



togetherforbetter

**CBE NO. 607484-25**  
**INTERLOCAL AGREEMENT FOR**  
**SEXUAL ASSAULT NURSE EXAMINER PROGRAM**

THIS INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, hereinafter referred to as "UMC" and CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY".

**WITNESSETH:**

WHEREAS NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform;

WHEREAS NRS 217.405 requires Clark County to pay any costs incurred by a hospital for a strangulation forensic medical examination of a victim of a domestic violence battery by strangulation; and

WHEREAS, UMC has contracted with a third party who will provide trained and skilled personnel to perform required strangulation forensic medical examination at UMC facilities.

NOW, THEREFORE, the parties mutually agree as follows:

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning ascribed to them in NRS 217.405(6), as follows:

- A. "Domestic violence battery by strangulation" means a battery which constitutes domestic violence pursuant to NRS 33.018 that is committed by strangulation as described in NRS 200.481.
- B. "Strangulation forensic medical examination" means an examination conducted by a health care provider for the purpose of assessing the health care needs of a victim of a domestic violence battery by strangulation and coordinating the treatment of any injuries of the victim.

## II. SCOPE OF SERVICES

- A. To the extent required by law, COUNTY agrees to reimburse UMC for all services incurred and billed by UMC's contracted provider for strangulation forensic medical examinations conducted on or after July 1, 2024.

- III. UMC agrees to invoice COUNTY monthly for reimbursement and provide any and all requested information from COUNTY to ensure payment.

## IV. MISCELLANEOUS PROVISIONS

- A. Term and Termination: This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party. The Term of this Agreement shall be coterminous with UMC's agreement with its third-party independent contractor for sexual assault examinations, included herein as Attachment I. This Agreement may be terminated by mutual consent of both Parties. Further, this Agreement shall automatically terminate upon either the repeal of A.B. 257, 82nd Session (Nev. 2023) or upon the effective date of any legislation which repeals or modifies, in any manner, NRS 217.405 to remove the obligation of the County to pay any costs incurred by a hospital for a strangulation forensic medical examination of a victim of a domestic violence battery by strangulation.
- B. Governing Law & Venue: This Agreement, and any rights and/or obligations of the parties arising thereof, shall be governed by, and construed according to, the laws of the State of Nevada. Further, the parties' consent to the exclusive jurisdiction of, and venue in, the Eighth Judicial District Court, Clark County, Nevada for enforcement of this Agreement.
- C. Confidential Treatment of Information: All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled, or prepared in connection with the performance of this Agreement.
- D. Notices: All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address set forth below:

FOR UMC: UMC  
ATTN: LEGAL DEPARTMENT  
1800 W. CHARLESTON BLVD  
LAS VEGAS, NV 89102

FOR COUNTY: CLARK COUNTY  
ATTN: FINANCE DEPARTMENT  
500 SOUTH GRAND CENTRAL PARKWAY, 3<sup>RD</sup> FL  
LAS VEGAS, NEVADA 89155

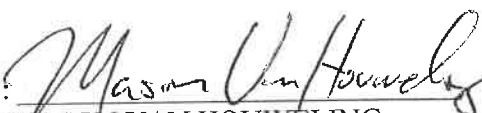
- E. Amendments: Amendments to this Agreement may be made only upon mutual consent, in writing. No amendments or modifications of this Agreement shall be deemed effective unless or until it is executed, in writing, by the parties hereto, with the same formality attending execution of this Agreement.
- F. Other Party Liability: Subject to the limitations of law, and to the extent allowed by law, each party shall be responsible for the acts and/or omissions—negligent or intentional—of its officers, directors, agents, representatives, members and/or employees in connection with this Agreement. Neither County nor UMC—individually or collectively—waive(s) any rights of defenses to indemnification that may exist under law. Further, County and UMC, including any of their respective agents or employees, shall not be liable to any party(ies), not participating in this Agreement, for any act or omission of the other party.
- G. Other Party Interest: This Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.
- H. Headings: The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- I. Waiver or Breach: Any waiver or breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability: In the event any provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Agreement shall remain in full force and effect.
- K. Independent Contractor: County and UMC are independent entities, and nothing contained in this Agreement shall be construed as or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- L. Entire Agreement: This executed Agreement contains the entire agreement among County and UMC relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

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

COUNTY OF CLARK:

BY: \_\_\_\_\_  
TICK SEGERBLOM, CHAIR  
Clark County Commissioners

UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA:

