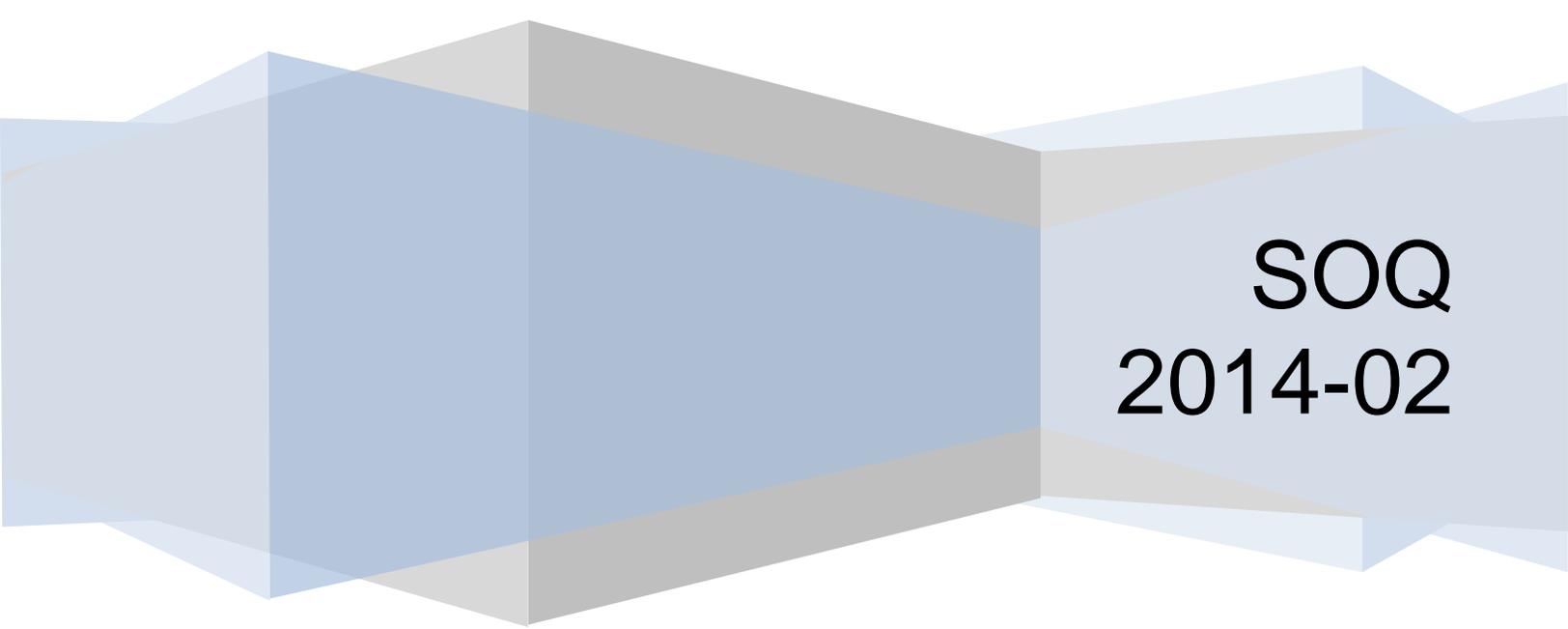


**University Medical Center  
of  
Southern Nevada**

**Statement of Qualifications  
2014-02  
Civil Legal Services**



**SOQ  
2014-02**

**University Medical Center Of Southern Nevada**

**CONFIRMATION FORM  
for  
RECEIPT OF SOQ NO. 2014-02  
Civil Legal Services**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

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**VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING SOQ DOCUMENT:**

PROJECT NO.    SOQ NO. 2014-02

DESCRIPTION:    Civil Legal Services

**VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609  
Or EMAIL TO: robert.maher@umcsn.com  
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

STATEMENT OF QUALIFICATIONS

SOQ NO. 2014-02

Civil Legal Services

UMC is soliciting proposals for legal firms(s) to provide civil legal services.

The SOQ package is available as follows:

- By Electronic Mail or Mail – Please email a request to Contracts Management at [robert.maher@umcsn.com](mailto:robert.maher@umcsn.com) specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at [www.clarkcountynv.gov/purchasing](http://www.clarkcountynv.gov/purchasing). Click on “Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address listed in Section 10 on, or before, **February 13, 2014** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

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PUBLISHED:  
Las Vegas Review Journal  
January 26, 2014

**GENERAL CONDITIONS**  
**SOQ NO. 2014-02**  
**PROVIDE CIVIL LEGAL SERVICES TO UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

1. TERMS

The term "UMC" as used throughout this document will mean the University Medical Center of Southern Nevada. The term "BOT" as used throughout this document will mean the University Medical Center of Southern Nevada Board of Hospital Trustees which is the Governing Body of UMC. The term "CHIEF EXECUTIVE OFFICER" as used throughout this document will mean the UMC Chief Executive Officer. The term "CCDA" as used throughout this document will mean the Clark County District Attorney. The term "PROPONENT" as used throughout this document will mean the respondents to this Statement of Qualifications. The term "SOQ" as used throughout this document will mean Statement of Qualifications.

2. INTENT

UMC is soliciting submittals from qualified firms/agencies to provide civil legal services to UMC. UMC wishes to contract with multiple qualified PROPONENT(S) who have met the requirements of this SOQ.

UMC may award to multiple firms, however, UMC will not guaranty a minimum level of use to any awarded vendor.

3. OVERVIEW AND GENERAL INFORMATION

UMC is a county hospital created pursuant to Chapter 450 of the Nevada Revised Statutes, and governed by the Board of Clark County Commissioners sitting as the Board of Hospital Trustees. UMC, operated by Clark County as a political subdivision of the State of Nevada, is subject to liability limitations set forth in NRS Chapter 41. UMC is self-insured for professional and general liability purposes.

Pursuant to NRS 252.110 and NRS 41.0339, CCDA is responsible for defense of suits brought against UMC as the county hospital, and against its employees. NRS 41.0344 authorizes the CCDA, as chief legal counsel for Clark County to recommend employment of special counsel with the BCC' approval as to compensation. The CCDA in conjunction with UMC administration, assigns outside counsel to represent the UMC in various practice areas noted herein below, including representation in administrative hearings.

UMC is seeking responses from law firms ("Firm") with expertise in any combination of the practice areas noted herein below. The list of potential practice areas for outsourcing of legal services is a non-exclusive list that may be modified at any time by UMC in its sole discretion.

BACKGROUND

UMC's Risk Management Department is responsible for managing UMC's professional and general liability claims. While the Risk Manager manages certain claims and legal matters in-house, it relies on assistance from outside law firms to provide representation on selected legal matters where either conflicts exist, litigation support is needed in excess of the available in-house resources, or a specialized area of legal expertise and experience is sought. In providing such representation, outside attorneys work closely with UMC's Risk Manager.

