr>
<td>Local Business Address:</td>
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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).

<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
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<tr>
<td>Tracey Howard</td>
<td>Secretary/Treasurer</td>
<td>50</td>
</tr>
<tr>
<td>James Howard</td>
<td>President</td>
<td>50</td>
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1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, grandchildren, grandparent, 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 act on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: [Signature]

Print Name: [Print Name]

Title: President

Date: 1/3/2010
## DISCLOSURE OF OWNERSHIP/PRINCIPALS

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|-----------------------------|---------------------------------|--------------------------|-------------------------------------------|---------------------------|---------------------------|

**Business Name:**

JI Pitegoff LTD

(db) Pitegoff Law Office

**Business Address:**

2620 Regatta Dr, Suite 102, Las Vegas NV 89128

**Business Telephone:** (702) 553-1050

**Business Fax:** (702) 893-3900

Email: jpitfgoff@lawpitgoff.com

**Local Business Telephone:**

Email:

---

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.

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<table>
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<tr>
<th>Full Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Jeffrey Pitegoff</td>
<td>President</td>
<td>100%</td>
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---

1. 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, 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: [Signature]

Print Name: Jeffrey Pitegoff

Date: 1/3/11
**Type of Business**

- [ ] Individual
- [ ] Partnership
- [ ] Limited Liability Corporation
- [x] Corporation
- [ ] Trust
- [ ] Other

**Business Designation Group (For informational purposes only)**

- [ ] MBE
- [ ] WBE
- [ ] SBE
- [ ] PBE
- [ ] LBE
- [x] NBE

**Minority Business Enterprise**

- Women-Owned Business Enterprise
- Small Business Enterprise
- Physically Challenged Business Enterprise
- Large Business Enterprise
- Nevada Business Enterprise

**Business Name:** Jimmerson Hansen P.C.

(Include d.b.a., if applicable)

**Business Address:** 415 South 6th Street

Suite 1100

**Business Telephone:** 702-388-7171

Email: lmh@jimmersonhansen.com

**Business Fax:** 702-380-6406

Email: lmh@jimmersonhansen.com

**Local Business Address**

**Local Business Telephone:**

**Local Business Fax:**

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

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

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<th>Full Name</th>
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<tr>
<td>James J. Jimmerson</td>
<td>President</td>
<td>70</td>
</tr>
<tr>
<td>Lynn M. Hansen</td>
<td>Secretary</td>
<td>30</td>
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1. 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  [x] 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.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, 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  [x] 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**

[Signature]

Print Name

Lynn M. Hansen

Date

18/4/12

Page 1 of 2

Revised 01/2010
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<th>☑ SBE</th>
<th>□ PBE</th>
<th>☑ LBE</th>
<th>□ NBE</th>
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</table>

**Business Name:** Lewis Brisbois Bisgaard & Smith LLP

(Include d.b.a., if applicable)

**Business Address:** 221 N. Figueroa Street, Suite 1200

Los Angeles, CA 90012

**Business Telephone:** 213.250.1800

**Business Fax:** 213.250.7900

**Local Business Address:** 6385 Rainbow Blvd, Suite 600

Las Vegas, NV 89118

**Local Business Telephone:** 702.893.3383

**Local Business Fax:** 702.893.3789

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 landlord(s).

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<td>(Not required for Publicly Traded Corporations)</td>
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1. 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)?

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☐ 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:** [Signature]

**Title:** Managing Partner (LV)

**Print Name:** [Print Name]

**Date:** 1/4/11

Page 1 of 2

Revised: 01/20/10
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<td>Campo, Joseph C.</td>
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<td>Moriarty, Marilyn R.</td>
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<td>Smith, R. Gaylord</td>
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<td>Percentage</td>
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<tr>
<th>Business Name:</th>
<th>Kim Irene Mandelbaum, Ltd., dba Mandelbaum, Ellerton &amp; McBride</th>
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<tbody>
<tr>
<td>Business Address:</td>
<td>2012 Hamilton Lane, Las Vegas, NV 89106</td>
</tr>
<tr>
<td>Business Telephone:</td>
<td>(702) 367-1234, Email: <a href="mailto:kim@memlaw.net">kim@memlaw.net</a></td>
</tr>
<tr>
<td>Business Fax:</td>
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<td>Local Business Telephone:</td>
<td>as above, Email: as above</td>
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<td>Local Business Fax:</td>
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<tr>
<th>Full Name</th>
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<tbody>
<tr>
<td>Kim Irene Mandelbaum</td>
<td>President</td>
<td>100%</td>
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1. 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  X 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.)

2. 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.

Kim Irene Mandelbaum

Signature: Kim Irene Mandelbaum
President

Print Name: Kim Irene Mandelbaum
Date: 1/3/11

Page 1 of 2

Revised 01/20/10
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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**Business Name:** Morris Polich & Purdy LLP  
*(include d.b.a., if applicable)*

**Business Address:**  
3883 Howard Hughes Parkway, Suite 560  
Las Vegas, Nevada 89169

**Business Telephone:** (702) 862-8300  
Email: nwieczorek@mpplaw.com

**Business Fax:** (702) 862-8400

**Local Business Address**

**Local Business Telephone**  
Email:

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**See Addendum, page 3 of 3**

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   - ☐ 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.)*

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**Signature**  
**Print Name**

**Partner**  
**Title**

**Date**

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Page 1 of 3  
Revised 01/20/10
**ADDENDUM – DISCLOSURE OF OWNERSHIP/PRINCIPALS**

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<td>Theodore D. Levin</td>
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<td>Dean A. Olson</td>
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<td>Nicholas M. Wieczorek</td>
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<th>Email: <a href="mailto:tparker@phailaw.net">tparker@phailaw.net</a></th>
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<td>Theodore Parker III</td>
<td>President</td>
<td>100%</td>
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</table>

## 1. 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)?

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## 2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sisters, grandchild, 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)?

