



Governing Board

Wednesday, February 26, 2020, at 2:00 PM

Delta Point Building, Emerald Room

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
February 26, 2020, 2:00 p.m.
901 Rancho Lane, Las Vegas, Nevada
Delta Point Building, Emerald Conference Room (1st Floor)

Notice is hereby given that a meeting of the UMC Governing Board has been called and will be held on Wednesday, February 26, 2020, commencing at 2:00 p.m. at the location listed above to consider the following:

This meeting has been properly noticed and posted in the following locations:

University Medical Center 1800 W. Charleston Blvd. Las Vegas, NV (Principal Office)	CC Government Center 500 S. Grand Central Pkwy. Las Vegas, NV	Third Street Building 309 S. Third St. Las Vegas, NV	Regional Justice Center 200 Lewis Ave., 1 st Flr. Las Vegas, NV
City of Las Vegas 495 S. Main St. Las Vegas, NV	City of Henderson 240 Water St. Henderson, NV		

- The main agenda is available on University Medical Center of Southern Nevada's website <http://www.umcsn.com>. For copies of agenda items and supporting back-up materials, please contact Peter Belmonte, Interim Agenda Coordinator, at (702) 383-3861. The Governing Board may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Governing Board may remove an item from the agenda or delay discussion relating to an item at any time.
- Consent Agenda - All matters in this sub-category are considered by the Governing Board to be routine and may be acted upon in one motion. Most agenda items are phrased for a positive action. However, the Governing Board may take other actions such as hold, table, amend, etc.
- Consent Agenda items are routine and can be taken in one motion unless a Governing Board member requests that an item be taken separately. For all items left on the Consent Agenda, the action taken will be staff's recommendation as indicated on the item.
- Items taken separately from the Consent Agenda by Governing Board members at the meeting will be heard in order.

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

1. **Public Comment**

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

2. Approval of Minutes of the regular meeting of the UMC Governing Board on January 29, 2020. *(Available at University Medical Center, Administrative Office) (For possible action)*
3. Approval of Agenda. *(For possible action)*

SECTION 2: CONSENT ITEMS

4. Approve the Renewal of Maintenance for OneSign Single Sign-On Authentication/Management License (SSO-AML) with Imprivata, Inc.; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. *(For possible action)*
5. Approve and recommend for approval to the Board of Hospital Trustees for University Medical Center of Southern Nevada the Fourth Amendment to Agreement with Change Healthcare Technologies, LLC for revenue cycle transactional activities, and take action as deemed appropriate. *(For possible action)*
6. Approve the Amendment One to the Professional Services Agreement between Robert B. McBeath, M.D., dba Nevada Cancer Specialists and University Medical Center of Southern Nevada; and take action as deemed appropriate. *(For possible action)*
7. Approve and recommend for approval to the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Renewal Letter with WRI Charleston Commons, LLC to extend the lease at the Nellis Quick Care location; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. *(For possible action)*
8. Approve the Professional Services Agreement between UNLV Medicine, Inc. and University Medical Center of Southern Nevada for clinical services in UMC's nursery; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*
9. Approve and award the RFP No. 2019-16 Collection Agency for Self-Pay Bad Debt to (i) Aargon Agency, Inc. d/b/a Aargon Collection Agency; and (ii) CMRE Financial Services, Inc.; approve the RFP No. 2019-16 Service Agreements; authorize the Chief Executive Officer to exercise any extension options, and take action as deemed appropriate. *(For possible action)*
10. Approve the UMC Policy and Procedures Committee's additions, revisions and retirement of organizational policies and procedures, and the UMC Quality and Patient Safety Committee's evaluation of UMC patient care and service contracts, as measured against established performance standards. *(For possible action)*
11. Approve and recommend for approval to the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fiscal Year 2020 COLA agreement between UMC and the International Union of Operating Engineers, Local 501 AFL-CIO. *(For possible action)*

SECTION 3: BUSINESS ITEMS

12. Receive an educational presentation on UMC's Health Information Management (HIM) operations from Teresa Costa, Director of Health Information Management, and take any action deemed appropriate. *(For possible action)*
13. Receive a report from the Governing Board Strategic Planning Committee and take any action deemed appropriate. *(For possible action)*
14. Receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and take any action deemed appropriate. *(For possible action)*
15. Receive a report from the Governing Board Audit and Finance Committee, and take any action deemed appropriate. *(For possible action)*
16. Receive the monthly financial report for January FY20, and take any action deemed appropriate. *(For possible action)*
17. Receive an update on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. *(For possible action)*
18. Receive an update from the Hospital CEO and take any action deemed appropriate. *(For possible action)*

SECTION 4: EMERGING ISSUES

19. Identify emerging issues to be addressed by staff or by the Board at future meetings, and direct staff accordingly. *(For possible action)*

SECTION 5: CLOSED SESSION

20. Go into closed session pursuant to NRS 450.140(3) to discuss new or material expansion of UMC's health care services and hospital facilities.

COMMENTS BY THE GENERAL PUBLIC

A period devoted to comments by the general public about matters relevant to the Board's jurisdiction will be held. No action may be taken on a matter not listed on the posted agenda. Comments will be limited to three minutes. Please step up to the speaker's podium, clearly state your name, and address and please **spell** your last name for the record.

All comments by speakers should be relevant to the Board's action and jurisdiction.

UMCSN ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMCSN GOVERNING BOARD. IN ORDER TO MAINTAIN A COMPLETE AND ACCURATE RECORD OF ALL PROCEEDINGS, ANY PHOTOGRAPH, MAP, CHART, OR ANY OTHER DOCUMENT USED IN ANY PRESENTATION TO THE BOARD SHOULD BE SUBMITTED TO UMCSN ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE BOARD, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMCSN ADMINISTRATION AND COUNTY COUNSEL.

THE BOARD MEETING ROOM IS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. WITH TWENTY-FOUR (24) HOUR ADVANCE REQUEST, A SIGN LANGUAGE INTERPRETER MAY BE MADE AVAILABLE (PHONE: 702-765-7949).

**University Medical Center of Southern Nevada
Governing Board
January 29, 2020**

UMC Emerald Conference Room
Delta Point Building (1st Floor)
901 Rancho Lane
Las Vegas, Clark County, Nevada
Wednesday, January 29, 2020
2:00 PM.

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

CALL TO ORDER

Board Members:

Present:

John O'Reilly, Chair
Donald Mackay, M.D., Vice-Chair
Robyn Caspersen
Harry Hagerty – via Phone
Laura Lopez-Hobbs
Christian Haase – via Phone
Renee Franklin
Jeff Ellis – via Phone
Mary Lynn Palenik – via Phone

Ex-Officio Members:

Present:

Barbara Fraser, Ex-Officio

Absent:

Dr. John Fildes, Interim Dean UNLV (Excused)
Dr. Frederick Lippmann, Chief of Staff (Excused)

Others Present:

Mason VanHouweling, Chief Executive Officer
Susan Pitz, General Counsel
Peter Belmonte, Interim Board Secretary

SECTION 1. OPENING CEREMONIES

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ITEM NO. 1 PUBLIC COMMENT

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

Speakers: None

ITEM NO. 2 Approval of Minutes of the regular meeting of the Governing Board on December 18, 2019. *(Available at University Medical Center, Administrative Office) (For possible action)*

FINAL ACTION: A motion was made by Member Lopez-Hobbs that the minutes be approved. Motion carried by unanimous vote.

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

FINAL ACTION: A motion was made by Member Caspersen that the agenda be approved as recommended. Motion carried by unanimous vote.

SECTION 2. CONSENT ITEMS

A motion was made by Dr. Mackay to approve the items on the Consent Agenda listed below as recommended. Motion carried by unanimous vote.