Occasionally, and depending upon the complexity of the work, assistance from more than one outside Firm may be combined with in-house representation to serve specialized legal/litigation needs. The ability to work efficiently as a member of a team in connection with joint legal representation, where necessary, is an important factor in serving as outside counsel to UMC.

UMC's philosophy in obtaining outside legal/litigation representation is to match the particular need for representation with attorneys who are qualified and experienced to meet that need, and who will perform the necessary legal services at a cost that provides the best value to UMC under the relevant circumstances.

4. SCOPE OF SERVICES

UMC is seeking outside legal counsel with qualifications to give legal advice and civil litigation representation of UMC and its employees in any of the following practice areas:

Civil Rights	Personal Injury/Tort Defense
Employment	Bankruptcy
Collective Bargaining	General Contract Disputes
Insurance Defense	Construction Contract Disputes
Medical Malpractice	Regulatory Compliance
Health Care Law	

If your Firm is unable to provide the *full* scope of services identified above, please indicate clearly *which* areas your Firm can service and which it cannot.

Responding Firms are expected to assign attorneys to manage UMC's litigation who will be responsive to UMC by providing civil legal advice and litigation representation as and when needs and questions arise. The Firm must be willing to:

- A. Execute the UMC Retainer Agreement ("Agreement"), attached hereto as **Attachment A**;
- B. Comply with the UMC Litigation Guidelines, attached hereto as **Attachment B**; and
- C. Execute a UMC Business Associate Agreement regarding Protected Health Information, attached hereto as **Attachment D**.

The initial term of the Agreement is anticipated to be three (3) years, subject to renewal for subsequent terms at UMC's option.

5. DESIGNATED CONTACTS

The UMC's representative will be **Rob Maher, Senior Management Analyst, telephone number (702) 207-8846** up to time of formal award of contract. Questions pertaining to the Scope of Work and the selection process for this SOQ may be submitted in writing to the attention of Rob Maher, UMC Contracts, 1800 W. Charleston Blvd, Las Vegas, NV, 89102 or by e-mail at [Robert.maher@umcsn.com](mailto:Robert.maher@umcsn.com) by January 31, 2014.

6. CONTACT WITH UMC DURING SOQ PROCESS

Communication between a PROPONENT and a member of the BOT or between a PROPONENT and a non-designated UMC contact regarding the selection of a PROPONENT or award of this contract is prohibited from the time the SOQ is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this SOQ shall be addressed to the designated contact(s) specified in the SOQ document. Failure of a PROPONENT, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this SOQ is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

UMC reserves the right to award the contract(s) based on objective and/or subjective evaluation criteria. Contract(s) will be awarded on the basis of which proposal(s) UMC deems best suited to fulfill the requirements of the SOQ. UMC also reserves the right not to make an award.

8. EVALUATION AND SELECTION PROCESS INFORMATION

The primary objective of the evaluation process is to secure highly skilled, diligent, ethical, responsive, professional, and experienced attorneys and personnel who will provide quality legal services to UMC as deemed necessary by the UMC Risk Management Department.

A. SOQ Evaluation Criteria

UMC will consider the following information during the evaluation process:

1. Existence of any actual or potential conflicts;
2. Expertise of Firm in any of the identified practice areas;
3. Expertise of Firm with representation of public entities;
4. Expertise of Firm with representation of health care entities;
5. Adequate resources to handle complex litigation;
6. Past experience representing UMC or Clark County;
7. Reputation within the legal community;
8. Firm's understanding of the complexities, issues, implications and concerns relating to a county hospital
9. Experience practicing before Nevada State and Federal Courts;
10. Local trial experience;
11. Existence of a supported local (Las Vegas area) office;

12. Firm's understanding of the complexities, issues, implications, and concerns relating to litigation against a governmental entity in both State and Federal courts in Nevada;
13. Extent to which the Firm's membership includes qualified minority and women associates and partners;
14. Firm's willingness to perform services at the rates set forth in the Retainer Agreement;
15. Agreement to adhere to UMC's Litigation Guidelines; and
16. Firm's overall quality of Response and any proposed approach to representation.

The SOQ responses will be reviewed individually by a committee selected by UMC, with primary consideration given to the above-stated factors, in no particular order of importance. Responses that contain false or misleading statements may be rejected.

**B. SOQ Interviews**

UMC *may* interview one or more of the submitting Firms in order to clarify or obtain more information about aspects of the Firm's qualifications. If such interviews are desired, UMC will notify the submitting Firm(s) to be interviewed, and efforts will be made to conduct such interviews at mutually convenient times. UMC reserves the right to not interview a Firm or Firms, and to base its decision solely on the written responses to the SOQ.

**9. SUBMITTAL INFORMATION**

Information provided in response to this SOQ should be straightforward, concise, and responsive. Emphasis should be placed on providing clear and complete factual information regarding the skills, experience, and other qualifications that respond to the needs for outside legal services as expressed in this SOQ.

Firms interested in providing legal/litigation services to UMC are required to submit:

**A. Cover Letter**

The Response must be accompanied by a cover letter, dated and signed by the individual or individuals authorized to execute the Retainer Agreement (Agreement). As a minimum, the cover letter shall contain the Firms name, Contact name, address, phone number, fax number and email address. In addition, it shall include a statement that declares all information provided therein does not include any Confidential, Proprietary and/or Private information as identified in Sections 17 and 18 of this Statement of Qualifications. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary and/or Private and acknowledge that the information provided will become Public Information upon award. Failure to provide such declaration may be deemed as grounds for return of the unread proposal and not be considered for selection or award.

**B. Retainer Agreement**

Indicate Acknowledgement of your firm's acceptance of the **Attachment A**, Retainer Agreement, in response to this SOQ. Any exceptions to the Retainer Agreement that your firm may request may be grounds for elimination in the selection process. The Acknowledgment must be executed by an authorized representative of the Firm.

If your Firm is selected by UMC, final execution of the Retainer Agreement will be an expression of the Firm's ability to devote sufficient time and resources to this type of work in relation to existing Firm assignments over the term of the Agreement.

If your Firm is selected by UMC, final execution of the Retainer Agreement will also be an expression of the Firm's agreement to refuse to handle any legal work that creates or would create a conflict with the Firm's representation of UMC. The determination of the existence of a conflict may be made on a case by case basis and is ultimately within the sole discretion of UMC.

Firms responding to this SOQ agree to provide civil legal/litigation services at the rates proposed in the Retainer Agreement, **Attachment A** and in accordance with the UMC Litigation Guidelines, **Attachment B**.