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

**Signature:**

**Print Name:** Theodore Parker III

**Date:** 12/31/10

**Title:** President
That the Hospital Advisory Board approve the Contracted Pharmacy Services Agreement between Walgreen Co. and University Medical Center of Southern Nevada on 340B Drug Program; and authorize the Chief Executive Officer to sign the agreement and any amendment that only adds pharmacy locations.

FISCAL IMPACT:

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<td>Fund Name:</td>
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<td>Amount:</td>
<td>Revenue is estimated at $1,000,000 per year</td>
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Additional comments: Enhanced revenues by having access to eligible patients of 340B Drug Program members.

BACKGROUND:

This request is to approve an agreement with Walgreen Co. ("Walgreens") allowing Walgreens to utilize 340B medications to fill UMC Primary Care/Quick Care, Emergency Department, Clinic based prescriptions. This relationship would be applied to prescription business Walgreen’s is currently providing to patients of UMC.

Recent HRSA regulations have provided for multiple contract pharmacy relationships with 340B entities. UMC is a covered entity under Section 340B of the Veterans Administration Act of 1992 and qualifies as a disproportionate share hospital. Federal law requires that 340B medications be sold at a discount of 13%, 17% and 23% of best price based on the class of pharmaceutical (generic/brand). The 23% applies to brand name products. Current discount rates were enhanced as part of the Affordable Care Act. This pricing is similar to the rebated Medicaid price for medications established by Congress in OBRA '90. In establishing contract pharmacy relationships, UMC is able to share in the profit margin on the 340B eligible prescriptions filled by the contract pharmacy.

In a preliminary analysis based on prescriptions already being filled by Walgreens, it was estimated that the contract pharmacy relationship could provide a new revenue stream of approximately $1 million to UMC. However, due to the lack of a contract pharmacy relationship, UMC has no access to share in revenues that
can be achieved by utilizing medications at 340B pricing. Walgreen’s, under this relationship, will be able to purchase the medications, which it purchases to fill UMC patient’s prescriptions, at 340B pricing which provides the opportunity for sharing of revenues. Walgreen's will receive a dispensing fee plus a percentage of the reimbursement for 340B eligible prescriptions that exceed the 340B dispensing fee. UMC will receive the amount of reimbursement above the percentage retained by Walgreen’s, if any. In the event that Walgreen’s is unable to replace their inventory with 340B priced pharmaceuticals on a 90-day basis, UMC will be responsible to reimburse Walgreen’s for the difference in pharmaceutical cost. This would only occur if a particular drug has very low movement or has been discontinued from the market.

The contract term shall commence on December 1, 2010 and remain in effect for one-year after which, the contract shall automatically renew for successive one-year periods until terminated with a 30-day written notice. This request also authorizes the CEO to sign any amendment to the agreement that only adds pharmacy locations to the agreement.

Walgreens Co. currently holds a Clark County business license.

UMC will not be limited to a contract relationship with Walgreen’s and can establish similar relationships with other retail pharmacy organizations in the future should the potential for revenue stream be exhibited.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer
CONTRACTED PHARMACY SERVICES AGREEMENT

This Contracted Pharmacy Services Agreement ("Agreement") is made and entered into this 1st day of December, 2010 ("Effective Date") by and between University Medical Center of Southern Nevada, Inc. ("Health Center") and Walgreen Co. ("Walgreens").

RECITALS

A. Section 340B of the Public Health Services Act classifies certain health care clinics as Covered Entities;

B. Health Center is eligible to purchase prescription and non-prescription medications for outpatients at reduced cost through the 340B Drug Program at those locations set forth in Exhibit A, attached hereto and incorporated herein, which are authorized as Covered Entities to contract with a licensed pharmacy to manage and dispense its 340B Drugs;

C. Health Center desires to contract with Walgreens to dispense medications to Eligible Patients pursuant to Health Center's 340B Drug Program; and

D. Walgreens agrees to dispense Health Center's 340B Drugs pursuant to the terms and conditions of this Agreement.

E. THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, Health Center and Walgreens hereby agree to the following terms and conditions:

AGREEMENT

ARTICLE ONE
DEFINITIONS

1.1 "340B Drugs" means prescription outpatient pharmaceutical products prescribed by an authorized medical provider affiliated with Health Center, including Legend Drugs. All 340B Drugs shall be subject to the Limiting Definition of "covered outpatient drug" set forth in Section 1927(k) of the Social Security Act, 42 USC 1396r-8(k)(2) & (3), which is incorporated as the applicable definition for Section 340B of the Public Health Services Act.
1.2 "340B Drug Program" means the Health Center’s program to purchase and either dispense or arrange for the dispensing of 340B Drugs to Eligible Patients in accordance with Section 340B of the Public Health Services Act.

1.3 "ASN" means the Supplier’s advance shipment notice.

1.4 "Average Wholesale Price" or "AWP" means the Average Wholesale Price for each drug product in the database as defined by First DataBank.

1.5 "Contracted Rate" shall refer to the contracted and/or agreed upon reimbursement rate between Walgreens and the applicable Private Insurer.

1.6 "Covered Entities" means those entities that meet the requirements set forth in section 340B(a)(4) of the Public Health Service Act and have been deemed eligible to purchase outpatient prescription drugs from drug manufacturers at reduced prices for use by Eligible Patients.

1.7 "DHHS" means the United States Department of Health and Human Services.

1.8 "Eligible Patients" means those Health Center outpatients with Private Insurer prescription plan coverage who are eligible to purchase and/or receive 340B Drugs from Health Center Locations or Retail Pharmacy locations. All Health Center patients who are: (i) Medicaid beneficiaries and for whom claims for pharmaceuticals are reimbursable by a state Medicaid program; or (ii) uninsured are expressly excluded from this definition.