BY:   
MASON VAN HOUWELING  
Chief Executive Officer

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY:   
[Sarah Schaerrer \(May 16, 2025 07:44 PDT\)](#)  
SARAH SCHAERRER  
Deputy District Attorney



**ATTACHMENT 1**  
**CBE NO. 607484-25**

**SEXUAL ASSAULT NURSE EXAMINER AGREEMENT**

THIS AGREEMENT is entered into as of the date last signed by the parties below, by and between **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA** (hereinafter referred to as "UMC") and **ROSE HEART, INC.** (hereinafter referred to as "ROSE HEART"). UMC and ROSE HEART may individually be referred to herein as a "Party" and collectively, as the "Parties."

**RECITALS**

**WHEREAS**, UMC is a Clark County, Nevada owned acute care hospital organized and existing by virtue of Chapter 450 of the Nevada Revised Statutes;

**WHEREAS**, ROSE HEART is certified and legally authorized to examine patients and gather evidence in cases where the victim has been sexually assaulted and/or abused and is twelve (12) years or older, or, if under twelve (12) years of age, has begun menstruating;

**WHEREAS**, the State of Nevada and the County of Clark have a responsibility to assure that sexual assault evidence is gathered according to established medical legal standards;

**WHEREAS**, ROSE HEART has highly trained and skilled personnel available to perform required sexual assault examinations; and

**WHEREAS**, ROSE HEART is willing to provide its on-call evidence collection services to UMC as a participating medical facility for the convenience and benefit of UMC and responsible law enforcement agencies.

**NOW THEREFORE**, the Parties agree as follows:

**I. DEFINITIONS**

- 1.1 SART. As used in this Agreement, the term "SART" refers to the Sexual Assault Response Team.
- 1.2 SANE. As used in this Agreement, the term "SANE" refers to a Sexual Assault Nurse Examiner.
- 1.3 Nurse Examiner. As used in this Agreement, the term "Nurse Examiner" shall mean those individuals: (1) who are licensed in the State of Nevada as Registered Nurses; (2) who have successfully completed training as SANE nurses through a course of study which has been endorsed by the SART Committee or who have equivalent training experience; and (3) who are certified to collect evidence from a sexual assault victim.

**II. ROSE HEART'S OBLIGATIONS**

- 2.1 ROSE HEART will provide Forensic Strangulation Evaluations with timely submission of the 1500 Health Insurance Claim Form. Fees will be billed pursuant to the Fee Schedule attached as **Exhibit 1**. The total monthly amount billed will not exceed \$85,000.
- 2.2 An invoice will be provided with the claim forms to UMC Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. The Invoice will include the following information: Date of Service, Last, First name, HAR, MRN, level of examination

conducted, and a copy of the dictation.

- 2.3 ROSE HEART will contract with Nurse Examiners. All Nurse Examiners used by ROSE HEART for on-call evidence collection services must be legally authorized by the State of Nevada to perform said service. The Nurse Examiners will provide sexual assault examinations, suspect examinations, and forensic strangulation examination, which will meet or exceed the protocols established by the Nevada Office of Criminal Justice Planning.
- 2.4 ROSE HEART shall make available to UMC, sufficient information to enable UMC to contact the on-call Nurse Examiner including, but not limited to, name(s) of Nurse Examiner(s), twenty-four (24) hour on-call telephone number(s), alternate or back-up telephone number(s), if any, and address(es).
- 2.5 Nurse Examiners shall attend monthly case reviews at the request of UMC.
- 2.6 The Medical Director of ROSE HEART must be credentialed and have practice privileges at UMC. UMC agrees these privileges will not be unreasonably withheld and will be granted prior to the commencement of this Agreement.
- 2.7 ROSE HEART and its Medical Director will provide supervision of the activities of the Nurse Examiners. Specific terms of this shared supervision will be outlined in a memorandum of understanding between Rose Heart and its Medical Director.
- 2.8 All Nurse Examiners must have on file, in the office of Human Resources, copies of all licenses and certificates required by the State of Nevada and evidence of annual competency evaluations.
- 2.9 ROSE HEART shall supply equipment as specified on **Exhibit 2**.
- 2.10 ROSE HEART and UMC agree to the provisions of the protocols and standards of performance as listed in **Exhibit 3** attached hereto and incorporated herein by reference. These protocol provisions may be changed from time to time upon mutual written agreement of the parties.
- 2.11 ROSE HEART shall perform and adhere to all applicable requirements set forth in UMC's Policy #I-66, available from UMC upon request.
- 2.12 Insurance.
  - a. General Provisions. ROSE HEART shall provide UMC with Certificates of Insurance for coverage as listed below, and endorsements affecting coverage required by this Agreement within ten (10) calendar days after this Agreement has been fully executed by the Parties.
    1. Professional Liability. ROSE HEART shall carry professional liability insurance of no less than **One Million Dollars (\$1,000,000)** per occurrence and **Three Million Dollars (\$3,000,000)** in the aggregate. Said insurance shall be provided prior to the full execution of this