- ITEM NO. 4 Approve the First Amendment to the Hospital Participation Agreement with Laughlin Healthcare Coalition; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- First Amendment to Hospital Participation Agreement

- ITEM NO. 5 Approve the Acknowledgement Form for reference laboratory testing services with Laboratory Corporation of America Holdings and its subsidiaries (LabCorp); authorize the Chief Executive Officer to execute future amendments within his delegation of authority; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Reference Laboratory Testing Services Acknowledgement Form

- ITEM NO. 6 Approve the Client Agreement with FocusOne Solutions, LLC for temporary labor staffing services; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- FocusOne Solutions, LLC Client Agreement

- ITEM NO. 7 Approve the Pricing Agreement with Northfield Medical, Inc. to provide repair of surgical instruments; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Pricing Agreement
- Disclosure of Ownership
- HPG Letter Dated January 2, 2020

- ITEM NO. 8 Approve the Provider Agreement between Alireza Farabi, M.D., PC and University Medical Center of Southern Nevada for primary care and infectious disease medical services to Ryan White participants; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- Provider Agreement
- Disclosure of Ownership

- ITEM NO. 9 Approve the End User License Agreement and related documents with Imprivata, Inc.; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. (For possible action)**

DOCUMENT(S) SUBMITTED:

- End User License Agreement
- Certificate of Liability Insurance
- Statement of Work (SOW)
- Proposal
- Disclosure of Ownership

ITEM NO. 10 Approve the documents for the purchase of a Zenition 70 Mobile C-Arm with Philips Healthcare; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Purchase Order
- Certificate of Insurance
- Disclosure of Ownership
- HPG Letter dated December 30, 2019

ITEM NO. 11 Approve the Philips RightFit Primary Service Agreement with Philips Healthcare; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Service Agreement
- Disclosure of Ownership

ITEM NO. 12 Approve and recommend for approval to the Board of Hospital Trustees for University Medical Center of Southern Nevada the agreements with Philips Healthcare, a division of Philips North America LLC for the Philips Monitors Enterprise; authorize the CEO to sign any future change orders within his delegated authority; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Amendment One
- MATC Software Quotation
- Disclosure of Ownership
- Scope of Work (SOW)
- HPG Letter Dated November 22, 2019

ITEM NO. 13 Approve and recommend for approval to the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Primary Commitment Agreement for Acute Care and Surgery Centers with Medline Industries, Inc. for medical/surgical products distribution services; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Primary Commitment Agreement

ITEM NO. 14 Approve the Purchase Agreement and related documents for the Nuclear Medicine Room project with Siemens Medical Solutions USA, Inc., and take action as deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- Proposal
- Purchase Agreement
- Quote
- Certificate of Insurance
- HPG Letter Dated December 30, 2019

ITEM NO. 15 Approve the Freight Management Agreement and Amendment No. 1 between Cardinal Health 200, LLC and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- OptiFreight Agreement
- Amendment No. 1
- Disclosure of Ownership
- HPG Letter dated October 10th, 2019

ITEM NO. 16 Approve the Wireless Devices & Services Agreement between T-Mobile USA Inc., and University Medical Center of Southern Nevada; authorize the Chief Executive Officer to exercise any extension options; and take action as deemed appropriate. *(For possible action)*

DOCUMENT(S) SUBMITTED:

- Disclosure of Ownership
- Service Quote

SECTION 3: BUSINESS ITEMS

ITEM NO. 17 Receive an educational presentation on UMC's Managed Care Contracting Process from Rose Coker, Director of Managed Care, and take any action deemed appropriate. (For possible action)

Rose Coker, Director of Managed Care, provided an educational overview of Managed Care Contracting and the revenue benefit that managed care organizations, which are comprised of private payers and government, would provide to the hospital's financial future.

Ms. Coker emphasized that though it is not necessary to establish a contract agreement with everyone, our strength comes from understanding the value that we bring to anyone's network.

Components of the contract negotiations, which include terminology, rate methodology, and credentialing, were discussed, and it was noted that contract analysis and legal oversight is needed to generate an agreeable document.

Dr. Makay asked if there is still a Prompt Payment Bill, a clean claim paid "Prompt Pay" within 30-days.

Ms. Coker replied that Prompt Pay still exists and that the Department of Insurance has defined what the prompt payment consists of and the penalty clause for not being reimbursed on a clean claim.

Member Lopez-Hobbs asked if there is a standard rate that Medicare pays UMC as compared to others.

Ms. Coker responded that the DRG reimbursement provided by the Federal Government and the Medicare reimbursements should be the same. Medicare rates are national.

There was continued discussion regarding expected hospital reimbursements from Medicare and Medicaid and supplemental plans and the role that more accurate and appropriate documentation plays in receiving the proper reimbursement amount.

Mr. VanHouweling continued by stating that better documenting and educating and physicians to document their notes to support the patient care properly drives the acuity. UMC's acuity mix is far higher than any other hospital in town.

FINAL ACTION: None

ITEM NO. 18 Receive a report from the Governing Board Audit and Finance Committee, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Member Caspersen provided a summary from the January 22, 2020 meeting.

There was no public comment, all members were present, and the minutes from December 11, 2019, and agenda were approved.

Thirteen contracts were reviewed and approved at the Audit and Finance Committee. A financial report was given for the month of November and December 2020, by Ms. Wakem. The meeting focused on the financial results reviewing balance sheets, income statements, key financial indicators, operational indicators, cash flow, and capital items. The results were favorable.

Admissions, stay, and acuity was looked at as well as ED visits and the number of ED visits that transition to hospital admissions. Particularly the observation rates were discussed along with reimbursement rates.

In addition to the financial statements, a report was provided on a variety of topics, some of which were discussed in the earlier presentation, including the further delay on the amounts of the DSH cuts, the latest date was May 2020, the Medicaid rate increases for 2020 and finally, at the February meeting, the Committee will receive a report from CEO on status of achievement towards the CEO's Audit and Finance performance goals for 2020.

There were no emerging issues identified and no public comments.

FINAL ACTION: None

ITEM NO. 19 Receive a report from the Governing Board Human Resources and Executive Compensation Committee and take any action deemed appropriate. (For possible action)

CORRECTION: Committee name corrected from Governing Board Human Resources and Executive Committee to Governing Board Human Resources and Executive Compensation Committee.

DOCUMENT(S) SUBMITTED:

- None submitted

DISCUSSION: Member Ellis provided a summary from the January 27, 2020 meeting.

There was no public comment, all members were present, and the minutes from October 21, 2019, and agenda were approved.

The Committee reviewed the goals and objectives of the CEO and the entire HR Department. There were seven goals reviewed in detail and HR Goals being achieved. Staffing criteria and ratio based on volumes were looked at, and also

the lower or higher census data were compared to what the staffing levels should be compared to what it is.

A report on the SEIU negotiation was provided as the contract renewal is due at the end of the Fiscal year. Additionally, the operating engineers are in negotiation

There were no emerging issues identified and no public comments.

FINAL ACTION: None

ITEM NO. 20 Receive the monthly financial report for November and December FY20, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- FY20 November and December

DISCUSSION: Ms. Wakem provided a summary of the monthly financial report for November and December FY20.

- Key Indicators for both November and December were discussed. An abbreviated report was provided for November FY20.
- Net review for the month was slightly under budget \$1.1 million or 2%. Operating expenses were favorable to budget 1.3. We landed about a million dollars on a budget of almost \$800k, so we were \$200k favorable. The YTD income statement was reviewed. Net Revenue YTD November \$1.8M over budget. The Operating Expenses were key, and we are managing our operating expenses and \$1.8 M favorable. We are \$5.8 M YTD on a budget of \$2.2 M.
- Chair O'Reilly suggested to add dates to the report for future meetings and was acknowledged by Ms. Wakem.
- The key indicators for the month of December were presented, and Total Admissions were highlighted. UMC was below the budget.
- The Length Of Stay (LOS) was at 2.6%. The Medicare LOS was higher. IP surgery was up 7%. The conversion rate from the ED to Observation or IP was 20%. Last year it was 24%.
- Quick Cares increased by a 7% increase due to expanded hours. Primary Cares was also up 7%.
- Revenue was under budget by almost \$800k for the Income Statement in the month of December. The Operating Expenses were over budget about \$400k.
- The YTD Budget was above the budget by \$2.4 M. Salary Wages and Benefits were favorable, and all the other expenses were also presented.

FINAL ACTION: None

ITEM NO. 21 Receive an update on the University of Nevada Las Vegas School of Medicine, and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- None

DISCUSSION:

Dean Fildes was unable to attend today due to another pressing matter. Mr. VanHouweling provided information about Dr. Marc J. Kahn. Dr. Khan will be joining UNLV School of Medicine in April as the Dean and Dr. Fildes will continue as the Chair of Surgery.

FINAL ACTION: None

ITEM NO. 22 Receive an update from the Hospital CEO and take any action deemed appropriate. (For possible action)

DOCUMENT(S) SUBMITTED:

- CEO Update

DISCUSSION: Mr. VanHouweling provided the following updates.

Mr. VanHouweling started his updates by acknowledging the UMC interns in attendance at Governing Board.