1.9 "Health Center Location(s)" means the individual and the federally qualified health clinic(s) listed in Exhibit A.

1.10 "Inventory Audit PO Receipt Report" means the monthly written report provided by Walgreens to Health Center within five (5) business days of the beginning of each month and describes activity pertaining to Walgreens’ provision of services hereunder for the preceding month. Such report will be provided by Walgreens in an Excel Spreadsheet and will include, at a minimum, Health Center’s account number and, with respect to Health Center, a listing of each 340B-priced pharmaceutical ordered by Walgreens, a POAck for each 340B-priced pharmaceutical product ordered by Walgreens, an ASN indicating incoming shipments of 340B-priced pharmaceuticals, and Posted Receipts indicating those 340B-priced pharmaceuticals actually received by Walgreens. Providing the Inventory Audit PO Receipt Report is conditioned upon Health Center’s Supplier providing EDI data (Electronic Data Interface) to Walgreens during the applicable report period.
1.11 “Legend Drug(s)” means those drugs which, by federal law can be dispensed only pursuant to a prescription and which are required to bear the legend “Caution – Federal Law prohibits dispensing without prescription.”

1.12 “NDC-11” means the unique 11-digit number containing i) the labeler code assigned by the Food and Drug Administration; ii) the product code; and iii) the package size of the pharmaceutical product.

1.13 “OPA” means the Office of Pharmacy Affairs.

1.14 “POAck” means the Supplier’s purchase order acknowledgement.

1.15 “Prescriber List” means the list of prescribers eligible to write prescriptions for 340B Drugs hereunder.

1.16 “Price File” means the list of 340B Drugs and associated pricing available from the Supplier.

1.17 “Private Insurer” means the Managed Medicaid, Medicare Part D, and/or a private third-party insurer responsible for an Eligible Patient’s prescription plan coverage and to reimburse Walgreens the Contracted Rate for pharmacy services.

1.18 “Retail Pharmacy” shall refer to the specific retail pharmacy location(s) referenced in Exhibit A.

1.19 “Section 340B” shall refer to Section 340B of the Public Health Services Act.

1.20 “Supplier” means the pharmaceutical manufacturer, supplier, or drug wholesaler as set forth in Exhibit B, which has entered into a written agreement with Health Center to provide 340B Drugs, reports, ASN’s, POAck and any other information set forth herein.

1.21 “Tax” means any sales tax, imposition, assessment, excise tax or other government levied amount based on Walgreens’ retail sales of prescriptions to Health Center’s patients either on gross revenues or by transaction, whether such tax is designated a sales tax, gross receipts tax, retail occupation tax, value added tax, health care provider tax, transaction privilege tax, assessment, pharmacy user fee, or charge otherwise titled or styled. It includes any tax in existence or hereafter created whether or not the bearer of the tax is the retailer or consumer.
ARTICLE TWO
HEALTH CENTER RESPONSIBILITIES

2.1 Eligibility Verification. Health Center will provide all Eligible Patients with a prescription which will contain, but not necessarily be limited to, the Health Center Location and the Eligible Patient’s full name, which will establish eligibility under this Agreement and serve as evidence of Health Center’s authorization for Eligible Patients to received 340B Drugs.

2.2 Orders and Payment to Supplier. Health Center shall purchase 340B Drugs through written contracts with Suppliers. Walgreens will order from the applicable Supplier each full package size, as such package size is dictated by the manufacturer, of 340B Drugs dispensed hereunder and Health Center, through the Supplier, will provide the applicable Retail Pharmacy with replacement 340B Drugs, in the full package size. In addition, Health Center shall promptly review the Inventory Audit PO Receipt Report and notify Walgreens of any discrepancies between the information contained on the Inventory Audit PO Receipt Report and the amount billed to Health Center by the Supplier. Health Center acknowledges and agrees that Walgreens may withhold dispensing 340B Drugs to Eligible Patients in the event the Supplier fails to ship replacement pharmaceuticals to the applicable Retail Pharmacy.

2.3 Records and Reports. Upon request from Walgreens, Health Center will promptly provide Walgreens with copies of Supplier invoices pertaining to 340B Drugs received by Walgreens hereunder. In addition, on a semi-monthly basis, Health Center will provide Walgreens with the Prescriber List and Price File.

2.4 Changes With Suppliers and Benefit Design. Health Center will notify Walgreens at least ninety (90) calendar days prior to any change in the Suppliers used to provide 340B Drugs hereunder. In the event Health Center fails to notify Walgreens of such change or Walgreens dispenses drugs to an individual who is no longer eligible to receive 340B Drugs, the parties agree such individuals or pharmacy services shall not be covered by this Agreement. In no event will Walgreens be obligated to reverse any claim or make adjustments to its invoices.

2.5 Patient Choice. Subject to a patient’s freedom to choose a provider of pharmacy services, each Health Center Location will inform Eligible Patients that they may be eligible for a discount on certain prescription drugs, other than Medicaid prescriptions, and advise them that such discount has been arranged for only at the Retail Pharmacies listed on Exhibit A. In addition, Health Center Location will inform all Health Center patients eligible for the 340B Drug Program but without Private Insurer coverage that they may be eligible for a discount under a similar program on certain prescription drugs,
other than Medicaid prescriptions, and advise them that such discount has been arranged for only at other pharmacy location(s) as determined by Health Center, and that if such non-Eligible Patient seeks pharmacy services from Walgreens the non-Eligible Patient will not be eligible for a discount through the 340B Drug Program.

2.6 Compliance with Laws. Health Center agrees to comply with applicable federal and state laws and regulations. Such compliance shall include, establishing appropriate control procedures to ensure that Eligible Patients are referred to and receive prescriptions from the appropriate Retail Pharmacy.