**C. UMC Litigation Guidelines Acknowledgment**

Indicate Acknowledgement of your Firm's acceptance of UMC Litigation Guidelines Acknowledgment, **Attachment B**, in response to this SOQ. Any exceptions to the UMC Litigation Guidelines Acknowledgment that your Firm may request may be grounds for elimination in the selection process. The Acknowledgment must be executed by an authorized representative of the Firm.

If your Firm is selected by UMC, Execution of the UMC Litigation Guidelines Acknowledgment is an expression of the Firm's ability and agreement to comply with the Litigation guidelines in the provision of services to UMC.

**D. Disclosure of Ownership/Principals Form**

PROPONENT must complete and submit the attached Disclosure of Ownership/Principals form, **Attachment C** with its proposal.

**E. HIPAA Business Associated Agreement**

Indicate Acknowledgement of your Firm's acceptance of the Business Associate Agreement, **Attachment D**, pursuant to the Health Insurance Portability and Accountability Act (HIPAA) requirements. The Acknowledgment must be executed by an authorized representative of the Firm.

**F. Qualification Statement**

A Firm resume and key personnel resumes, if any, which are submitted by the Firm shall constitute the Qualification Statement. Resumes shall include the educational and legal background of each key personnel as well as actual trial experience of each firm member.

At a minimum, the Firm resume should include a description of the Firm's legal team with relevant experience in performing one or more of the practice areas described in this SOQ, and a description of subject matter work performed for or with other clients, including other governmental entities.

**G. Client Reference List**

A Firm client reference list must be submitted in response to this SOQ, including client contact information for the clients identified. This list should specifically include corporate or in-house contacts for corporate or other public entity client references. Submission of this list shall indicate the Firm's consent to have UMC contact the clients directly for a Firm reference as to non-privileged matters. Each client reference given must include the client name, address, contact name and phone number as a minimum.

**H. Significant Case List**

A list of significant cases handled by the Firm for a minimum of the last five (5) years, not to exceed the last ten (10) years, in any of the practice areas described in the SOQ. Experience shall include any UMC or other government entities and/or corporate cases and provide identification of the Court and Case number assigned to the matter, the legal issues involved in the case, whether the matter has been resolved, and if so, whether it was resolved in trial and in which party's favor.

10. **SUBMITTAL REQUIREMENTS**

The proposal submitted **shall not exceed 30 pages**. Other attachments may be included with no guarantee of review.

**All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18**. The ideal proposal will be 2-hole punched at the top and bound with a binder clip. Double sided printing is accepted, flip on short edge. Binders or spiral binding is not preferred or required.

**PROPOSER shall submit one (1) clearly labeled original paper copy, seven (7) hardcopies of proposal and one (1) electronic copy of the entire proposal**. The electronic copy shall be on a CD-rom in either PDF or Microsoft Word 2007. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

**All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the SOQ number and title**. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. **FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u> University Medical Center Materials Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	<u>U.S. Mail Delivery</u> University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	<u>Express Delivery (Preferred)</u> University Medical Center Materials Management 800 Rose Street, Suite 409 Las Vegas, Nevada 89106
SOQ No. 2014-02 Civil Legal Services	SOQ No. 2014-02 Civil Legal Services	SOQ No. 2014-02 Civil Legal Services

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals to the Materials Management office. Responses delivered to UMCSN's mail room or loading dock does not constitute the official time stamp.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the SOQ opening date. SOQs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the SOQ opening.

11. SUBMISSION OF WRITTEN QUESTIONS

Questions concerning the information to be provided in response to this SOQ must be received in writing via facsimile at 702-383-2609 to the attention of Rob Maher, Senior Management Analyst, or via e-mail to [Robert.maher@umcsn.com](mailto:Robert.maher@umcsn.com). The closing date for submittal of any questions concerning this Statement of Qualifications is 2:00 p.m., PST, Friday, January 31, 2014.

12. WITHDRAWAL OF PROPOSAL

PROPONENT(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Management Analyst in writing. Proposals must be re-submitted and time-stamped in accordance with the SOQ document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The PROPONENT's offer will expire after 90 calendar days.

If a PROPONENT intended for award withdraws their proposal, that PROPONENT may be deemed non-responsible if responding to future solicitations.

13. REJECTION OF PROPOSAL

UMC reserves the right, in its sole discretion, to cancel, delay, or suspend this solicitation if it is determined to be in the best interests of UMC.

14. PROPOSAL COSTS

There shall be no obligation for the UMC to compensate PROPONENT(S) for any costs of responding to this SOQ.

15. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this SOQ. Alternate proposals will not be considered.

16. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the SOQ, a written addendum will be provided to all PROPONENT(S) in written form from the Purchasing Analyst. UMC is not bound by any specifications by UMC's employees, unless such clarification or change is provided to PROPONENT(S) in written addendum form from the Purchasing Analyst.

17. PUBLIC RECORDS

The UMC is a Public Agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of the UMC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by UMC may not be disclosed until the proposal is recommended for award of a contract.

18. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPONENT(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to the PROPONENT and will not be considered for award.

19. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 evidence of agreement or collusion among PROPONENT(S) and prospective PROPONENT(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPONENT(S) void.

Advance disclosures of any information to any particular PROPONENT(S) which gives that particular PROPONENT any advantage over any other interested PROPONENT(S), in advance of the opening of proposals, whether in response to advertising or an informal Statement of Qualifications, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular Statement of Qualifications.

20. RECOMMENDATION FOR AWARD

This SOQ is not an offer, obligation, or agreement to award work to any Firm, nor is it an offer, obligation or agreement to place any Firm on a list of Firms for potential outsourcing. No attorney-client relationship is created by responding to the SOQ and not all qualified Firms will be offered a Retainer Agreement. Pursuant to NRS 332.115(1) (b), UMC is not mandated to engage in this process for seeking qualified professional legal service providers, and UMC is, therefore, not constrained by the provisions of NRS 332.115 in recommending any given Firm be offered a Retainer Agreement to provide outsourcing of UMC legal work. This SOQ is intended to seek response by qualified Firms interested in providing legal services to UMC upon the terms and conditions set forth herein.

UMC shall determine which firms are to be offered a Retainer Agreement, and UMC will seek the BOT's approval for the rate of compensation set forth in the Agreement.

21. RESERVATION OF RIGHTS

By virtue of the anticipated number of Firms in the pool of qualified candidates, and the limited need for outside civil legal services, it is anticipated that not all qualified candidates submitting a Response will be asked to perform UMC legal work. At the time outside civil legal services are needed, the nature of the work will be considered in light of the qualifications, experience and resources available in the Firm selected and available to perform the work.