The Joint Commission preparation was presented along with survey readiness and safety huddles confirming that UMC is Joint Commission ready.

Congratulations were offered to the Cardiology team for a successful American College of Cardiology Survey. Coronary Percutaneous Intervention (CPI) is a highly designated EMS destination.

An update was provided regarding the Coronavirus outbreak, along with a report from Dr. Ahsad from the Infection Control department.

Discussion continued regarding hospital growth, which includes the addition of new DaVinci Robots, the installation of the Nurse Call System, the completion of the Enterprise Quick Care and Trauma ICU remodel.

Various activities in the community were highlighted.

Mr. VanHouweling continued to report on a variety of topics, including an upcoming visit from a Three-Star General, an invitation to join the Patient Protection Commission from Governor Sisolak, and his meeting with CMS Administrator, Ms. Seema Verma.

There were no emerging issues identified and no public comments.

FINAL ACTION: None

ITEM NO. 23 Review and accept the standing committee assignments for calendar year 2020 and take any action deemed appropriate. *(For possible action)*

DISCUSSION: Chair O'Reilly asked if any members wanted changes to committee assignments or if members preferred for committees to remain as they are now. No changes were noted.

FINAL ACTION: A motion was made by Member Caspersen to keep the standing committee assignments for the calendar year 2020. Motion carried by unanimous vote.

ITEM NO. 24 Finalize meeting dates for the Governing Board and the Governing Board's standing committees for the calendar year 2020, and take any action deemed appropriate. *(For possible action)*

DISCUSSION: Member Hagerty requested the Strategy Committee change the meeting scheduled on August 6 to August 5.

FINAL ACTION: A motion was made by Dr. Mackay to approve the meeting schedule change for the calendar year 2020. Motion carried by unanimous vote.

ITEM NO. 25 Elect a Chair and Vice-Chair to the Governing Board to serve a two-year term ending January 2022 and take any action deemed appropriate. *(For possible action)*

DISCUSSION: Chair O'Reilly indicated that he and Dr. Mackay would be honored to continue to serve for another two-year term.

FINAL ACTION: Member Franklin made two motions for Chair O'Reilly and Dr. Mackay to continue for another two-year term in their capacities as Chair and Vice-Chair, respectively. Both motions carried by unanimous vote, with noted abstentions below.

(Chair O'Reilly and Dr. Mackay abstained from voting on their respective nominations)

SECTION 4: EMERGING ISSUES

ITEM NO. 26 Identify emerging issues to be addressed by staff or by the Board at future meetings and direct staff accordingly. *(For possible action)*

FINAL ACTION: None

COMMENTS BY THE GENERAL PUBLIC:

Comments from the general public were called for before going into closed session. No such comments were heard.

A motion was made by Dr. Mackay to go into closed session pursuant to NRS 241.015(3)(b)(2).

There being no further business to come before the Board at this time, at the hour of 3:07 PM. Chair O'Reilly adjourned the meeting.

At the hour of 3:08 PM, the Board recessed to go into closed session.

SECTION 5: CLOSED SESSION

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

The meeting was reconvened in closed session at 3:23 PM.

At the hour of 3:35 PM, the closed session on the above topic ended.

FINAL ACTION: No action was taken by the Board.

Minutes Prepared by Peter Belmonte

APPROVED:

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

Issue: Renewal of Maintenance for OneSign Single Sign-On Authentication/Management License with Imprivata, Inc.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 04
Recommendation: That the Governing Board approve the Renewal of Maintenance for OneSign Single Sign-On Authentication/Management License (SSO-AML) with Imprivata, Inc.; and authorize the Chief Executive Officer to sign the Amendment. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000854000
Description: Identity Governance Software
Bid/RFP/CBE: NRS 332.115(1)(h) – Software
Term: One (1) year
Amount: NTE \$56,350.00
Out Clause: 30 days w/o cause

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

BACKGROUND:

This request is to approve the annual support maintenance for OneSign Single Sign-On licenses with Imprivata, Inc., which is an addition to UMC's existing Identity Governance software project. The annual maintenance cost is \$56,350.00 bringing the total spend for the Imprivata project to \$1,136,412.75. Staff also requests Board approval for the Chief Executive Officer to execute annual extensions of this service is beneficial to UMC.

In accordance with NRS 332.115(1)(h), the competitive bidding process is not required for software.

UMC's Director of Information Technology has reviewed and recommends approval of this Renewal. The Renewal Quote has been approved as to form by UMC's Office of General Counsel.

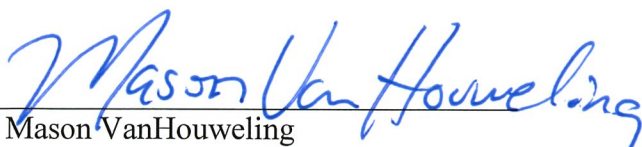
Imprivata has applied for a business license with Clark County.

This Renewal was reviewed by the Governing Board Audit and Finance Committee at their February 19, 2020, meeting and recommended for approval by the Governing Board.

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Cleared for Agenda
February 26, 2020

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Agenda Item #

04

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 1						
Corporate/Business Entity Name: Imprivata, Inc						
(Include d.b.a., if applicable)						
Street Address:		10 Maguire Road, Building 1, Suite 125		Website: https://www.imprivata.com		
City, State and Zip Code:		Lexington, MA 02421		POC Name: Devin Head Email: dhead@IMPRIVATA.com		
Telephone No:		1 781 674 2700		Fax No:		
Nevada Local Street Address: (If different from above)		N/A		Website: N/A		
City, State and Zip Code:		N/A		Local Fax No: N/A		
Local Telephone No:		N/A		Local POC Name: N/A Email:		

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

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

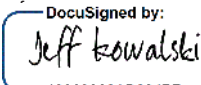
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Thoma Bravo	Parent Company	100%

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

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

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

DocuSigned by:  16969808AB624B7... Signature Vice President, Legal Title	Jeff Kowalski Print Name 1/10/2020 Date
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Quote: Q-111531

10 Maguire Road, Building 1
Lexington, MA 02421
<mailto:renewals@imprivata.com>
(781) 644-6600

Date: January 15th, 2020
Quote Expiration: February 29th, 2020
Proposal Name: University Medical Center
of Southern Nevada - OneSign - Maintenance
Renewal - 2019
Sales Rep: Noreen Hartigan
Prepared By: Noreen Hartigan

Bill To: University Medical Center of Southern
Nevada

Ship To: University Medical Center of Southern
Nevada

Order Type: Maintenance Renewal

Address: 1800 W Charleston Blvd
Las Vegas, NV
United States 89102
Contact: Maria Sexton
Email: maria.sexton@umcsn.com

Address: 1800 W. Charleston Boulevard
Las Vegas, Nevada
United States 89102
Contact: Maria Sexton
Email: maria.sexton@umcsn.com

Currency: USD
Direct/Indirect: Direct
Partner: N/A
Deal Registration: No
Account: University Medical Center
of Southern Nevada
NetSuite ID: 12474

Phone: (702) 671-6579

Phone: (702) 671-6579

Licenses

Qty	Product Code	Description
4,600	SSO/AM	License: OneSign Single Sign-On/Authentication Management (SSO/AM) License
1	CONN-EPIC	License: Imprivata Connector For Epic Hyperspace

Support

Product Code	Description	Term	Start Date	End Date	Volume Price	Net Price	Total Net Price
SUPV25-R	Maintenance: OneSign Premium Virtual Support 4600 SSO/AM, 1 CONN-EPIC	12	1/1/2020	12/31/2020	\$4,695.83	\$4,695.83	\$56,350.00

TOTAL:	USD 56,350.00
This proposal is valid until:	2/29/2020



Quote: Q-111531

10 Maguire Road, Building 1
Lexington, MA 02421
<mailto:renewals@imprivata.com>
(781) 644-6600

Date: January 15th, 2020
Quote Expiration: February 29th, 2020
Proposal Name: Q-111531
Sales Rep: Noreen Hartigan
Prepared By: Noreen Hartigan

Comments: None

Order Acceptance:

By signing below, I certify that (i) this purchase has been approved in accordance with customer's purchasing policy, (ii) a purchase order is either not required or attached and (iii) I am authorized to sign on behalf of customer accepting the terms of this proposal as an irrevocable purchase order.