ARTICLE THREE
WALGREENS' SERVICES AND RESPONSIBILITIES

3.1 Management Services. Walgreens shall provide the 340B Drug dispensing and inventory maintenance services set forth herein with respect to each Health Center Location. Upon thirty (30) days prior written notice and approval by Walgreens, Health Center may add additional Health Center Locations to Exhibit A as the need arises. The 340B dispensing and inventory maintenance services provided by Walgreens hereunder will include the following:

3.1.1 Walgreens will order 340B Drugs from the applicable Supplier on behalf of the applicable Health Center Location in order to replenish the 340B Drugs dispensed to Eligible Patients by Walgreens. The applicable Retail Pharmacy will receive shipments from the Supplier on behalf of the Health Center Location.

3.1.2 Walgreens shall notify the Health Center in the event a Supplier is unable to either ship and/or replenish certain 340B Drugs. Thereafter, in the event a Health Center prescriber writes a prescription for said 340B Drug, Health Center agrees that Walgreens may fill such prescription and those patients shall be non-Eligible Patients.

3.1.3 In the event Walgreens is unable to order replacement pharmaceutical products from the Supplier within: i) 90 days from the date a 340B Drug was last dispensed at the applicable Retail Pharmacy location; or ii) 180 days from the date that the 340B Drug was initially dispensed at the Retail Pharmacy location because the quantity of 340B Drugs dispensed hereunder is less than a full package size, as such package size is dictated by the manufacturer, Health Center will reimburse Walgreens for the cost of said drugs in accordance with the replenishment rates set forth in paragraph B of Exhibit C.
3.2 **Inventory Maintenance.** Walgreens will maintain an electronic tracking system that is capable of tracking 340B Drugs received from the Supplier. Each 340B Drug shall be dispensed from the applicable Retail Pharmacy's non-340B-priced inventory at the 340B price and shall be replenished with 340B-priced inventory. In the event Walgreens cannot or does not receive 340B Drugs at the NDC-11 level replenishment from the Supplier due to: (a) the product being discontinued by the Supplier; (b) the Supplier has discontinued stocking of the product; or (c) the NDC-11 is on back order from the Supplier for a period greater than sixty (60) calendar days from the original date of an order fulfillment attempt by the Supplier, Walgreens will either block the dispensing of prescriptions as 340B Drugs at the NDC-11 level for such drugs, or will instruct Health Center to block the dispensing of prescriptions as 340B Drugs at the NDC-11 level for such drugs. In such event, Health Center will reimburse Walgreens for the cost of said drugs in accordance with the replenishment rates set forth in paragraph B of Exhibit C.

3.3 **Dispensing of 340B Drugs.** Upon presentation of a Health Center prescription bearing the Health Center's name, which contains the Eligible Patient's name, the Health Center Location, the group number and the signature of a legally qualified health care provider affiliated with the Health Center, Walgreens will dispense 340B Drugs to said Eligible Patient. The parties agree that the foregoing will establish an Eligible Patient's eligibility under this Agreement and serve as evidence of Health Center's authorization for the Eligible Patient to receive 340B Drugs pursuant to this Agreement.

3.4 **Withholding of Walgreens Services.** Notwithstanding any provision to the contrary, Health Center acknowledges and agrees that Walgreens may withhold dispensing of a 340B Drug to an Eligible Patient for good cause, including but not necessarily limited to, the Eligible Patient's failure to pay for services rendered (e.g., copayments); requests by Eligible Patient for quantities of drugs in excess of prescribed quantities or refill limitations, pursuant to the pharmacy benefit information provided by the Private Insurer; or where, in the professional judgment of the dispensing pharmacist, the prescription should not be filled.

3.5 **Reconciliation.** Walgreens will conduct a quarterly reconciliation of 340B Drugs dispensed against those 340B Drugs received by Walgreens.

3.5.1 In the event Walgreens determines that the quantity of 340B Drugs provided to Walgreens exceeds the quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will either: (a) adjust the virtual inventory so that Health Center is not charged for such drugs; or (b) reimburse Health Center for such drugs in accordance with the average
historical 340B price set forth in the Supplier’s invoice. If Walgreens determines that the average historical 340B price of the medication is less than the applicable replenishment rate set forth in paragraph B of Exhibit C, Walgreens will reimburse the Supplier the difference.

3.5.2 In the event Walgreens determines that the quantity of 340B Drugs provided to Walgreens is less than quantity of 340B Drugs dispensed to Eligible Patients hereunder, Walgreens will notify Health Center and Health Center will instruct the Supplier to provide 340B Drugs to Walgreens. If, for whatever reason, the Supplier is unable to provide 340B Drugs with the same NDC-11 as the 340B Drug ordered hereunder, Health Center will reimburse Walgreens for the cost of said drugs in accordance with the rates set forth in paragraph B of Exhibit C.

3.6 Walgreens’ Compliance Responsibility. Walgreens shall be solely responsible for all professional advice and pharmacy services rendered by it to Eligible Patients. Walgreens agrees to render pharmacy services as herein provided in accordance with the rules and regulations of the applicable State Board of Pharmacy and all applicable federal laws and regulations. It is expressly understood that relations between an Eligible Patient and Walgreens shall be subject to the rules, limitations, and privileges incident to the pharmacy-patient relationship. Walgreens shall be solely responsible, without interference from Health Center or its agents to said Eligible Patient for pharmaceutical advice and service, including the right to refuse to serve any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.

3.7 Insurance. Walgreens will self insure or maintain at its sole expense, and in amounts consistent with industry standards, insurance for general and professional liability and such other insurance as may be necessary to insure Walgreens, its employees, and agents against any claim or claims for damages arising directly or indirectly in connection with Walgreens’ negligent performance of any services under this Agreement, and the use of any property or facilities provided by Walgreens. Walgreens’ insurance information is available at www.walgreens.com/insurance.