UMC reserve the right to use the services of any Firm it retains on an as-needed and non-exclusive basis. Execution of the Retainer Agreement does not guarantee that any particular level or degree of work will be assigned to the Firm, and nothing in this SOQ or any resulting Retainer Agreement shall preclude UMC from obtaining services similar to those described herein from other sources.

At the time outside civil legal services are needed in connection with any particular matter, the UMC Risk Manager, in its sole discretion, may select one or more Firms identified as having the requisite qualifications, expertise and resources to provide the necessary litigation services.

While it is UMC's intention through this SOQ process, to obtain a list of Firms that are qualified to provide outside legal services to UMC, under the terms set forth herein, UMC reserves the right to retain, for any given matter, any Firm the UMC Risk Manager determines to be most the qualified to represent UMC's interests, whether or not such Firm has submitted a Response to this SOQ.

UMC reserve the right to accept or reject any or all Responses submitted, or any part thereof, and to waive or not waive any immaterial technicality, irregularity, and/or deviation.

UMC reserves the right, in its sole discretion, to revise this SOQ, or to issue other Legal Services SOQs at times and under circumstances that it deems beneficial to UMC.

The rate of compensation to be provided to any Firm, as set forth in the Retainer Agreement, is subject to the approval of the BOT.

UMC reserves the right to terminate the Retainer Agreement with legal counsel if UMC determines that termination is in the best interests of UMC, or if there is a change in the status of key partners or associates of the Firm.

UMC reserves the right to seek clarification of each Response submitted. UMC also reserves the right to require other evidence of technical, managerial, financial, or other abilities prior to selection.

**ATTACHMENT “A”**  
**RETAINER AGREEMENT**

## RETAINER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the University Medical Center of Southern Nevada, hereinafter referred to as the "UMC", and \_\_\_\_\_, of the law firm of \_\_\_\_\_, hereinafter collectively referred to as "ATTORNEY."

WHEREAS, Nev. Rev. Stat. 41.038 provides that a local government such as the UMC, may self-insure against the liability and expense of defending a claim against itself or any of its officers, employees or immune contractors; and

WHEREAS the UMC may from time to time seek to assign outside counsel to provide civil legal representation, support and resources, as well as specialized legal advice to UMC, in excess of the services available in-house; and

WHEREAS, the ATTORNEY is experienced in providing legal defense of liability claims in various practice areas, which may include, but not limited to, personal injury/tort defense, employment defense, civil rights defense, medical malpractice, health care law or bankruptcy;

NOW THEREFORE, the parties agree as follows:

### I. SCOPE OF SERVICES OF ATTORNEY

- A. UMC hereby retains and employs the ATTORNEY to provide legal representation of the UMC and its associated entities, their duly authorized officers, employees, and volunteers, in defense of liability claims and causes of action resulting in potential liability; in contract disputes; in administrative proceedings; and in bankruptcy proceedings as the ATTORNEY's expertise and experience may allow.
- B. The ATTORNEY will provide these services in accordance with the UMC Litigation Guidelines which are attached hereto and incorporated herein by this reference.
- C. The ATTORNEY will work in conjunction with the UMC Risk Management and Clark County District Attorney's Office in the performance of services hereunder.
- D. The ATTORNEY will observe and abide by the terms and conditions of all applicable laws, regulations, ordinances and rules of the United States, of the State of Nevada, or any political subdivision thereof, or of any duly constituted public authority or agency.
- E. All materials developed, prepared or acquired during the performance of services under this Agreement, including without limitation, all finished or unfinished documents, research, pleadings, memoranda, briefs, data, studies, surveys, drawings, manuals, maps, models, photographs, and reports (hereinafter collectively called "documents") shall be available to UMC upon request. No documents prepared for UMC shall be released by the Attorney to any third party without UMC'S prior permission.
- F. The services provided pursuant to the Agreement are nonexclusive and UMC is not limited by this Agreement from entering into other agreements for legal services with other attorneys or required by this Agreement to assign any specific litigation matters of volume of litigation matters to the Attorney.
- G. The ATTORNEY will not affect a final compromise of any matter, nor assert any conflict waivers without the prior approval of UMC or its designated representative.
- H. UMC reserves the right to request, and to object to, representation by specific attorneys within the ATTORNEY's firm.
- I. The ATTORNEY will execute a Business Associate Agreement pursuant to the Health Insurance Portability and Accountability Act (HIPAA) requirements.

### II. TERM

The term of this Agreement shall be from for three (3) years from the date this the date this Agreement is approved by the University Medical Center of Southern Nevada Board of Hospital Trustees. Within 60 days prior to the expiration of this Agreement, UMC may exercise the option to renew this Agreement for up to two additional, 1-year periods, unless this Agreement is earlier terminated under the provisions hereof. The

ATTORNEY will undertake to represent UMC to the conclusion of each matter assigned, even if the conclusion extends beyond the term of this Agreement.

### III. ATTORNEY FEES

ATTORNEY will provide the UMC with legal services under this Agreement at the following rates and charges. Hours of service shall be billed based on increments of one/tenth of an hour and should represent actual time spent, rather than a standard charge for the activity performed.

- A. Hourly Rates:
  - 1. Partners: \$160.00 per hour
  - 2. Associates: \$130.00 per hour
  - 3. Paralegals: \$ 75.00 per hour
  - 4. Legal Nurse Consultants \$ 75.00 per hour
  
- B. Standard Charges
  - 1. Copies: \$0.15 per page

### IV. COSTS OF ACTION

All costs in connection with legal representation shall be paid by the UMC in accordance with the UMC Litigation Guidelines. All single costs in excess of \$500.00 will only be incurred by the Attorney after prior written notice to UMC Risk Management, and subject to the UMC's right to object to the cost being incurred, said objection to be made by the UMC within 10 business days from receipt of the notice.

### V. BILLING

- A. Attorney Fees:

The ATTORNEY will provide monthly itemized billings to UMC Risk Management for all services provided during the preceding month, in accordance with UMC's Litigation Guidelines. ATTORNEY's invoice shall also include the name or initials of the attorney, paralegal or legal nurse consultant who performed each task listed on the invoice and the amount of time spent on each task. The UMC agrees to make payment for the ATTORNEY's services and costs within sixty (60) days after receipt of such billings. Billing for attorney's fees and costs must be submitted to UMC within six (6) months of the date the services were performed or the costs incurred, in accordance with NRS 244.250.
  
- B. Costs:

Invoices for outside costs and services incurred by the ATTORNEY shall be forwarded directly to UMC Risk Management for payment directly to the provider.

### VI. EXPERTS AND INVESTIGATORS

The ATTORNEY may employ experts and investigators only upon *prior* approval of the UMC in accordance with the Clark UMC Litigation Guidelines. Fees and costs charged by such experts and investigators shall be forwarded directly to UMC Risk Management, and paid by the UMC directly to the expert or investigator within thirty (30) days after UMC receipt of billing for services rendered.