Signature: _____

Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

Maintenance and Support Renewals Terms

Prices are valid for 90 days from quote date unless otherwise noted. This quote excludes applicable sales taxes and should not be considered the final total price and it will be added upon invoicing if taxable. Imprivata shall not accept, and this Quote does not operate as an acceptance of, any different or additional terms and conditions, and this Quote shall prevail over any such different or additional provisions, of any customer purchase order or any other customer originated instruments, unless mutually agreed upon in writing by both parties. Maintenance, services and subscriptions will be invoiced upon receipt of customer purchase order. Payment is due Net 30 days. These terms and conditions shall be accepted by either signing this quote and/or by issuing a purchase order. Upon expiration of the Initial Maintenance and Support Period, maintenance and support may be renewed for successive twelve month periods (each an "Annual Maintenance and Support Period") with written confirmation at least thirty (30) days prior to the expiration of the applicable Initial Maintenance and Support Period or Annual Maintenance and Support Period. In the event of a lapse in coverage in maintenance and support, any reinstatement of maintenance and support should be subject to payment by customer of all M&S fees that would be payable from the time the customer discontinued maintenance and support to the time of its reinstatement. [The terms and conditions can be viewed at http://www.imprivata.com/imprivata-maintenance-and-support](http://www.imprivata.com/imprivata-maintenance-and-support). Please note this quote does not include sales tax or other miscellaneous charges for which you may be responsible. If you choose to pay based on the quote, upon receipt of payment, we will promptly issue a final invoice which may include sales tax as applicable. These terms and conditions shall be accepted by either signing this quote and/or by issuing a purchase order.

Supp. to contract
2-13-20
6910

ARTICLE 16
CLASSIFICATIONS AND WAGE RATES

1. Wages:

(a) The following job classifications and corresponding hourly wage rates are hereby established:

Classifications 7/1/19

Maintenance Engineer 2.5% increase in cola

Additionally, in recognition of the support bargaining unit members provided to the Employer, and the community on 5-15-2009 by voluntarily reducing their wage package by 2% from their previously bargained for scheduled increase that would have taken effect on July 1, 2009 during the economic downturn "in an effort to support the efforts of University Medical Center to provide the best qualified care to its patients" the Employer is returning such wage concession to the bargaining unit with an additional 2% cola increase effective as of 7/1/2019.

STRIKE

Tentative Agreement

FOR THE EMPLOYERS
University Medical Center

Kurt Houser Date
Chief Human Resources Officer

FOR THE UNION
Operating Engineers, Local 501

Rick Elle Date
Business Agent/Organizer

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

Issue:	Fourth Amendment to Agreement with Change Healthcare Technologies, LLC	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 05
Recommendation: That the Governing Board review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Fourth Amendment to Agreement with Change Healthcare Technologies, LLC for revenue cycle transactional activities; authorize the Chief Executive Officer to exercise the extension option; and take action as deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000856000	Funded Pgm/Grant: N/A
Description: Clearance and Assurance Transactional Activities	
Bid/RFP/CBE: RFI 2009-10	
Term: Amendment 4 – extend through 2/28/2022 with one (1) year extension option	
Amount: Amendment 4 – additional NTE \$700,000 per year or potential aggregate is NTE \$2,100,000 for three (3) years	
Out Clause: 60 days w/ cause	

BACKGROUND:

On November 15, 2011, UMC executed an Order Form with Change Healthcare Technologies (CHC) (previously called RelayHealth) for the purchase of software and a variety of revenue cycle transaction services for claims clearinghouse, eligibility verification, payment processing, propensity to pay, and other services. Amendment 1, updated Exhibit A-1-1 on Processing Services Recurring Fees. Amendment 2 updated the RelayLearn Services recurring fee. On November 16, 2016, UMC executed a Contract Supplement, which provided an Epic interface for the services, extended the Agreement term for RelayAssurance and RelayClearance through November 14, 2019, and allowed UMC to move from Experian's Credit Reporting services to TransUnion's Credit Reporting services. On March 8, 2018, UMC executed a Sales Order, which extended CHC's products to the UNLV School of Medicine (UNLVSOM) and future UMC partners through the Physicians Community Connect Program. The transaction charges are billed to UMC and passed through to UNLVSOM at actual cost. Amendment 3 extended the Agreement term through February 29, 2020.

Page 21 of 183

Cleared for Agenda
February 26, 2020

Agenda Item #

05

This Amendment 4 requests to (i) extend the Agreement term for two (2) years ending February 28, 2022, with an option to extend for one (1) year; and (ii) update the Fee Schedule with a new Exhibit 1.

The staff has negotiated the terms of the Amendment and fees associated with these services and found them equitable for the work to be performed. Also, UMC was able to avoid annual CPI increases by retaining the transaction fees at fixed rates during the extension period.

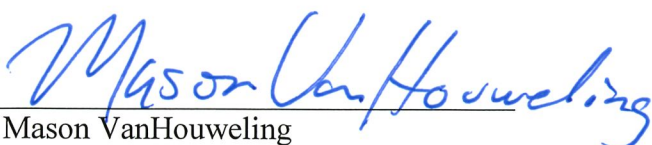
UMC's Patient Access/EFS and Patient Accounting Directors have reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

A Clark County business license is not required because this Agreement is for the provision of remote services.

This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 19, 2020, meeting and recommended for approval by the Board of Hospital Trustees.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Page Number
2

Amendment

This Fourth Amendment ("Amendment") to the contract(s) listed in the Amended Agreements table ("Agreement") is between Change Healthcare Technologies, LLC ("CHC") and University Medical Center of Southern Nevada ("Customer") (each a "Party" and collectively, the "Parties"). This Amendment is effective as of the last signature date in the signature block ("Amendment Effective Date").

Amended Agreements

Contract No./Name:	Effective Date:
RH-58257_PS4A_PS4B (Order Form)	November 15, 2011
P201610009868 (Contract Supplement)	November 16, 2016
RHF-060430 (Sales Order)	March 8, 2018

Purpose

The Parties want to 1) extend the current term for certain Products or Services under the Agreement; 2) restate the pricing for the Products or Services that are being extended; and 3) add a Customer Facility to the Agreement.

Based on the foregoing, the Parties desire to amend the Agreement as of the Amendment Effective Date on the terms and conditions set forth below.

Terms and Conditions

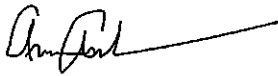
1. The term of the Agreement is extended for a new two (2) year period, with an option to extend for one (1) year subject to mutual written agreement, beginning on March 1, 2020 and ending on February 28, 2022 ("Extended Term"), specifically as it relates to those Products or Services listed in Exhibit 1 to this Amendment. For the avoidance of doubt, Exhibit 1 of this Amendment is intended to replace Exhibits A and A-1 of the Agreement.
2. As of November 15, 2019, UNLV School of Medicine is added as a Customer Facility to the Agreement and the pricing for the Products or Services that are being extended is restated by deleting the existing Exhibits A and A-1 in its entirety and replacing with the new Exhibit A, attached hereto as Exhibit 1.
3. The monthly and transaction rates as set forth in the new Exhibit A will remain fixed for the duration of the thirty-six (36) month Extended Term only (includes the one year extension option). Thereafter, CHC reserves the right to increase prices as a condition of entering into any renewal term.

4. Customer agrees to pay CHC for the performance of services described in this Amendment for the not-to-exceed ("NTE") amount of **\$700,000 per year**. The Parties estimate that performance of this contract will not exceed the NTE amount of \$700,000 per year, and CHC agrees to use commercially reasonable efforts to perform the work and all obligations under this contract within the NTE amount. Customer shall notify CHC in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs/invoices previously incurred/paid, will exceed the NTE amount. Upon receipt of such notices, the Parties shall meet to discuss their options, including but not limited to amending the NTE amount. If, after the Parties' meeting(s), additional funds are not allotted by an agreed-upon date, upon CHC's written request the Customer will terminate this contract on that date in accordance with the provisions of the termination clause of this contract. Notwithstanding anything to the contrary contained herein, CHC is not obligated to continue performance under this contract (including actions under the termination clause of this contract) or otherwise incur costs in excess of the NTE amount and shall have no liability accruing from such action.
5. Upon expiration of the Extended Term, the term of the Agreement will renew only by written consent of both Parties.
6. Customer is responsible for determining if there has been any impact on its previously-filed cost reports regarding the subject matter of this Amendment.
7. Capitalized terms not defined in this Amendment are defined in the Agreement. All terms in the Agreement that are not modified by this Amendment are still in force. This Amendment contains all the terms agreed upon by the Parties regarding the subject matter of this Amendment and supersedes any other communications about the subject matter of this Amendment. Any amendment or modification of this Amendment must be in writing, and signed by the duly authorized representatives of both Parties. Any amendment or modification not made in this manner shall have no force or effect.