ARTICLE FOUR
REIMBURSEMENT AND BILLING

4.1 Payment for 340B Management Services.

For services provided to an Eligible Patient under this Agreement, Walgreens will process and bill the Eligible Patient’s Private Insurer at the existing Contract Rates and collect the appropriate required co-payment from the Eligible Patient as communicated to Walgreens at the time of
dispensing. Payment for all fees for services provided by Walgreens will be made in accordance with Exhibit C.

ARTICLE FIVE
COVENANTS AND REPRESENTATIONS

5.1 Inspection by the Supplier. Both parties understand that, under Section 340B(a)(5)(C) of the Public Health Services Act, records that directly pertain to compliance with the Act are subject to audit (in accordance with Section 5.3 below) by the Supplier and the DHHS. Walgreens and Health Center understand and agree that a copy of this Agreement will be provided, upon request, to the Supplier; provided that the Supplier has signed a purchasing agreement with DHHS. In the event either party hereto receives such a request, it shall immediately inform the other party. Health Center acknowledges and agrees that Walgreens may, in its sole discretion, delete and/or redact all Walgreens confidential and proprietary information set forth herein prior to the release of this Agreement.

5.2 Regulatory Compliance. Health Center and Walgreens mutually acknowledge that their intent in entering into this Agreement is solely to facilitate Health Center’s 340B Drug Program for Eligible Patients. The services provided hereunder are only those necessary in order to fulfill this intent, and all financial arrangements established herein are mutually determined to represent either cost or fair market value for the items and services received. The parties expressly do not intend to take any action that would violate state or federal anti-kickback prohibitions, such as those appearing in Section 1128B of the Social Security Act, 42 USC Section 1320a-7b. Instead, it is the intention of the parties that this Agreement and all actions taken in connection herewith shall fully comply with the regulatory requirements of the safe harbor for personal services and management contracts appearing in 42 CFR Section 1001.952(d) and (w), and this Agreement shall in all respects be construed consistent therewith. Both parties agree that they will neither knowingly resell nor transfer a 340B Drug to an individual who is not an Eligible Patient nor will they dispense 340B Drugs to any person whose prescription is reimbursable by a State Medicaid Agency. Notwithstanding the foregoing or any other provision of this Agreement, Health Center represents and warrants to Walgreens that the arrangement contemplated by this Agreement, including by way of example and not limitation the determination of Eligible Patient, is compliant with the 340B Drug Program and all applicable laws, rules, guidance, bulletins, notices and intent related to the 340B Drug Program. Health Center acknowledges and agrees it is solely responsible to determine a patient’s status as an Eligible Patient. In no event shall Walgreens be responsible or liable to Health Center, Eligible Patients, or non-Eligible Patients for determination of eligibility, the
arrangement contemplated by this Agreement, or any violation of the 340B Drug Program as a result thereof.

5.3 **Business Records.** Walgreens will maintain prescription dispensing records relating to its responsibilities under this Agreement for a period of three (3) years from the date of service. Health Center will maintain records relating to its responsibilities under this Agreement, including but not necessarily limited to, eligibility records for patients and payment information regarding the services provided by Walgreens hereunder for a period required by law. During normal working hours and upon fifteen (15) business days advance written notice to the address set forth in Section 7.12 below, each party will allow the other party on-site access to such records for audit purposes and also the right to make photocopies of such records. Notwithstanding the foregoing, unless otherwise provided for elsewhere in this Agreement or required by federal and state laws and regulations, Walgreens' records kept for more than one year from the date of services, its usual and customary pricing data, and financial and administrative records, including, but not limited to, invoices, will not be subject to any type of audits. The parties acknowledge and agree that in no event shall any: (i) audit recovery be claimed or based upon either statistical sampling or extrapolation; or (ii) retroactive adjustments be made as to the days' supply or quantity limits, if the prescription is dispensed as written and/or ordered by the prescriber.

ARTICLE SIX

TERM AND TERMINATION

6.1 **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in effect for a one (1)-year period thereafter; unless terminated earlier as provided herein. Upon expiration of the initial term, this Agreement shall be renewed automatically for successive one-year terms.

6.2 **Termination.** Either party may immediately terminate this Agreement at any time upon written notice to the other party in the event any of the following occurs:

6.2.1 The omission or the commission by the other party of any act or conduct for which its authority to provide services may be revoked or suspended by any governmental or administrative body (whether or not such suspension or revocation actually occurs);

6.2.2 The other party becomes insolvent or bankrupt;
6.2.3 It is determined by the terminating party that the other party lacks any federal, state, or local license, permit, or approval, including, without limitation, certificate of need approval required for the services and operations contemplated by this Agreement or that such services and operations or the arrangements set forth in this Agreement may be inconsistent with, or subject a party to, potential negative consequences under any provision of federal or state law regulating the services contemplated by this Agreement or the arrangements between the parties as set forth herein; or

6.2.4 There is a material breach of the Agreement by the other party, which includes, but is not limited to, non-payment by Health Center of any required fees and/or reimbursement amounts within the time frames set forth in this Agreement.

6.3 **Termination Without Cause.** Notwithstanding any provision to the contrary, either party may terminate this Agreement at any time and without cause upon thirty (30) calendar days' prior written notice to the other party.

6.4 **Termination of Individual Health Center Locations.** Walgreens may terminate participation with respect to any individual Health Center Location, at any time, upon thirty (30) calendar days' prior written notice to the Health Center. Termination of any individual Health Center Location shall not be deemed a termination of this Agreement.