### VII. TERMINATION

- A. This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, or by the UMC for its convenience.
  
- B. In the event of termination, the ATTORNEY shall be paid compensation for services performed and properly billed pursuant to the terms of this Agreement to the effective termination date.
  
- C. The UMC reasonably believes that funds can be obtained to make all payments during the term of the Agreement. If the UMC does not allocate funds to continue the legal representation, this Agreement shall be terminated when appropriated funds expire.

VIII. EVENTS UPON TERMINATION OR EXPIRATION

Upon the expiration or termination of this Agreement, UMC, at its discretion, shall either:

A. Require the ATTORNEY to conclude the handling of all open litigation matters assigned to the ATTORNEY during the term of the Agreement, at the rates set forth in this Agreement, for a period not to exceed two (2) years from the termination or expiration of this Agreement; or

B. Require the ATTORNEY to return all litigation files to UMC or its designated representative and execute the necessary Substitution of Counsel.

IX. RECORDS

All books, records documents and accounting procedures and practices of ATTORNEY, relevant to this Agreement, shall be subject to inspection, audit and copying by UMC or its authorized representatives.

X. OWNERSHIP OF DOCUMENTS

All files, pleadings, discovery, reports, documents and other records prepared or kept by the ATTORNEY in the performance of its obligations under this Agreement shall be the exclusive property of UMC and all such materials shall be remitted to UMC by the ATTORNEY upon expiration or termination of this Agreement. All such materials shall be retained by the ATTORNEY for a minimum of six (6) years from the date any and all appeal rights expire. At the end of this retention term, UMC shall be notified and given sixty (60) days to reclaim the file prior to its destruction by the ATTORNEY.

XI. CONFIDENTIALITY

All personnel records, personal data and protected health information (PHI) received, stored or viewed by the ATTORNEY shall be kept in the strictest confidence by the ATTORNEY and its employees and contractors. All such information shall be used and disclosed only for the proper management of the litigation assigned and may not be used or further disclosed other than as necessary in the furtherance of the litigation.

The ATTORNEY shall use appropriate safeguards to prevent the use or disclosure of such confidential information outside the scope of the litigation, and shall report to UMC any inappropriate or unauthorized use or disclosure of the information as soon as it learns of such use or disclosure.

The ATTORNEY acknowledges that its services will be subject to termination if it is found to be in violation of the confidentiality terms of the Agreement.

XII. ASSIGNMENT AND SUBCONTRACTING

The ATTORNEY shall neither assign, transfer nor delegate any rights, obligations or duties under this Agreement, nor shall the ATTORNEY subcontract the provision of services under this Agreement, without prior written consent of the UMC.

XIII. AMENDMENT AND MODIFICATION

No provision of this Agreement will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the authorized agents of all parties.

XIV. APPLICABLE LAW

This Agreement shall be governed by and interpreted according to the laws of the State of Nevada.

XV. INSURANCE

The ATTORNEY will provide UMC with Certificates of Insurance for the coverage as listed below within ten (10) calendar days after approval of this Agreement by the Board of Hospital Trustees, or any extension thereof. Thereafter, current certificates shall be maintained with UMC so long as insurance is required pursuant to this Agreement. The certificates for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

A. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificates of insurance. The adequacy of the insurance supplied by the ATTORNEY, including the rating and financial health of each insurance company providing coverage, is subject to the approval of UMC.

B. With regard to the ATTORNEY's services performed pursuant to this Agreement, the ATTORNEY's insurance shall be primary and any other coverage that may be available to UMC, its officers, employees and volunteers shall be excess over the insurance required of the ATTORNEY.

C. The insurance coverage supplied by the ATTORNEY must provide for a thirty (30) day notice to UMC before implementation of a proposal to suspend, void, cancel or reduce in coverage or in limits the required insurance coverage. This notice requirement does not waive the insurance requirements contained herein.

D. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$10,000 without the written approval of UMC.

E. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than twice the amount of the limits required herein. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Any notice given to ATTORNEY with respect to exhaustion of limits of insurance shall also be sent to UMC.

F. The ATTORNEY shall obtain and maintain, for the duration of this Agreement, the following insurance against claims which may arise from or in connection with the performance of the work hereunder by the ATTORNEY, its agents, representatives, employees or sub-contractors. The cost of such insurance shall be borne by the ATTORNEY.

1. Professional liability or errors and omissions insurance against claims for injuries or damages arising out of the services rendered by the ATTORNEY, its agents, representative or employees pursuant to ATTORNEY's agreement with UMC.

a. ATTORNEY shall maintain policy limits of no less than \$1,000,000.00.

b. "Claims made" insurance coverage must continue for a period of three years beyond the termination of the Agreement. Any retroactive date must coincide with or pre-date the beginning of the Agreement and may not be advanced without the consent of UMC.

G. If the ATTORNEY fails to maintain the insurance coverage required herein, then UMC will have the option to declare the ATTORNEY in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. The ATTORNEY is responsible for any expenses paid by UMC to maintain such insurance and UMC may collect the same from the ATTORNEY or deduct the amount paid from any sums due the ATTORNEY under this Agreement.

H. The insurance requirements specified herein do not relieve the ATTORNEY of his responsibility or limit the amount of his liability to UMC or other persons and the ATTORNEY is encouraged to purchase such additional insurance as it deems necessary.

## XVI. INDEMNIFICATION

Regardless of the coverage provided by any insurance policy, the ATTORNEY shall indemnify, defend, and hold harmless UMC, its officers, agents, employees and volunteers from any and all claims, demands, actions, attorney's fees, costs and expenses based upon or arising out of alleged errors, omissions or acts of the ATTORNEY or his principals, employees, subcontractors, or other agents while performing services under this Agreement.



XXII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and may only be modified, supplemented or amended by a written agreement signed by both parties.

XXIII. EXECUTION

IN WITNESS WHEREOF, the parties have caused this contract to be signed and intend to be legally bound thereby.

ATTORNEY FIRM

UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA

By: \_\_\_\_\_

By: \_\_\_\_\_

Chief Executive Officer

## **ATTACHMENT B**

### **UMC LITIGATION GUIDELINES**

#### POLICY STATEMENT

These Litigation Guidelines set forth the procedures that govern UMC's relationship with its contracted counsel ("Defense Counsel") and UMC's expectations when retaining Defense Counsel to represent UMC in civil litigation matters.

UMC regards its relationship with each retained attorney and their firm as contractual. Adherence to these Guidelines is a condition of maintaining that relationship. UMC expects Defense Counsel to maintain the highest ethical standards and to comply with all applicable laws, rules, and regulations governing ethical conduct. Nothing contained in these Guidelines is intended to, nor shall they, restrict Defense Counsel's exercise of professional judgment or infringe upon the attorney-client relationship in any manner.