Change Healthcare Technologies, LLC

University Medical Center of Southern Nevada

By: _____



By: _____

Name: Ann Aschenbrenner

Name: Mason VanHouweling

Title: VP Account Management

Title: Chief Executive Officer

Date: 02/18/2020

Date: _____

Exhibit 1

[see following pages]

EXHIBIT A

University Medical Center of Southern Nevada

Customer Number: 1008590

Opportunity Number: RHF-077979

1. FEES SUMMARY

Processing Services	Initial Term (in months)	Minimum Recurring Fees	One-Time Fees
Clearance	24	\$25,285.75 Monthly (includes minimum fee(s))	N/A
Assurance	24	\$26,363.08 Monthly (includes minimum fee(s))	N/A
	Grand Total	\$51,648.83 Monthly	N/A

The pricing in this Exhibit expires unless Change Healthcare receives this Amendment signed by Customer on or before 3/10/2020.

2. PAYMENT SCHEDULE

Recurring:	Assurance: Fees are due monthly commencing on the earlier of Live Date/Services Installation Date or 90 days after the Contract Supplement (CS)/Order Form (OF)/Sales Order (SO)/Amendment Effective Date. Clearance: Fees are due monthly commencing on the earlier of Live Date/Services Installation Date or 90 days after the CS/OF/SO/Amendment Effective Date.
One-Time:	100% is due on the CS/OF/SO/Amendment Effective Date.
Change Healthcare Services Already Live:	Recurring Fees are due monthly commencing on the CS/OF/SO/Amendment Effective Date.

3. QUOTE DETAIL

Processing Services Recurring Fees:

Product Code(s)	Product Description	Fee Basis	Net Fee	Contracted Facilities
Assurance				
74039094	Assurance Plus Subscription	Monthly fee based on Minimum Volume of 48,960 claims per month. Additional charges per transaction is \$0.38389**	\$15,355.78 Monthly, plus additional charges per transaction	1, 3
74039101	Assurance Plus Paper Claim	Per Transaction Net Fee: \$0.25856	Billed Monthly based on paper claims processed, plus postage fee per paper claim	1, 3
74039086	Assurance Plus HCDirect Original	Per Transaction Net Fee: \$0.34889	Billed Monthly based on paper claims processed, plus postage fee per paper claim	1, 3
74038528	Assurance Plus Host Integ	Per Transaction Net Fee: \$0.05613	Billed Monthly based on Plus claims processed	1, 3
74039088	Assurance Plus Medicare Direct Entry (MDE)	Per Transaction Net Fee: \$0.24088 Monthly Minimum Volume: 2,500 Monthly Minimum Fee: \$602.20	Billed Monthly based on the greater of actual usage of MDE claims processed or minimum transaction volume commitment	1, 3
74047416	Assurance Plus Enhanced Claim Status through Payer Portal transaction	Per Transaction Net Fee: \$0.21537	Billed Monthly based on actual usage	1, 3
74047417	Assurance Plus Claim Status Enhanced response workflow feature	Monthly Workflow Subscription Fee	\$3,840.00	1, 3
73022751	Assurance Plus Test Sys	Monthly Fee is based on number of Test Systems	\$301.10	1, 3
74039094	Assurance Plus Subscription	Monthly fee based on Minimum Volume of 15,000 claims per month. Additional charges per transaction is \$0.41760**	\$6,264.00 Monthly, plus additional charges per transaction	2
74039101	Assurance Plus Paper Claim	Per Transaction Net Fee: \$0.2304	Billed Monthly based on paper claims processed, plus postage fee per paper claim	2

74039086	Assurance Plus HCDirect Original	Per Transaction Net Fee: \$0.3168	Billed Monthly based on paper claims processed, plus postage fee per paper claim	2
74038528	Assurance Plus Host Integ	Per Transaction Net Fee: \$0.0504	Billed Monthly based on Plus claims processed	2
Assurance Recurring Fees Total:			\$26,363.08 Monthly, plus applicable transaction fees	
Clearance				
73019774	Clearance Plus Acute	Monthly Fee is based on Encounter Volume up to 50,000, unlimited transactions, per encounter.	\$19,053.21	1
73019766	Clearance Address w/ Fraud Acute	Per Transaction Net Fee: \$0.30151 Monthly Minimum Volume: 1,000 Monthly Minimum Fee: \$301.51**	Billed Monthly based on the greater of actual usage or minimum transaction volume commitment	1, 3
74036973	Clearance Test System Recurring	Monthly Fee	\$360.71	1, 3
73019775	Clearance Plus Physician	Monthly Fee is based on Encounter Volume up to 40,000, unlimited transactions, per encounter.	\$3,881.92	3
73019775	Clearance Plus Physician	Monthly Fee is based on Encounter Volume up to 12,500, unlimited transactions, per encounter.	\$1,688.40	2
73019767	Clearance Address w/ Fraud Physician	Per Transaction Net Fee: \$0.30	Billed Monthly based on actual usage	2
Clearance Recurring Fees Total:			\$25,285.75 Monthly, plus applicable transaction fees	
TOTAL RECURRING FEES*:			\$51,648.83 Monthly, plus applicable transaction fees	

***Total Recurring Fees only include monthly minimum fees. Any additional per transaction fees will apply over and above these totals and will be listed separately on Customer's invoice.**

****74039188** Material Code will be used for Assurance claim volume overages; **73022911** Material Code will be used for Clearance Address w/ Fraud transaction overages. Material/Product Codes for overage transaction fees may differ from Subscription/Minimum Volume Commitment Material/Product overages on invoices.

4. FACILITIES

Customer No.	Facility Account	Bill To Account	Numerated Facilities
1008590	University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102	University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102	1
1200803	University Medical Center of Southern Nevada Physicians 1800 W Charleston Blvd Las Vegas, NV 89102	University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102	3
TBD	UNLV School of Medicine 1701 W Charleston Blvd Las Vegas, NV 89102	University Medical Center of Southern Nevada 1800 W Charleston Blvd Las Vegas, NV 89102	2

5. ADMINISTRATION

Sold To:	Bill To:
University Medical Center of Southern Nevada	University Medical Center of Southern Nevada
1800 W Charleston Blvd Las Vegas, NV 89102 USA	1800 W Charleston Blvd Las Vegas, NV 89102 USA
1008590	1008590
Attention:	Attention: Accounts Payable
Telephone: (702) 383-2000	Telephone: (702) 383-2000
Fax: (702) 383-2067	Fax: (702) 383-2067
Paid By:	Ship To:
University Medical Center of Southern Nevada	University Medical Center of Southern Nevada
1800 W Charleston Blvd Las Vegas, NV 89102 USA	1800 W Charleston Blvd Las Vegas, NV 89102 USA
1008590	1008590
Attention:	Attention:
Telephone: (702) 383-2000	Telephone: (702) 383-2000

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☒ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: 2						
Corporate/Business Entity Name:		Change Healthcare Technologies, LLC				
(Include d.b.a., if applicable)						
Street Address:		5995 Windward Parkway		Website: www.changehealthcare.com		
City, State and Zip Code:		Alpharetta, GA 30005		POC Name: Elizabeth Way Email: elizabeth.way@changehealthcare.com corporatesecretary@changehealthcare.com		
Telephone No:		615-932-3000		Fax No: 404-420-2300		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

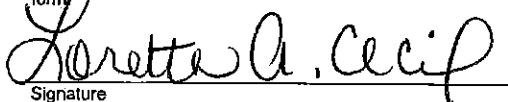
Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See officer list attached.		