6.5 **Effect of Termination.** Upon termination of this Agreement, Walgreens will provide Health Center with an invoice detailing those drugs dispensed under 340B Drug Program, which have not been replenished. Health Center will reimburse Walgreens for those pharmaceutical products at the rates set forth in paragraph B of Exhibit C. Each party will reimburse the other party any amounts due upon termination of this Agreement. Termination will have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.

**ARTICLE SEVEN**

**GENERAL PROVISIONS**

7.1 **Advertising.** Neither party may advertise or use any trademarks, service marks, or symbols of the other party without first receiving the written consent of the party owning the mark and/or symbol with the following exceptions: Health Center may use the name and the addresses of Walgreens in Health Center's informational brochures or other publications Health Center provides to its patients or
potential patients. Any other reference to Walgreens in any Health Center materials must be pre-approved, in writing, by Walgreens. Walgreens may use Health Center’s name, trademark, service mark, and/or symbols to inform patients and the general public that Walgreens is the only pharmacy contracted for the dispensing of 340B Drugs to Eligible Patients.

7.2 Assignment. Neither party may assign this Agreement to a third party, except that either party will have the right to assign this Agreement to any direct or indirect parent, subsidiary or affiliated company or to a successor company. Any permitted assignee will assume all obligations of its assignor under this Agreement. No assignment will relieve any party of responsibility for the performance of any obligations which have already occurred. This Agreement will inure to the benefit of and be binding upon each party, its respective successors and permitted assignees.

7.3 Choice of Law. This Agreement shall be interpreted according to the laws of the State of Nevada.

7.4 Confidentiality of Records. The parties agree to protect the confidentiality of each other’s records and business information disclosed to it and not to use such information other than as necessary and appropriate in connection with performance of this Agreement. Each party acknowledges that disclosure of confidential information of the other would cause the other party irreparable harm and may, without limiting the remedies available for such breach, be enjoined at the instance of the harmed party. Upon termination of the Agreement, each party agrees to cease use of the other’s information and to return it, or destroy it, as appropriate.

7.5 Delegation. Walgreens may delegate or subcontract the performance of any obligation agreed to be performed by Walgreens hereunder to a related entity, contractor, or subcontractor, provided that as a condition precedent to such delegation or subcontract, all services or other activities performed by such, contractor or subcontractor shall be consistent with and comply with Walgreens’ obligations under this Agreement.

7.6 Dispute Resolution. The parties shall attempt to resolve any dispute or claim existing out of the interpretation of or performance under this Agreement through informal discussions. When a dispute arises, either party may submit a written complaint to the other party describing and proposing the manner of resolving that dispute. The party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within thirty (30) calendar days upon receipt of such complaint. If the claim or dispute can not be resolved through informal discussions, the claimant may bring a legal action in a court of competent jurisdiction to adjudicate its claim or to enforce or interpret any part of this
Agreement. The prevailing party in a legal action will be entitled to recover reasonable attorneys’ fees to be determined by the judicial body. The attorneys’ fees will be in addition to the amount of judgment or any other relief obtained by the prevailing party.

7.7 **Enforceability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected or impaired thereby.

7.8 **Entire Agreement.** This Agreement represents the entire understanding of the parties. Each party hereto warrants and represents that there are no other agreements or understandings between the parties, either oral or written, relating to the subject matter of this Agreement. Any amendments and/or modifications to this Agreement shall be in writing and will become effective and binding upon execution by authorized representatives of the parties hereto.

7.9 **Force Majeure.** The performance by either party hereunder will be excused to the extent of circumstances beyond such party’s reasonable control, such as flood, tornado, earthquake, or other natural disaster, epidemic, war, material destruction of facilities, fire, acts of God, etc. In such event, the parties will use their best efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the party’s failure to perform.

7.10 **Indemnification.** To the extent expressly authorized by Nevada statutes, each party shall indemnify, defend, and hold harmless the other party from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys’ fees, which may arise as a result of the indemnifying party’s negligent performance of or failure to perform any term or condition of this Agreement or any breach of the representations and warrants set forth herein. The obligation to indemnify shall survive termination of this Agreement regardless of the reason for termination.

7.11 **Independent Contractor.** None of the provisions of this Agreement are intended to create, nor shall they be deemed or construed to create, any relationship between the parties hereto other than that of independent entities contracting solely for the purposes of effecting the provisions of this Agreement. Neither of the parties shall be construed to be the partner, co-venturer, or employee or representative of the other party.
7.12 **Notice.** Any notice required or given under this Agreement shall be provided in writing sent by U. S. certified mail, return receipt requested, postage prepaid, or by overnight delivery service providing proof of receipt, to the addresses of the parties as set forth below:

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA, INC.
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102
ATTN: CEO

WALGREEN CO.
1411 LAKE COOK ROAD, MS L319
DEERFIELD, IL 60015
ATTN: HEALTH LAW-
DIVISIONAL VICE PRESIDENT

AND SEND VIA EMAIL TO:
HealthLawLegalNotices@Walgreens.com

Each party may designate by notice any future or different addresses to which notices will be sent. Notices will be deemed delivered upon receipt or upon refusal to accept delivery.

7.13 **Patient Privacy and HIPAA Compliance.** The parties recognize that each may be a healthcare provider and a covered entity within the meaning of the federal Health Insurance Portability and Accountability Act ("HIPAA"). The parties agree to protect and respect the patient’s right to privacy and confidentiality concerning their medical and pharmaceutical records, and to protect all individually identifiable health information as protected health information from misuse or disclosure, in compliance with all applicable state and federal law. Without limiting the generality of the foregoing, the parties agree to use patient-specific information: (i) only for permitted treatment, billing and related record-keeping purposes; or (ii) as otherwise permitted by law. In the event that any patient information created, maintained or transmitted in connection with this agreement is to be transmitted electronically, the parties agree that they shall comply in all respects with the requirements of HIPAA governing electronic transmission of individually identifiable patient information. Failure by either party to abide by these requirements shall be a basis for immediate termination of this Agreement.