We expect Defense Counsel, and any para-professionals working on UMC claims, to read and comply with these Guidelines. These Guidelines supersede any previously provided Guidelines.

#### I. GENERAL DEFENSE COUNSEL REQUIREMENTS

1. Upon receipt of a case referral, Defense Counsel will perform a conflict check upon receipt and preliminary review of the referral. If a conflict exists preventing acceptance of the assignment, promptly notify UMC's Director of Risk Management (the "Director").
2. If no conflict exists, within 10 days of receipt of the case, Defense Counsel will send an acknowledgment letter to the Director and any named employee(s) represented by Defense Counsel regarding receipt and acceptance of the file. Any matters of immediate concern or information that may result in early resolution of the case should be addressed in the acknowledgment letter.
3. All statistical, financial, confidential, and/or personal data received, stored or viewed by Defense Counsel shall be kept in the strictest confidence by Defense Counsel and its employees and contractors.
4. Defense Counsel shall use and disclose protected health information (PHI) for the proper management of all claims and matters assigned as set forth in the Agreement with Counsel.
5. Defense Counsel assigned by the Director (Lead Counsel) shall attend the initial meeting with the Insured(s), all substantive motions, significant court hearings, and all key depositions.

Substantive motions include motions for summary disposition, as well as those motions with the potential to significantly impact the ability to defend the case. Significant court hearings include those pre-trial hearings and/or settlement conferences at which important substantive or procedural matters relating directly to the defense, settlement, or trial is discussed and/or decided upon. Key depositions include those of the plaintiff(s), insured(s), plaintiff expert(s) and insured expert(s).

If circumstances preclude Lead Counsel from personally attending any of these matters, approval for substitute Defense Counsel shall be sought from the Director. Copies of all substantive motions will be forwarded to the Director.

6. Lead Counsel is considered Trial Counsel and is responsible for conducting all trials. If circumstances preclude Lead Counsel from personally attending any of these matters, prior approval for substitute Defense Counsel shall be requested from the Director.

#### II. LITIGATION PLAN/CASE MANAGEMENT

One goal of litigation management is to timely identify those claims for which there is liability and identify and discuss settlement opportunities early. Those activities necessary to defend a claim and/or bring it to resolution should be identified and implemented early.

The litigation plan should take into consideration applicable statutory liability limits and address applicable governmental immunities that may allow resolution for UMC defendants without the need for extensive discovery or litigation costs.

Upon commencement of a legal matter, Defense Counsel should prepare a Litigation Plan within 90 days of case assignment that outlines the anticipated course of action based on the assumption that the case will go to trial. Unless settlement is clearly inappropriate, the Litigation Plan should also propose a plan for settlement.

### III. DISCOVERY

Discovery must be completed promptly and efficiently. Counsel will meet with and interview any named employee(s) and/or relevant employee(s) within 90 days of case assignment. The Director should be advised in advance of the date and time of any such meeting(s).

#### a. Investigations/Written Discovery

Counsel should conduct general investigation activities which minimally include:

- ✓ Obtaining relevant documents.
- ✓ Identifying any potentially culpable parties.
- ✓ Identifying damages.
- ✓ Identifying case strengths and weakness.
- ✓ Propound interrogatories and requests for production tailored to the case.
- ✓ Evaluate all discovery responses, including those from any co-defendants.
- ✓ Notify the Director whenever discovered information warrants a change to the Litigation Plan.
- ✓ Propound requests for admission as appropriate.
- ✓ Recommend appropriate expert witnesses.

#### b. Answering Written Discovery Requests

Defense Counsel will prepare and provide a draft response with appropriate objections at least two weeks prior to the due date. Defense Counsel will e-mail the Director the original discovery requests in addition to an electronic template of the proposed discovery responses. Discovery responses will be returned to Defense Counsel if the above process is not followed accordingly.

#### c. Depositions

Within 10 days following each deposition, Defense Counsel will dictate a brief deposition summary identifying those issues that impact, or have the potential to impact, liability and/or damages. (See Format A). Unless requested, do not send a copy of the deposition transcript.

### IV. PARA-PROFESSIONAL SERVICES

#### a. Paralegal Responsibilities

Use of the skills of paralegals is an efficient and cost-effective practice. UMC Risk Management approves of and encourages the use of paralegals and to perform such activities as:

- ✓ Gathering factual information from which answers to interrogatories may be prepared.
- ✓ Conducting legal research.
- ✓ Preparing materials to be sent to expert(s) for review.
- ✓ Preparing routine computerized documents such as: entries of appearance, interrogatories, production requests, and subpoenas.

The above activities list should not be viewed as exhaustive, but rather illustrative of the kinds of activities these professionals may perform.

b. Legal Nurse Consultant Responsibilities

Use of the skills of a legal nurse consultant is an efficient and cost-effective practice. UMC Risk Management approves of and encourages the use of legal nurse consultants to perform such activities as.

- ✓ Summarizing medical records.
- ✓ Identifying experts.
- ✓ Preparing materials to be sent to expert(s) for review.

The above activities list should not be viewed as exhaustive, but rather illustrative of the kinds of activities these professionals may perform.

c. Experts and Other Professional Service Providers

Absent exigent circumstances, the decision to hire experts and other professional service providers must only be made in consultation and with the approval of the Director. All experts and other professional service providers should be screened for conflicts of interest.

Defense Counsel is expected to recommend the appropriate expert. All experts must be approved by the Director prior to retention. For each expert, Defense Counsel will send the Director a copy of the expert's C.V. and charges/fee schedule. Expert fees should conform with fees charged by similarly qualified experts in the same specialty.

and should be considered in light of the extent of UMC's exposure in the case

When records and other claim materials are sent to an expert, they should be arranged in such a fashion so as to facilitate the ease of review and focus on the review issues. As noted in the discovery section, advance preparation of this material can be done by a paralegal or legal nurse consultant. Within 30-days of each expert witness interview, Defense Counsel will provide a brief summary of the expert's opinion. (See Format B).

V. STATUS REPORTS

In addition to the Initial Litigation Plan, litigation status reporting is requested as follows:

1. Status Reports

Concise written status reports regarding the procedural posture of each matter being handled by Defense Counsel will be provided to the Director of Risk Management at six month intervals following submission of the Initial Litigation Plan. Subsequent status reports should only emphasize developments since the last report and review whether the case is proceeding in line with the case plan. If there have been no changes or developments since the last status report, the report should so state. The report should conclude by commenting on the current litigation plan, status and recommend any changes that are needed. (See Format B.)