Agreement by the Parties. Such insurance shall annually be certified to the Hospital Administrator or his/her designee as necessary.

2. General Liability. General Liability coverage shall be on a "per occurrence" basis only and not "claims made." The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverage must be fully disclosed on the required certificate. If other than these forms are submitted as evidence of compliance, complete copies of each policy form must be submitted to UMC. Policies must include, but need not be limited to, coverage for personal injury (including death) and property damage. ROSE HEART shall maintain limits of no less than **One Million Dollars (\$1,000,000)** combined single limit per occurrence for personal injury (including death) and property damage.
  3. Auto Liability. Automobile Liability must provide coverage for claims for damage because of personal injury (including death) or property damage arising out of the ownership, maintenance or use of any motor vehicle whether owned, hired or non-owned. ROSE HEART shall maintain limits of no less than **One Million Dollars (\$1,000,000)** combined single limit "per accident" for personal injury (including death) and property damage.
- 2.11 ROSE HEART agrees to make available on an on-call basis Nurse Examiners to testify in court, if needed, according to the requirements and terms of its agreements with the responsible law enforcement agency.

### III. UMC'S OBLIGATIONS

- 3.1 ROSE HEART shall bill UMC directly each month for services rendered for forensic strangulation evaluations, as outlined in this Agreement. UMC will validate that information and pay ROSE HEART directly. UMC will look to reimbursement from Clark County for serviced billed by ROSE HEART.
- 3.2 UMC shall subtract from any payment made to ROSE HEART all damages, costs and expenses caused by ROSE HEART's negligence, resulting from or arising out of errors or omissions in ROSE HEART's work products, which have not been previously paid to ROSE HEART.
- 3.3 UMC shall not provide payment on any invoice ROSE HEART submits after six (6) months from the date ROSE HEART performs services, provides deliverables, and/or meets milestones, as agreed in this Agreement. UMC shall pay ROSE HEART invoices within sixty (60) days from receipt.
- 3.4 Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102. UMC will provide ROSE HEART with a contact name and telephone number and email for communication with a specific employee who will be knowledgeable about the payment process.
- 3.5 UMC agrees, as the participating medical facility, to provide all medical facilities.

- 3.6 UMC will provide parking for ROSE HEART personnel as necessary in the ambulance entrance area.

#### IV. TERM

- 4.1 Term of Agreement. This Agreement shall become effective as of February 1, 2025, and, subject to paragraphs 5.5 and 5.14, shall remain in effect through 31st day of January, 2027, with the option by either Party to renew for one (1) additional annual renewal period subject to the terms and conditions of this Agreement, provided that written notice to exercise the option to renew is provided to the other Party.
- 4.2 Termination Without Cause: Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party without cause upon ninety (90) days written notice to the other party.

#### V. MISCELLANEOUS

- 5.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, ROSE HEART shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If ROSE HEART carries out any of the duties of this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve-month period with a related contractor, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. § 1395x (v)(I), and the regulations promulgated thereunder.
- 5.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 5.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 5.4 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 5.5 Budget Act. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.
- 5.6 Captions/Gender/Number/Tense. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall

include the masculine, feminine and neuter and the number of all words shall include the singular and plural. All verbs should be construed in the appropriate tense required by the context of the Agreement.