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

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

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


 Signature

Loretta A. Cecil

Print Name

Secretary

1/3/2020

Title

Date

Change Healthcare Technologies, LLC Officers
Neil E. de Crescenzo – President & CEO
Fredrik J. Eliasson – CFO & Treasurer
Paul Rareshide - Controller
Derrick Kirkwood – VP, Tax
John McGoun – VP, Procurement
Loretta Cecil – Secretary
Carrie Ratliff – Assistant Secretary
Joe Ashkouti – Assistant Secretary

*This entity does not have directors

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

Issue: Amendment One to Professional Services Agreement for Hematology and Medical Oncology Services with OptumCare Cancer Care	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 06
Recommendation: That the Governing Board approve Amendment One to the Professional Services Agreement between Robert B. McBeath, M.D., PC dba OptumCare Cancer Care and University Medical Center of Southern Nevada; and authorize the Chief Executive Officer to sign the Amendment. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: Operating Fund
Fund Center: 3000608300	Funded Pgm/Grant: N/A
Description: Hematology and Medical Oncology Services	
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services	
Term: Extend through 2/28/2021	
Amount: \$255,500 per year	
Out Clause: 30 days w/o cause	

BACKGROUND:

On March 15, 2017, the Hospital entered into a Professional Services Agreement with Robert B. McBeath, M.D., PC dba OptumCare Cancer Care (“Provider”) (previously called Nevada Cancer Specialists) under which, among other things, Provider provides hematology and medical oncology services at the Hospital. On February 28, 2019, the Hospital exercised the first of two one-year options under the Agreement, extending the term to February 28, 2020.

This request is to approve Amendment One to the Agreement, to exercise the second one-year option to extend the term to February 28, 2021. The Agreement may be terminated with a 30-day written notice by either party.

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

This Amendment has been reviewed by UMC’s Associate Administrator and approved as to form by the Office of General Counsel.

Provider currently holds a Clark County business license.

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This Amendment was reviewed by the Governing Board Audit and Finance Committee at their February 19, 2020, meeting and recommended for approval by the Governing Board.

Respectfully submitted,

Cleared for Agenda
February 26, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

06

**AMENDMENT ONE TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment One is made by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes ("Hospital") and **Robert B. McBeath, M.D., PC dba OptumCare Cancer Care**, a professional corporation existing under and by virtue of the laws of the State of Nevada, with its principal place of business at 2716 N. Tenaya Way, Las Vegas, Nevada ("Provider"). Terms not otherwise defined in this Amendment One shall have the meanings set forth in the Agreement (defined below).

RECITALS:

WHEREAS, the parties entered into the Professional Services Agreement dated March 15, 2017 ("Agreement"), under which, among other things, Provider provides hematology and medical oncology services at Hospital; and

WHEREAS, on February 28, 2019, Hospital exercised the first of two one-year options under the Agreement extending the Term to February 28, 2020; and

WHEREAS, Hospital desires to exercise the second of two (2) one-year options to extend the Agreement with this Amendment One, as further described below.

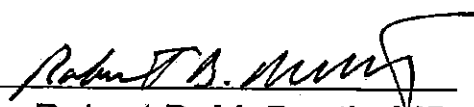
NOW, THEREFORE, the parties agree as follows:

1. Section 6.1, Term of Agreement, is hereby amended to extend the Term of the Agreement for one (1) year to February 28, 2021.
2. Except as expressly amended in this Amendment One, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment One to be effective upon the last date of signature set forth below.

PROVIDER:

**Robert B. McBeath, M.D., PC
dba OptumCare Cancer Care**

By: 
Name: Robert B. McBeath, MD
Its: President
Date: 2/11/2020

HOSPITAL:

**University Medical Center of
Southern Nevada**

By: _____
Name: Mason VanHouweling
Its: Chief Executive Officer
Date: _____

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>Est. 3,000</u>						
Corporate/Business Entity Name:		Robert B. McBeath, MD, PC				
(Include d.b.a., if applicable)		OptumCare Cancer Care				
Street Address:		PO Box 204646		Website: https://www.optumcare.com/state-networks/locations/nevada/ocnv/types-of-care/specialty-care/cancer-care.html#		
City, State and Zip Code:		Dallas, TX 75320-4646		POC Name: Ernest Barela Email: ernest.barela@optum.com		
Telephone No:		702-724-8787		Fax No: 702-878-3078		
Nevada Local Street Address: (If different from above)		2716 N. Tenaya Way		Website: https://www.optumcare.com/state-networks/locations/nevada/ocnv/types-of-care/specialty-care/cancer-care.html#		
City, State and Zip Code:		Las Vegas, NV 89128		Local Fax No: 702-878-3078		
Local Telephone No:		702-724-8787		Local POC Name: Ernest Barela Email: ernest.barela@optum.com		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Robert B. McBeath, MD	President	100%

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

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

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

<u>Robert B. McBeath</u> Signature	<u>Robert B. McBeath, MD</u> Print Name
<u>PRESIDENT</u> Title	<u>2/11/2020</u> Date

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

Issue: Renewal Letter for Extension of Lease with WRI Charleston Commons, LLC	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 07
Recommendation: That the Governing Board approve the Renewal Letter for Extension of Lease with WRI Charleston Commons, LLC.; and authorize the Chief Executive Officer to sign the Amendment. (For possible action)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000728000
Description: Letter of Renewal for Nellis Quick Care/Primary Care
Bid/RFP/CBE: N/A
Term: 6 months
Amount: \$110,400
Out Clause: Terminable for cause or Fiscal Fund Out

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

BACKGROUND:

Since March 1994, UMC has had an agreement with WRI Charleston Commons (previously Charleston Commons Associates LP) ("WRI") to lease office space for the Nellis Quick Care located at 61 N. Nellis Boulevard, Las Vegas, Nevada.

On November 16, 1999, the Board approved a new agreement with WRI increasing the rentable square footage from 7,200 to 9,600 square feet with a new lease term of 10 years ending December 31, 2009, and with an annual rate increase of five percent (5%). On December 1, 2009, the Board agreed to extend the contract through June 30, 2010. The Board then approved an extension to June 30, 2015 with an additional 5-year option; annual increase of 3%. The current lease as amended will expire on June 30, 2020.

This request is to extend the lease through December 31, 2020 with a monthly fee of \$18,400 unless sooner terminated in accordance with the terms of the lease.

UMC's Chief Operating Officer has reviewed and recommends approval of this Letter of Renewal. This Letter of Renewal has been approved as to form by UMC's Office of General Counsel.

This Renewal was reviewed by the Governing Board Audit and Finance Committee at their February 19, 2020 meeting and recommended for approval by the Governing Board.

Page 35 of 183

Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

07

February 5, 2020

Shana Tello
University Medical Center of Southern Nevada
1800 West Charleston Blvd.
Las Vegas, NV 89102

RE: Lease Dated: November 16, 1999
 Landlord: WRI Charleston Commons, LLC
 Tenant: University Medical Center of Southern Nevada, a county-owned hospital
 Premises: Approximately 9,600 square feet in Landlord's
 Charleston Commons SC, Las Vegas, NV

Dear Shana:

Attached is a Renewal Letter extending the term of the captioned Lease.

The Renewal Letter is being sent to you in connection with the ongoing negotiations between Tenant and Landlord for the renewal of the term of the referenced Lease. Please be advised that the transmittal of this document does not constitute a reservation of the Premises beyond the current term or an option to extend the term of the referenced Lease. The Renewal Letter shall be binding and effective only upon full execution by both Landlord and Tenant and a delivery of a fully executed counterpart of the Renewal Letter by Landlord to Tenant.

If this instrument is in acceptable form, secure ALL signatures required and return to Landlord for execution in one of the following ways **no later than February 14, 2020:**

- 1) **Originals:** Tenant to print **two (2) single-sided** copies and all parties sign **(DO NOT DATE)** where indicated. Return **both** signed copies to my attention at the address above; **OR**
- 2) **Electronic signatures:** Landlord will send the document via DocuSign. Provide names and email addresses of all signers to Susan Downs at sdowns@weingarten.com.

If you have any questions pertaining to the terms of the document, contact Christine Hillman at chillman@weingarten.com or (602) 217-8851. Otherwise, please contact me at sdowns@weingarten.com or (916) 727-2104.

Sincerely,

WRI CHARLESTON COMMONS, LLC

Susan Downs

Executive Assistant / Leasing

/sd
attachment

WRI Charleston Commons, LLC
P.O. Box 924133
Houston, Texas 77292-4133

RE: Lease Dated: November 16, 1999
 Landlord: WRI Charleston Commons, LLC
 Tenant: University Medical Center of Southern Nevada, a county-owned hospital
 Premises: Approximately 9,600 square feet in Landlord's
 Charleston Commons SC, Las Vegas, NV

Gentlemen:

Reference is made to the above captioned lease, together with all subsequent amendments and extensions thereto, collectively herein referred to as "Lease", for a term which shall terminate June 30, 2020. This letter agreement ("Renewal Letter"), when executed by the parties, amends the Lease as hereinafter set forth:

1. The term of the Lease is extended through December 31, 2020, unless sooner terminated in accordance with the terms of the Lease.