2. Status Conferences

Approximately two months before the close of Discovery and then again two months before a scheduled trial date or settlement conference, Contract Counsel and the Director of Risk Management will conduct a Case Assessment Conference. Preliminary discussions of this nature should occur at various intervals while the case is pending, as the case status changes, as deemed appropriate by either Defense Counsel or the Director of Risk Management.

Written reports are expected to be concise yet informative. All reports must reference the case name and case number. Defense Counsel should conclude their report by commenting on the current litigation plan status and recommend any changes that are needed. Do not forward voluminous sets of medical records, nonessential pleadings, or unanswered discovery.

a. Litigation Plan

Within 90-days from case assignment, Defense Counsel is required to provide their initial case evaluation outlining his/her recommended litigation strategy for the case. (See Format C).

b. Subsequent Status Reports

Subsequent status reports will be provided at six month intervals following submission of the initial report for each matter being handled by Defense Counsel. The reports should be brief but meaningful. Subsequent status reports should only emphasize developments since the last report and review whether the case is proceeding in line with the case plan. If there have been no changes or developments since the last status report, the report should state that.

c. Settlement

The settlement of each matter should be identified and considered early in the proceedings and at each stage thereafter. Defense Counsel is expected to communicate all settlement offers, including any deadlines and their recommendation, to the Director as soon as practicable.

All requests for settlement authority must be made in writing concisely detailing the reasoning settlement is warranted and must include the following language:

“the claim at issue presents a significant potential of judgment or decision adverse to UMC equal to or greater than the amount of the settlement, or that the amount of settlement is equal to or less than UMC’s potential liability and anticipated cost in litigating the claim or lawsuit; and that the resolution is in the best interests of UMC.”

Defense Counsel is reminded that Settlement Agreements are subject to approval by the UMC Board of Hospital Trustees, and subject to the public disclosure requirements of NRS 41.0375. The terms of a settlement with UMC may not, therefore, be kept confidential and must include disclosure of the amount of any attorney’s fees and costs to be paid pursuant to the settlement agreement. However, if information has been exchanged in discovery that was subject to a protective order, the settlement agreement should confirm and require the parties to maintain the confidentiality of that information.

The time needed to accept or reject a settlement offer may vary. Defense counsel should provide sufficient notice to the Director to secure settlement authority.

When requesting a settlement check, Defense Counsel must provide UMC Risk Management with the Payee (s) name (s), exact amount payable to each payee, a completed IRS W-9 form indicating the social security number or tax identification number of each payee, including any attorney firms to receive payment and the address of each payee.

If settlement involves an employment claim and could be construed to constitute compensation in the form of wages or other employment benefit, UMC will implement wage tax withholding as part of issuing the settlement check.

d. Trial/Appellate Reports

Approximately two months before the first scheduled trial date or settlement conference, Defense Counsel and the Director will conduct a Case Assessment Conference. The goal of the Case Assessment Conference is to finalize the case resolution strategy. Preliminary discussions of this nature should occur at various intervals while the case is pending. Utilizing Format D, Defense Counsel must submit a Final Case Assessment Report that will serve as a central focus for the meeting.

The primary format for communication between Trial Counsel and the Director during the trial will be a discussion at the end of each trial day. If the Director is not present in court at the end of the trial day, the analysis may be conducted by telephone.

Trial Counsel may bill for only one attorney attending trial. Payments for additional Counsel (second chair) to attend or participate at trial shall be at the discretion of UMC. Requests for additional Defense Counsel shall be requested no less than 60 days prior to trial.

A post-trial report is to be prepared by Defense Counsel within one week of the return of verdict. The report should contain the following information:

- ✓ If a plaintiff verdict, the names of all defendants found culpable.
- ✓ The total verdict amount and how it was apportioned among defendants.
- ✓ Any applicable offset due to prior settlements or plaintiff(s) contributory negligence.
- ✓ The amount of any applicable judgment interest calculated to the date the judgment will be entered.
- ✓ A brief summary of the trial indicating key testimony and/or significant events.
- ✓ The results of any juror interviews.
- ✓ Probable post trial motions and appeals any party may file, with a preliminary analysis of the likelihood of success of the same.
- ✓ The decision to appeal shall be made upon consultation among trial counsel, the Director, Chief Financial Officer, and Chief Executive Officer.
- ✓ The selection of Appellate Counsel shall be at the discretion of the Director, Chief Financial Officer, and Chief Executive Officer.

As a condition of being retained pursuant to these Guidelines, Trial Counsel shall continue to be counsel of record throughout the appellate process and shall work cooperatively with Appellate Counsel. Appellate Counsel shall report regularly to the Director on the progress of the case.

## VI. BILLING

UMC's goal is to obtain the best resolution of legal matters at the lowest reasonable cost. Consistent with that goal, Defense Counsel is expected to manage time carefully and to adhere to the following guidelines:

- a. Invoices
  - i. All billings shall reflect the proper case caption and case number and be directed to the Director.
  - ii. Bills for legal services should be sent monthly from the date of assignment.
  - iii. Fees will be in accordance with the approved fee schedule as set forth in the Agreement with Counsel.
  - iv. A grand total is to appear on the last line of the statement.
  - v. UMC shall pay such invoices within sixty (60) days of receipt of the same.
  - vi. Final invoices should be submitted within 90 days of conclusion of a matter. The invoice should be identified as a "Final Invoice."
  - vii. Vendor bills must be submitted with the monthly invoice and will only be processed at that time.
  - viii. Billing for attorneys fees and cost must be submitted to UMC within (6) months of the date the services were performed or the cost incurred, in accordance with NRS 244.250
- b. Invoice Format
  - i. Heading. The first page of the bill must state the firm's Tax Identification Number and the caption of the case.
  - ii. Body. The bill must be prepared with daily entries showing: a) the date the work was performed; b) the initials of the person providing the service; c) a description of the work performed (single activities); and d) the actual time in tenths of an hour.
  - iii. End of Bill Summary. The bill must include: a) the full name of each attorney, paralegal, or legal nurse consultant; b) their hourly rate; and c) the total hours and total amount charged for each during the billing period.