- 5.7 Confidential Records. All UMC medical records, histories, charts and other information regarding patients and all UMC statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of UMC regardless of the manner, media or system in which such information is retained. All ROSE HEART documentation, pictures, reports and other information regarding victims and all ROSE HEART statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of ROSE HEART regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the parties shall be kept in the strictest confidence by the parties as required by law.
- 5.8 Corporate Compliance. ROSE HEART recognizes that it is essential to the core values of UMC that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, ROSE HEART agrees at all times to comply with all applicable federal and state laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of UMC, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to ROSE HEART upon request.
- 5.9 Disagreements/Arbitration. All matters involving the performance of ROSE HEART's duties, as set forth in this Agreement, shall be determined jointly by ROSE HEART and UMC's Administrator. Any disagreement between ROSE HEART and UMC's Administrator shall be resolved according to the following procedures:
- a. In all matters concerning the adequacy of coverage and the performance of ROSE HEART's duties set forth in the Agreement, the decision of UMC's Administrator shall be binding upon both parties unless the same is appealed to UMC's Governing Board within ten (10) days after the decision of UMC's Administrator is announced. The determination of UMC's Governing Board shall be final with respect to such matters.
  - b. All disputed matters pertaining to UMC's Medical and Dental Staff Bylaws, Rules and Regulations shall be addressed through the mechanisms and procedures adopted and established by the Bylaws, Rules and Regulations of UMC's Medical and Dental Staff.
  - c. All other matters concerning the application, interpretation or construction of the provisions of this Agreement shall be submitted to binding arbitration. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Each party, within fifteen (15) days of said notice, shall choose an arbitrator, and the two selected arbitrators shall then choose a third arbitrator. The panel of three (3) arbitrators shall then proceed in accordance with the applicable provisions of the Nevada Revised Statutes, with the third arbitrator ultimately responsible for arbitrating the matter. Either party to the arbitration may seek judicial review by way of petition to the Eighth Judicial District Court of the State of Nevada to confirm, correct or vacate an

arbitration award in accordance with the requirements of the Nevada Revised Statutes and the Nevada Rules of Civil Procedure.

5.10 Entire Agreement. This document constitutes the entire agreement between the Parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

5.11 False Claims Act.

- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary.
- b. Violation of the civil False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- c. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. Provider is expected to immediately report to UMC's Corporate Compliance Officer directly at 702-383-6211, through the Hotline 1-888-691-0772, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which ROSE HEART believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

5.12 Federal, State, Local Laws. ROSE HEART will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.

5.13 Financial Obligation. ROSE HEART shall incur no financial obligation on behalf of

UMC without prior written approval of UMC or the Board of Hospital Trustees.

- 5.14 Fiscal Fund Out Clause. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 5.15 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond their control.
- 5.16 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 5.17 Health Insurance Portability and Accountability Act of 1996. ROSE HEART shall use its best efforts to preserve the confidentiality of Protected Health Information it receives from UMC, and shall be permitted only to use and disclose such information to the extent that UMC is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law.
- 5.18 Indemnification.
- a. ROSE HEART shall indemnify and hold harmless, UMC, 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 ROSE HEART, its employees, representatives, successors or assigns. ROSE HEART shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
  - b. ROSE HEART's obligation to indemnify and/or defend UMC shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to ROSE HEART's obligations or performance under the terms of this Agreement.
- 5.19 Independent Contractor. UMC and ROSE HEART are independent entities and nothing contained in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.
- 5.20 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a

document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

- 5.21 Non-Discrimination. Neither party shall discriminate against any person on the basis of age, color, disability, gender, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.
- 5.22 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party at its address listed in the signature blocks below, or at such other address as indicated by written notice to the other party.
- 5.23 Publicity. Neither UMC nor ROSE HEART shall cause to be published or disseminated any advertising materials; either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 5.24 Performance. Time is of the essence in this Agreement.
- 5.25 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.
- 5.26 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. UMC and/or ROSE HEART, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 5.27 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.
- 5.28 Warranties. Each party represents and warrants that it is not an Excluded Provider. For purposes of this Section, the term "Excluded Provider" means a person or entity that either (i) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including without limitation federally-funded health care programs such as Medicare and Medicaid). Further, each party agrees to immediately disclose to the other party any debarment, exclusion or other event that makes the party or any individual employed by the party an Ineligible Person with respect to participation in any federal health care program, upon which disclosure the other party may, without penalty, immediately terminate this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year set forth below.