2. Effective July 1, 2020, the monthly minimum rental (exclusive of any additional charges) due and payable in accordance with the terms of the Lease shall be as follows:

July 1, 2020 - December 31, 2020 : \$18,400.00 per month

3. All unexercised options, if any, to extend the term of the Lease are hereby rendered null and void and shall be of no further force or effect. Tenant has no further option to extend the term of the Lease beyond December 31, 2020.

Except as otherwise provided in this Renewal Letter, all of the terms and provisions of the Lease shall be applicable during such extension period unless any such interpretation is expressly negated. Tenant acknowledges that there are no off-sets or defenses against enforcement of the Lease as of this date, and Landlord is not in default of any obligation thereunder.

The parties to this agreement desire to expedite the drafting and completion of this agreement. They acknowledge that the Lease, which is modified by this agreement, includes capitalized and defined terms. In order to avoid the delay which would be necessary to reference properly the capitalized and defined terms used in the Lease, the parties have elected rather to use generic terminology in this agreement rather than the defined terms of the Lease. For example, where the Lease may use the defined terms "Minimum Rent," "Base Rent," or "Fixed Minimum Rent," this agreement will use the term "monthly minimum rental" to describe the regular monthly rental payments due under the Lease, as hereby modified. Any capitalized or defined terms used in this agreement, if any, will have the meanings ascribed to them in this agreement, which may or may not correspond to a similarly defined term in the Lease.

This Renewal Letter (and any riders, exhibits and guaranties attached hereto) constitutes the entire agreement between Landlord and Tenant relative to the matters addressed in this document; no prior written or prior or contemporaneous oral promises or representations regarding the matters addressed in this document shall be binding. Landlord and Tenant each represent and acknowledge to the other that (i) none of us is relying upon any statement or representation of the other or any statement or representation of any employee, representative, or agent of the other party, except for any representations expressly contained in this Renewal Letter, and (ii) each of us is relying on his or her own judgment in making its decision to enter into this Renewal Letter. Landlord and Tenant represent and acknowledge that the only statements and/or representations upon which Landlord and Tenant have respectively relied upon in entering into this Renewal Letter are those expressly contained herein. Tenant acknowledges and agrees that it either has been represented by legal counsel or was afforded the opportunity to engage legal counsel on its behalf and has not received, and does not and has not relied on, the advice of legal counsel for Landlord.

If this Renewal Letter is executed by more than one person or entity as "Tenant", each such person or entity shall be jointly and severally liable hereunder. It is expressly understood that any one of the parties who have executed this Renewal Letter as "Tenant" (herein individually referred to as "Signatory") shall be empowered to execute any modification, amendment, exhibit, floor plan, or other document ("Future Instrument") and bind each of the Signatories who has executed this Renewal Letter regardless of whether each Signatory, in fact, executes such Future Instrument.

Except as otherwise expressly provided herein, the effective date of all of the terms and conditions of this Renewal

Letter shall be deemed to be the date upon which the Renewal Letter is executed by Landlord.

THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS, DISPUTES, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LAWSUITS AND LITIGATIONS BETWEEN THEM, INCLUDING, WITHOUT LIMITATION, THOSE ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, ITS INTERPRETATION AND ENFORCEMENT, AS WELL AS THE PARTIES' PERFORMANCES DUE HEREUNDER.

THE SUBMISSION OF THIS RENEWAL LETTER FOR EXAMINATION BY TENANT AND/OR EXECUTION THEREOF BY TENANT DOES NOT CONSTITUTE A RESERVATION OF OR OPTION FOR THE PREMISES AND THIS RENEWAL LETTER SHALL BECOME EFFECTIVE ONLY UPON EXECUTION BY ALL PARTIES HERETO AND DELIVERY OF A FULLY EXECUTED COUNTERPART HEREOF BY LANDLORD TO TENANT.

THIS DOCUMENT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL, AND ALL OF SUCH COUNTERPARTS TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT. SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES MAY BE DETACHED FROM THE COUNTERPARTS AND ATTACHED TO A SIGNED COPY OF THIS DOCUMENT TO PHYSICALLY FORM ONE DOCUMENT. IMAGES OF THE HANDWRITTEN SIGNATURE AND ACKNOWLEDGEMENT (IF ANY) PAGES OF EACH SIGNATORY ON THIS DOCUMENT MAY BE EXECUTED VIA AN INKED OR "WET" SIGNATURE OR VIA AN ELECTRONIC SIGNATURE VALID UNDER THAT STATES UNIFORM ELECTRONIC TRANSACTIONS ACT ("UETA"), OR IF NO SUCH ACT EXISTS, UNDER THE ELECTRONICS SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, 15 USC § 7001, ET SEQ. ("E-SIGN") AND THE EXECUTED SIGNATURE AND ACKNOWLEDGMENT (IF ANY) PAGES MAY BE DELIVERED USING PORTABLE DOCUMENT FORMAT (I.E., PDF) OR SIMILAR FILE TYPE AND TRANSMITTED VIA FACSIMILE, ELECTRONIC MAIL, CLOUD-BASED SERVER, E-SIGNATURE TECHNOLOGY OR SIMILAR ELECTRONIC MEANS, AND, UPON RECEIPT, WILL BE DEEMED ORIGINALS AND BINDING UPON THE SIGNATORIES HERETO. ANY MANUAL SIGNATURE UPON THIS DOCUMENT THAT IS FAXED, SCANNED OR PHOTOCOPIED, AND ANY ELECTRONIC SIGNATURE VALID UNDER UETA OR E-SIGN SHALL FOR ALL PURPOSES HAVE THE SAME VALIDITY, LEGAL EFFECT AND ADMISSIBILITY IN EVIDENCE AS AN ORIGINAL INKED OR "WET" SIGNATURE AND THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE CONTRARY.

AGREED AND ACCEPTED on the date signed by Landlord set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN
NEVADA, A COUNTY-OWNED HOSPITAL

By: _____
Name: _____
Title: _____

"TENANT"

WRI CHARLESTON COMMONS, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Date: _____

"LANDLORD"

RR/CH/SD
P: 21300 L: 13702

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Type of Business					
☐ Individual	☐ Partnership	☒ Limited Liability Corporation	☐ Corporation	☐ Trust	☐ Other
Business Designation Group (For informational purposes only)					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ LBE	☐ NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
Business Name:		WRI Charleston Commons, LLC			
(Include d.b.a., if applicable)					
Business Address:		2600 Citadel Plaza Drive, Suite 100			
		Houston, TX 77008			
Business Telephone:		713.866.6000		Email:	
Business Fax:		713.866.6950			
Local Business Address					
Local Business Telephone:				Email:	
Local Business Fax:					

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

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

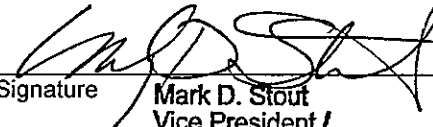
Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
<u>Andrew M. Alexander</u>	<u>President and Chief Executive Officer/Board of Director</u>	
<u>Jeffrey A. Tucker</u>	<u>Senior Vice President</u>	
<u>Stephen C. Richter</u>	<u>Executive Vice President/CFO/Treasurer/Asst. Secretary</u>	
<u>M. Candace DuFour</u>	<u>Senior Vice President and Secretary</u>	
<u>Joe D. Shafer</u>	<u>Vice President/Assistant Secretary</u>	
<u>Stanford J. Alexander</u>	<u>Chairman of the Board of Directors</u>	

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☒ No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature 
 Mark D. Stout
 Vice President /
 Associate General Counsel

Print Name _____

Title _____

Date April 6, 2010

DISCLOSURE OF RELATIONSHIP

List any disclosures below:

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

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

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

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

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

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

Issue: Professional Services Agreement with UNLV Medicine, Inc.	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 08
Recommendation: That the Governing Board approve the Professional Services Agreement between UNLV Medicine, Inc. and University Medical Center of Southern Nevada for clinical services in UMC's nursery; and authorize the Chief Executive Officer to sign the Agreement and exercise any extension options. (<i>For possible action</i>)	

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000612000
Description: Pediatric Nursery Services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: DOA through 2/28/2023 with two 1-year options
Amount: NTE \$110,000 annually (NTE \$550,000 for 5 years)
Out Clause: 30 days w/o cause

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

BACKGROUND:

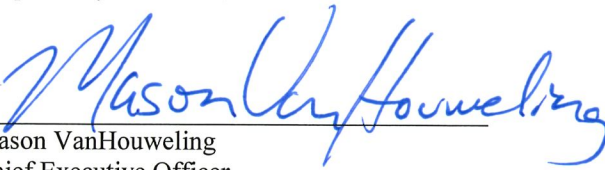
This Agreement is for clinical coverage for UMC's newborn nursery with UNLV Medicine for a term from Date of Award (DOA) through 2/28/2023, with the option to extend for up to two additional one-year periods. Either party may terminate the Agreement, without cause, upon thirty (30) days written notice to the other party. The compensation rate is \$300.00 per day, not to exceed \$110,000 annually. Staff also requests authorization for the Chief Executive Officer to exercise the renewal options at his discretion if beneficial to UMC.