- c. Charges for Service
  - i. Time Charges. All charges for services must be recorded based on actual time in one-tenth hour increments.
  - ii. Block Billing. Grouping multiple activities under a single time charge is not permitted. The time for each activity must be stated separately.
  - iii. Descriptions of Services. Descriptions of services should identify the nature, purpose, and/or subject of the work performed.
  - iv. Multiple Attendance. Only one attorney should attend trial, court appearances, depositions, witness interviews, settlement conferences, and other functions without prior approval from the Director.
  - v. Depositions. Defense Counsel should consult with the Director before initiating depositions other than those depositions approved in the Litigation Plan (initial or supplement) and advise the Director of upcoming depositions initiated by other parties that Defense Counsel plans to attend.
  - vi. Legal Research. Defense Counsel should consult with the Director before undertaking a legal research project requiring over three hours of research. Copies of all research memoranda will be provided upon request.
  - vii. Motions. Defense Counsel should consult with the Director before filing any motions not previously identified and approved in the initial Litigation Plan or supplement thereto.
  - viii. In-Firm Conferences. Reasonable and necessary in-firm meetings between Defense Counsel and another attorney or para-professional to discuss substantive or procedural aspects of the case that result in a more effective defense will be reimbursed, provided that sufficient detail of the subject of the meeting demonstrates relevance and value.
  - ix. Travel involving air travel or an overnight stay is subject to prior approval by the Director. Defense Counsel is expected to make arrangements in advance and be reasonably flexible with regard to the choice of airlines, airports, and departure times. All air fare is to be booked at coach rates as far in advance as possible.
  - x. Hotel accommodations. UMC has a negotiated a preferred rate plan with the Golden Nugget Hotel and room reservations will be arranged by UMC's Risk Management department.

UMC will reimburse the firm for the following expenses:

1. Long distance telephone charges.
2. Parking fees.
3. Photocopying of materials to be sent to witnesses or parties in the case, at \$0.15 cents per page.
4. Facsimile charges, at \$0.50 per page.
5. Pre-approved overnight courier or express delivery charges.
6. Reasonable travel expenses outside your general area.
7. Reasonable charges for the use of a rental vehicle during out of town travel.

UMC will not pay for costs associated with:

1. Attorneys performing administrative tasks.
2. Para-professionals (paralegals/legal nurse consultants) performing administrative or clerical tasks.
3. Two or more attorneys appearing at or working on the same function.
4. Excessive or unnecessary polishing, review, or modifications of documents or files.
5. Excessive internal conferencing.
6. The "learning curve" for UMC matters.

7. Unfocused legal research.
8. Preparing bills and invoices.
9. Research prepared for and billed to other files and used in the current litigation.
10. Excessive, unreasonable, or unapproved expenses.
11. Sanctions ordered by the Court as a result of attorney conduct which is not attributable to UMC responsiveness, support or conduct in the course of the litigation.

UMC considers the following expenses as overhead and part of the counsel's hourly rate. Charges for such activities will not be accepted.

- ✓ Secretarial and routine clerical functions.
- ✓ Local telephone charges.
- ✓ Cellular phone charges.
- ✓ In-house messenger/courier
- ✓ Non In-house messenger/courier
- ✓ Routine travel expenses.
- ✓ Books and materials, unless previously authorized by the Director and sent to UMC.
- ✓ Office supplies.

Invoices and/or detailed receipts to support reimbursements are required.

The Director reserves the right to reduce bills for excessive billing, duplicate billings, etc. and to request back up documentation for any activity billed or reimbursement requested. The Director also reserves the right to deny payment of all or part of any statements reflecting services or expenses incurred which are not in compliance with these litigation guidelines.

FORMAT A - DEPOSITION SUMMARY

Deponent:

Deposition Date:

Case Name:

Date of Report:

Defense Attorney:

Deponent Identity:

Names and identities of those present at Deposition:

Approximate Length of Deposition:

Evaluation of Deponent:

Critical Points Covered:

A. Liability

B. Damages

Impact of Testimony on Defense of Case & Action to be Taken:

FORMAT B - EXPERT REVIEW REPORT

Case Name:

Expert Name & Specialty:

Date of Report:

Defense Attorney:

Synopsis of Expert's Review and Opinions:

Evaluation of Expert Witness:

Impact of Expert's Review on Defense of Case:

Plans or Recommendations for Additional Discovery or Investigation:

FORMAT C: LITIGATION PLAN

A. Complaint Allegations:

1. Summarize the complaint allegations and factual basis for the litigation
2. Identify all parties
3. Identify Plaintiff(s) and Plaintiff's Counsel & Style/Ability
4. Identify applicable governmental defenses, immunities and liability limits

B. Preliminary Investigation

1. Summarize the information developed during the preliminary investigation
2. Summarize information obtained from meetings with any named employee(s) and relevant staff
3. Preliminary evaluation of liability and damages

C. Co-Defendant(s) & Insurance, Co-Defendant's Counsel and Style/Ability

D. Litigation Plan:

1. Identify each significant activity counsel proposes to initiate. (e.g., investigation, motion, discovery)
2. Identify motions which have been or are likely to be initiated by other parties and their potential for success
3. Identify the manner in which applicable governmental defenses, immunities and liability limits will be addressed in order to minimize the cost of litigation

E. Pertinent Medical Records Summary

F. Recommendations for Early Case Disposition

## FORMAT D - DEFENSE COUNSEL STATUS REPORTS

### A. Updated Evaluation of Liability

Issues Raised  
Significant Documentation in Medical Records  
Standard of Care/Proximate Cause  
Strengths and Weaknesses

### B. Updated Evaluation of Damages

Preexisting Conditions  
Injury and Prognosis (Include current medical management and special needs)  
General Damages  
Special Damages  
Punitive Damages

### C. Strengths and Weaknesses

### D. Case Valuation

### E. Settlement Options and/or Dispositive Motions

# **ATTACHMENT C**

## **DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

### **Purpose of the Form**

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

### **General Instructions**

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

### **Detailed Instructions**

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

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

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

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

**Minority Owned Business Enterprise (MBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

**Women Owned Business Enterprise (WBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**Physically-Challenged Business Enterprise (PBE):**

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

**Small Business Enterprise (SBE):**

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

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

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

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

**Number of Clark County Nevada Residents employed by this firm.**

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

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

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

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

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

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

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

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

**DISCLOSURE OF OWNERSHIP/PRINCIPALS**

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name and Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Local Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name Email:</b>		
<b>Number of Clark County Nevada Residents Employed:</b>						

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

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

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

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

*This section is not required for publicly-traded corporations.*

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

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the 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

**DISCLOSURE OF RELATIONSHIP**

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

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

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

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

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

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

***For County Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

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

## ATTACHMENT D

### **Business Associate Agreement**

This Agreement is made effective the \_\_\_\_ of \_\_\_\_\_, 201\_\_, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and \_\_\_\_\_, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

#### I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to

an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

## II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

- (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
- (ii) Utilizing Protected Health Information for any activity that might be deemed “Marketing” under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
- (ii) To implement “Administrative Safeguards,” “Physical Safeguards,” and “Technical Safeguards” as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (“Security Incident”) upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information (“Breach”) occurs, Business Associate agrees:

- (i) To notify the Covered Entity HIPAA Program Management Office immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity’s analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate’s records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity’s or Business Associate’s compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

## VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

## VIII. MISCELLANEOUS

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

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada.

No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_