**ROSE HEART, INC.**

Attn: Jeri Dermanelian, President  
4055 S. Spencer Street, Suite 228  
Las Vegas, NV 89119

By: Jeri Dermanelian

Jeri Dermanelian, RN, BSN, CEN, SANE-A  
President

Date: 2.4-25

**UNIVERSITY MEDICAL CENTER OF  
SOUTHERN NEVADA**

Attn: Chief Executive Officer  
1800 W. Charleston Blvd.  
Las Vegas, NV 89102

By: Mason Van Houweling

Mason Van Houweling  
Chief Executive Officer

Date: 2/27/25

**EXHIBIT 1**  
**FEE SCHEDULE**

Code: 99281 Pt offered the FSE and declines to the exam. Cost: \$407.55

Code: 99283 Pt offered the FSE and accepts, Exam Completed with no imaging required. Cost  
\$1196.00

Code: 99284 Pt Offered the FSE and accepts, Exam Completed with imaging required. Cost \$2392.00

If a patient comes in and leaves without being seen, then there will be no charge.

## **EXHIBIT 2 "EQUIPMENT"**

Logitech Speakers x 2  
Anatomic maniquines  
File Folder  
Anatomic Body Parts  
Various Sexual Assault Books  
Brown Desk  
Cabinet Locked  
Card Reader  
Photographs Various  
Large Calander with magnet changeable Months and dates  
Computer Dell, Inspiron Service Tag: 4N4Q704  
Computer Screens x 4  
Copy machine  
Crime Light x 2  
Crime Light Glassess x 2  
4 Port UISB KVM Switch  
Staple Remover  
16 GB SD Cards for Camera  
Canon 70 D Camera with Pelican caring case  
Canon EOS R with Flash lamp with Pelican Caring Case  
Canon EOS 50 Camera with flash lamp with Pelican Caring Case  
Battery Chargers x 6  
Flashlight x3  
Forensic Rulers Multiple Sizes  
Lab Guard specimen bag  
Light Staining Microscope  
Microscope Slide  
Otascope Camera Depstech  
Battery's for Various Camera's  
Plevic Pillow x 2  
Tripods x 2  
Pen  
SanDisk 4 GB SanDisk  
Sart Smart/Medical Hx & Assault Information  
Various Paper and pen and pencil products  
Secured Digital Forenisc Imaging , Storage, Program  
Slings Carrying case for tripods x 2  
AA Lithium Batteries  
State of Nevada Sexual Assault Evidence Collection Kit  
Stethascope  
123 Lithim Batteries  
Food and Drink Various snacks

Light Staining Microscope slide taken from the cervical  
Footpedals for camera x 3  
Strangulation Maniquin Heads  
Anatomic Strangulation Forms  
Ledger Sheets  
Log  
Various Phone chargers, Apple, Samsung, Fast chargers  
Computer Camara to connect with Testifying in Court Remotely

### EXHIBIT 3

#### MEDICAL FACILITY:

1. UMC, as the participating medical facility, shall provide an examination/treatment area that will ensure the privacy of the victim/survivor and be conducive to interviewing. Evidence collection kits and all supplies necessary for the collection of evidence shall be kept in a locked area. UMC's emergency room physician will examine the victim, as needed, after the physical evidence collection has been completed by the Nurse Examiner. The medical facility will make available all lab findings and other pertinent information to the Medical Director of ROSE HEART or his/her designee.
2. The participating medical facility shall provide minimal storage space for needed supplies and provide all instruments/equipment required for the collection of medical evidence in a locked room. ROSE HEART and UMC security personnel shall have access.
3. The participating medical facility shall advise the jurisdictional law enforcement agency that an assault has occurred, if the law enforcement agency has not already been notified.
4. The participating medical facility shall be responsible for the physical well-being of the victim and medical treatment, if necessary.

#### MEDICAL FACILITY PHYSICIAN:

Under usual circumstances, the Nurse Examiner will evaluate and collect evidence from the sexually assaulted victim. If the victim has sustained injuries, needing treatment beyond the scope of the Nurse Examiner, the participating Medical Facility Physician will:

1. Evaluate and treat the sexually assaulted victim.
2. Perform the vaginal examination and rectal examination.
3. Order the necessary labs and blood analysis.
4. The Medical Facility Physician will complete the hospital report of the sexually assaulted victim, if admitted through the emergency room.
5. A victim/survivor in need of immediate emergency medical care will be treated as any other medical emergency. The attending Medical Facility Physician will determine at which point the victim will be available for the sexual assault examination.
6. The following conditions require immediate medical treatment and physician referral.
  - a. Severe bleeding from the vaginal or rectal area or any body orifice.

- b. Possible fractures.
  - c. Lacerations requiring sutures.
  - d. Head injury or history of loss of consciousness.
  - e. Severe physical complaints such as chest pains or abdominal pains.
  - f. Any other condition the SANE feels may warrant medical evaluation.
7. If history indicates, the Medical Facility Physician will complete the pertinent inflammation in the sexual assault kit.