7.14 **Signature Authority.** Each party to this Agreement warrants that it has full power and authority to enter into this Agreement and that the person signing this Agreement on behalf of either party warrants that he or she has been duly authorized and empowered to enter into this Agreement.

7.15 **Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.
IN WITNESS WHEREOF, Health Center and Walgreens have executed and delivered this Agreement by their representatives duly authorized.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, INC.

By: __ FOR REVIEW ONLY __

Printed Name: _______________________

Title: _______________________________

WALGREEN CO.

By: __ FOR REVIEW ONLY __

Printed Name: _______________________

Title: _______________________________

Approved as to Form and Content

______________________________

Legal ________________________

______________________________
SCHEDULE OF EXHIBITS

Exhibit A- Pharmacy and Clinic Locations

Exhibit B- Suppliers

Exhibit C- Fee Schedule
Exhibit A
Pharmacy and Clinic Locations

I. Health Center Locations

<table>
<thead>
<tr>
<th>Health Center Location Address</th>
<th>OPA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1800 West Charleston Blvd.</td>
<td>DSH290007</td>
</tr>
<tr>
<td>Las Vegas, Nevada 89102</td>
<td></td>
</tr>
</tbody>
</table>

II. Retail Pharmacy Locations

<table>
<thead>
<tr>
<th>Retail Pharmacy Location Address</th>
<th>OPA Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walgreens #03844</td>
<td></td>
</tr>
<tr>
<td>5011 E. Sahara Ave.</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, NV 89142-2911</td>
<td></td>
</tr>
<tr>
<td>Walgreens #03922</td>
<td></td>
</tr>
<tr>
<td>7599 W. Lake Mead Blvd.</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, NV 89128-0274</td>
<td></td>
</tr>
<tr>
<td>Walgreens #04137</td>
<td></td>
</tr>
<tr>
<td>9415 W. Desert Inn Rd.</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, NV 89117-6765</td>
<td></td>
</tr>
<tr>
<td>Walgreens #04433</td>
<td></td>
</tr>
<tr>
<td>4895 Boulder Hwy.</td>
<td></td>
</tr>
<tr>
<td>Las Vegas, NV 89121-3012</td>
<td></td>
</tr>
<tr>
<td>Walgreens #04854</td>
<td></td>
</tr>
<tr>
<td>4771 W. Craig Rd.</td>
<td></td>
</tr>
<tr>
<td>North Las Vegas, NV 89032-2501</td>
<td></td>
</tr>
<tr>
<td>Walgreens #05814</td>
<td></td>
</tr>
<tr>
<td>1445 W. Craig Rd.</td>
<td></td>
</tr>
<tr>
<td>North Las Vegas, NV 89032-0211</td>
<td></td>
</tr>
</tbody>
</table>

1 Walgreens will notify Health Center of any new Retail Pharmacy Locations to this Exhibit A. In addition, Walgreens and Health Center, as applicable, shall notify the other party of any change to the addresses or any other relevant information to either the Health Center Locations or the Retail Pharmacy Locations currently set forth in Exhibit A.
Exhibit B
Suppliers

Cardinal Health
Exhibit C
Fee Schedule

A. Private Insurer Coverage. Walgreens will process and bill the Eligible Patient’s Private Insurer at the Contracted Rate for each 340B Drug dispensed to an Eligible Patient pursuant to this Agreement. Upon confirmation that the Private Insurer has paid Walgreens at the Contracted Rate for an Eligible Patient’s prescription and provided that: i) Health Center is current in its payment obligations to Walgreens, including replenishment of inventory and ii) the payment received by Walgreens exceeds the 340B Dispensing Fee set forth above, Walgreens will retain an amount equal to $12.00 ("Dispensing Fee") plus seven percent (7%) of the reimbursement based upon the Contracted Rate received by Walgreens ("Third Party Fee"). If the Private Insurer payment received by Walgreens is less than the Dispensing Fee plus the Third Party Fee, Walgreens agrees to accept and retain the Private Insurer payment as payment in full. In addition, Walgreens will deduct all the monies owed for unreplenishable inventory calculated at the rates set forth in Section B below from the Private Insurer payment and will invoice Health Center for the balance of the unpaid inventory replenishment.

B. Inventory Replenishment Rate. For each 340B Drug dispensed by Walgreens hereunder for which Walgreens does not receive replenishment from the Supplier, Health Center agrees to reimburse Walgreens as follows:

(i) Brand Name Drugs: the Average Wholesale Price of the dispensed pharmaceutical product minus 16.65%.

(ii) Generic Drugs: the Average Wholesale Price of the dispensed pharmaceutical product minus 70%.
**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<table>
<thead>
<tr>
<th>Type of Business</th>
<th></th>
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<tbody>
<tr>
<td>☐ Individual</td>
<td>☐ Partnership</td>
</tr>
</tbody>
</table>

**Business Designation Group (For informational purposes only)**

<table>
<thead>
<tr>
<th>☐ MBE</th>
<th>☐ WBE</th>
<th>☐ SBE</th>
<th>☐ PBE</th>
<th>☒ LBE</th>
<th>☐ NBE</th>
</tr>
</thead>
</table>

**Business Name:** Walgreen Co.

(Including d.b.a., if applicable)

**Business Address:** 200 Wilmot Rd.

Deerfield, IL 60015

**Business Telephone:** 847-940-2492

**Email:** Duane.Hanson@walgreens.com

**Business Fax:** 847-368-6571

**Local Business Address:** 200 Wilmot Rd., Deerfield, IL 60015

**Local Business Telephone:** 847-940-2492

**Local Business Fax:** 847-368-6571

**Email:** Duane.Hanson@walgreens.com

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).