SART (SEXUAL ASSAULT RESPONSE TEAM) MEDICAL DIRECTOR:

The Medical Director of ROSE HEART, or his/her designee, will give prophylaxis for the prevention of sexually transmitted diseases and/or pregnancy and prescribe any other prophylaxis drugs deemed necessary.

PROTOCOL FORMAT:

1. The SANE, functioning within the framework of the Nurse Practice Act and the guidelines set forth by the Office of Criminal Justice Planning will provide a complete medical/legal examination and evidence collection for victims of sexual assault. This may be performed without the direct supervision of a M.D.
  - a. GENERAL PROCEDURE:
    - (1) Initiate contact with sexual assault crisis counselor to assist in providing emotional support to the victim.
    - (2) Assist investigating law enforcement agency with interview and subsequent physical evidence collection from the victim.
    - (3) Provide the victim, as required by the State of Nevada, information and referrals for follow-up for pregnancy prophylaxis and STD testing.
    - (4) Documentation as required by the Office of Criminal Justice Planning on forms of sexual assault kits.
    - (5) Maintenance of all forms and evidentiary items as required by the Clark County Sheriff's Crime Lab, the Clark County District Attorney's Office, and the investigating law enforcement agencies.

b. SEXUAL ASSAULT EVIDENCE COLLECTION PROCEDURE:

- (1) Document pertinent data as required on the sexual assault kit.
- (2) Collect external physical evidence.
- (3) Assess and document physical findings on the body.
- (4) Scan with Omni Light and collect findings as indicated.
- (5) Perform gross visual perineal exam.
- (6) Perform examination with the colposcope:
  - (a) Photograph injuries.
  - (b) Collect physical findings.
- (7) Perform pelvic exam and rectal exam if indicated.
- (8) Following chain of custody requirements, package all clothing and evidentiary items.
- (9) Complete documentation on sexual assault kits.

SANE (SEXUAL ASSAULT NURSE EXAMINER):

1. The SANE will collect the physical evidence from the sexually assaulted victim. Victims sixteen (16) years and younger will require parental or legal guardian consents.
2. All sexual assault Nurse Examiners will have been oriented to the Sheriff's Crime Lab procedures and oriented to the Medical Protocol for Examination of Sexual Assault Victims.
3. Nurse Examiners are available on-call twenty-four (24) hours per day. They will have a response time of thirty (30) minutes.
4. Immediate supervision is not required by a physician. The medical/legal examination and evidence collection would be considered an independent nursing function and will be conducted as such.
5. Nurse Examiners are notified by the law enforcement agency when a crime has occurred.
6. Nurse Examiner/director is responsible for overseeing the training process and scheduling of Nurse Examiners.
7. Nurse Examiner will respond to the hospital for the collection of evidence from the sexual assault victim and/or the suspect if necessary.
8. Nurse Examiner will obtain and fully document as complete a medical history as possible.
9. Nurse Examiner will inform the officer of any information that is relevant to the investigative process and the evidence collection.
10. If requested, the Nurse Examiner will assist the law enforcement officer in the taking of photographs of the victim's injuries.
11. Nurse Examiner is responsible for the collection of evidence from the victim's person. The

evidence is to be collected and documented, in accordance with State protocol and laws of evidence.

12. Nurse Examiner shall prepare the victim for physical examination by the physician, if history indicates.
13. Nurse Examiner gives the evidence collected directly to the officer, noting chain of evidence procedure.
14. Nurse Examiner is responsible for accurate documentation on sexual assault forms.
15. Nurse Examiner distributes copies of sexual assault forms appropriately.
16. Nurse Examiner will obtain all necessary blood specimens from the sexually assaulted victim and victims will be notified of results by established "call-back" procedures of UMC's emergency room.
17. Nurse Examiner will obtain consent for prophylaxis and all other necessary consents connected with the collection of the evidence.
18. Nurse Examiner may collect the necessary vaginal swabs.
19. Nurse Examiner will collect the rectal swabs from the victim.
20. If history indicates, the Nurse Examiner may visually observe the victim for injuries and relay this information to the Medical Facility Physician.
21. Nurse Examiner will refer the victim, if patient chooses, to a family physician if victim has one. If the victim does not have a family physician, victim will be referred to Clark County Health Department's Community Action Against Rape or for immediate complications, victim may be referred to the hospital emergency room.