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(not required for Publicly Traded Corporations)</td>
</tr>
</tbody>
</table>

Please see the attached lists of Walgreen Co.

Directors and Corporate Officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>% Owned</th>
</tr>
</thead>
</table>

1. 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.)

2. 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**

Robert G. Zimmerman

**Print Name**

**Vice President**

**Date**

12/20/10

Page 1 of 2

Revised 01/20/10
Walgreen Co. Board of Directors

Alan G. McNally
Chairman of the Board
Elected 1999

James A. Skinner
Vice Chairman and Chief Executive Officer
McDonald's Corporation
Elected 2005

Greg D. Wasson
President and Chief Executive Officer
Walgreen Co.
Elected 2009

David J. Brailey, MD
Chairman
Health Evolution Partners
Elected 2010

Steven A. Davis
Chairman and Chief Executive Officer
Bob Evans Farms Inc.
Elected 2009

William C. Foote
Chairman of the Board and Chief Executive Officer
USG Corporation
Elected 1997

Mark P. Frissora
Chairman of the Board and Chief Executive Officer
Hertz Global Holdings, Inc. and The Hertz Corporation
Elected 2009

Ginger L. Graham
President and CEO
Two Trees Consulting
Elected 2010

Nancy M. Schlichting
President and Chief Executive Officer
Henry Ford Health System
Elected 2006

David Y. Schwartz
Former Partner
Arthur Andersen LLP
Elected 2000

Alejandro Silva
Chairman and Chief Executive Officer
Evans Food Group, Inc.
Elected 2008
<table>
<thead>
<tr>
<th>Issue:</th>
<th>Presentation of UMC ad campaign by B&amp;P Advertising.</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**

That the Hospital Advisory Board receive a presentation on UMC’s 2011 ad campaign presented by B&P Advertising; and direct staff accordingly.

**FISCAL IMPACT:**

None

**BACKGROUND:**

On October 22, 2008, the Board of Hospital Trustees awarded RFP No. 2007-10, Advertising, Marketing and Public Relations Services, to B&P Advertising.

The contract term is through October 31, 2011 unless terminated with a 30-day written notice.

This request is for the Hospital Advisory Board to receive a presentation from B&P Advertising on UMC’s 2011 ad campaign and direct staff accordingly.

B&P Advertising currently holds a Clark County vendor registration license.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item #
<table>
<thead>
<tr>
<th>Issue:</th>
<th>Status report on Electronic Health Record.</th>
<th>Back-up:</th>
</tr>
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<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board receive a report on the status of the RFI for the electronic health record, its process and progress; and direct staff accordingly.

FISCAL IMPACT:

None

BACKGROUND:

That the Hospital Advisory Board receive a report on the status of the RFI for the electronic health record, its process and progress; and direct staff accordingly.

Respectfully submitted,

Kathleen Silver  
Chief Executive Officer
### Issue
Discuss Standing Committees.

<table>
<thead>
<tr>
<th>Petitioner:</th>
<th>Kathleen Silver, Chief Executive Officer, University Medical Center</th>
</tr>
</thead>
</table>

**Recommendation:**

That the Hospital Advisory Board identify and discuss the formed standing committees and their functions and responsibilities; and direct staff accordingly.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Identify and discuss the formed standing committees and their functions and responsibilities; and direct staff accordingly.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item # 20
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue: Report on Bid/RFP Process</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner: Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board receive a report on the bidding and RFP process at UMC; and direct staff accordingly.

FISCAL IMPACT:

None

BACKGROUND:

That the Hospital Advisory Board receive a report on the bidding and RFP process at UMC; and direct staff accordingly.

Respectfully submitted,

[Signature]
Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011

Agenda Item #
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
**HOSPITAL ADVISORY BOARD**
**AGENDA ITEM**

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Status report on Consulting Engagement</th>
<th>Back-up:</th>
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</thead>
<tbody>
<tr>
<td><strong>Petitioner:</strong></td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**

That the Hospital Advisory Board receive a report on the status of the consulting engagement with FTI Healthcare; and direct staff accordingly.

**FISCAL IMPACT:**

None

**BACKGROUND:**

That the Hospital Advisory Board receive a report on the status of the consulting engagement with FTI Healthcare; and direct staff accordingly.

Respectfully submitted,

Kathleen Silver  
Chief Executive Officer

Cleared for Agenda  
January 12, 2011

Agenda Item #  
22
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
**HOSPITAL ADVISORY BOARD**
**AGENDA ITEM**

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Discussion on Conflict of Interest Disclosure</th>
<th>Back-up:</th>
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<tbody>
<tr>
<td><strong>Petitioner:</strong></td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

**Recommendation:**

That the Hospital Advisory Board discuss the need for conflict of interest disclosure; and direct staff accordingly.

**FISCAL IMPACT:**

None

**BACKGROUND:**

That the Hospital Advisory Board discuss the need for conflict of interest disclosure; and direct staff accordingly.

Respectfully submitted,

Kathleen Silver
Chief-Executive Officer
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
HOSPITAL ADVISORY BOARD
AGENDA ITEM

<table>
<thead>
<tr>
<th>Issue:</th>
<th>Emerging Issues</th>
<th>Back-up:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petitioner:</td>
<td>Kathleen Silver, Chief Executive Officer, University Medical Center</td>
<td>Clerk Ref. #</td>
</tr>
</tbody>
</table>

Recommendation:

That the Hospital Advisory Board identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly.

FISCAL IMPACT:

None

BACKGROUND:

This request is to identify emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly.

No action may be taken on items raised on this section of the agenda.

Respectfully submitted,

Kathleen Silver
Chief Executive Officer

Cleared for Agenda
January 12, 2011