UMC's Chief Operating Officer has reviewed this Agreement and recommends approval. This Agreement has been approved as to form by UMC's Office of General Counsel.

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Respectfully submitted,

Cleared for Agenda
February 26, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

08

**PROFESSIONAL SERVICES AGREEMENT
(Clinical Services)**

This Agreement, made and entered into this 20th day of February, 2020, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital"), and **UNLV Medicine**, a Nevada nonprofit corporation, (hereinafter referred to as "UNLV Medicine"). (hereinafter UNLV Medicine may also be referred to as the "Entity". Hospital and UNLV Medicine each may be individually referred to as a "party" and collectively referred to as "parties.")

WHEREAS, Hospital is the operator of a Pediatrics department (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, UNLV Medicine is a Nevada nonprofit corporation that serves as the faculty practice plan of University of Nevada, Las Vegas School of Medicine ("UNLV SOM"), and provides billing, administrative, and management services to physicians who comprise the full- and part-time faculty of UNLV SOM ("Physicians"); and

WHEREAS, UNLV SOM and UNLV Medicine entered into an Operating Agreement with UNLV SOM dated April 27, 2017, and revised on or about December 5, 2019, that outlines the terms upon which UNLV Medicine will serve as the faculty practice plan of UNLV SOM, including, but not limited to, the manner in which UNLV SOM is to provide support for UNLV Medicine; and

WHEREAS, Member Physicians are full-time faculty members of UNLV SOM, are employed by UNLV SOM and have clinical and professional experience related to Pediatrics.

WHEREAS, UNLV Medicine desires to contract for and/or provide for the Services in the specialty of Pediatrics, as more specifically described herein Hospital desires to engage UNLV Medicine to provide the services of Member Physicians to assist with Pediatrics.

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

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- 1.1 Allied Health Providers. Individuals other than a licensed physician, medical doctor ("M.D."), doctor of osteopathy ("D.O."), chiropractor, or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician, who have been accorded privileges to provide such care in Hospital.
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Pediatrics.

- 1.3 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.
- 1.4 Member Physicians. Physician(s) employed or contracted with UNLVSOM and which are mutually agreeable to Hospital (as listed on Exhibit A and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

II. UNLV MEDICINE'S OBLIGATIONS

- 2.1 Services. UNLV Medicine shall deliver to the Department and the Hospital clinical services in Hospital's nursery, which Services shall include performance of the diagnosis, prevention or treatment of disease or for assessment of a medical condition. Entities will provide a Member Physician(s) for performance of the Services. It is expected that a Member Physician will round an estimated four (4) hours per day (seven days a week/365 days per year) in Hospital's nursery.
- 2.2 Medical Staff Appointment.
 - a. Member Physicians employed by UNLVSOM, shall at all times be members in good standing of Hospital's medical staff with appropriate clinical credentials and appropriate Hospital privileging. Any Member Physician who fails to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by UNLV Medicine. UNLV Medicine shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his/her license to practice medicine, tenders his/her resignation, or violates the terms and conditions required of this Agreement, including but not limited to those representations set forth in Section 2.4 below. In the event UNLV Medicine replaces or adds a Member Physician, such new Member Physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement. In the event an appointment to the Medical Staff is granted solely for purposes of this Agreement, such appointment shall automatically terminate upon termination of this Agreement.
 - b. UNLV Medicine shall be fully responsible for the performance and supervision of any Member Physicians or others under its direction and control, in the performance of Services under this Agreement.
 - c. Allied Health Providers employed or utilized by the Entity must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

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2.3 Representations of UNLV Medicine.

- a. UNLV Medicine represents and warrants that it:
 - i. UNLV Medicine, as a 501(c)(3), has a valid Nevada business identification number as well as all other filings to legally operate within Clark County

- and the State of Nevada. Furthermore, UNLV Medicine is currently in good standing with the Nevada Secretary of State and Department of Taxation, UNLV SOM holds all proper and necessary academic credentialing, certification, satisfactory graduate medical education surveys and approvals, as may be required of the ACGME or any equivalent group;
- ii. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
 - iii. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
 - iv. at all times will comply with all applicable laws and regulations in the performance of the Services;
 - v. is not restricted under any third party agreement from performing the obligations under this Agreement;
 - vi. has not materially misrepresented or omitted any facts necessary for Hospital to analyze service level requirements (i.e., FTEs) and compensation paid hereunder; and
 - vii. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

b. UNLV MEDicine, on behalf of each Member Physicians (and Allied Health Providers as applicable), represents and warrants to the best of its knowledge after reasonable inquiry that each Member Physician:

- i. is board certified or board eligible (pursuant to Medical Staff's delineation of privileges) in pediatrics, as applicable;
- ii. possesses an active license to practice medicine from the State of Nevada which is in good standing;
- iii. has an active and unrestricted license to prescribe controlled substances with the Drug Enforcement Agency and a Nevada Board of Pharmacy registration, as needed to provide the Services;
- iv. is not and/or has never been subject to any agreement or understanding, written or oral, that he or she will not engage in the practice of medicine, either temporarily or permanently;
- v. has never been excluded or suspended from participation in, or sanctioned by, a Federal or state health care program;
- vi. has never been convicted of a felony or misdemeanor involving fraud, dishonesty, moral turpitude, controlled substances or any crime related to the provision of medical services;
- vii. has never been denied membership or reappointment to the medical staff of any hospital or healthcare facility;
- viii. at all times will comply with all applicable laws and regulations in the performance of the Services;
- ix. is not restricted under any third party agreement from performing the obligations under this Agreement; and
- x. will comply with the standards of performance, attached hereto as Exhibit B and incorporated by reference.

- 2.5 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. UNLV Medicine agrees to notify Hospital in writing within three (3) business days after either becomes aware of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.4 or elsewhere in this Agreement. Hospital shall, in its reasonable and good faith discretion, have the right to terminate this Agreement if Entity fails to notify the Hospital of such a breach and thereafter fails to remove any Member Physician or Allied Health Provider that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.
- 2.6 Independent Contractor. In the performance of the work duties and obligations performed by UNLV Medicine under this Agreement, it is mutually understood and agreed that the Entity are and/or Member Physicians are, at all times, acting and performing as independent contractors practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which UNLV Medicine shall perform its work and functions.
- 2.7 Industrial Insurance.
- a. As an independent contractor, UNLV Medicine shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians and/or Allied Health Providers, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. UNLV Medicine agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. The Entity agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Entity does not maintain such coverage, Entity agrees that Hospital may withhold payment, order Entity to stop work, suspend the Agreement or terminate the Agreement.
- 2.8 Professional Liability Insurance. The Entity shall ensure professional liability insurance on the Member Physicians and Allied Health Providers is carried, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.
- 2.9 Personal Expenses. UNLV Medicine shall be responsible for all its Member Physicians', Allied Health Providers' (if and as applicable), as well as any of the Entity's employees' personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.10 Maintenance of Records.
- a. All medical records, histories, charts and other information regarding patients treated at Hospital or matters handled by Member Physicians hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. UNLV

Medicine shall have access to and may copy relevant records upon reasonable notice to Hospital.

- b. UNLV Medicine shall ensure that Member Physicians complete all patient charts in a timely manner in accordance with the standards, UMC policies and recommendations, The Joint Commission, CMS and Regulations of the Medical and Dental Staff, as may then be in effect, which policies are available for review upon request.

2.11 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, “Protected Health Information” shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical 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 (iii) identifies such individual.
- b. The Entities shall use reasonable efforts to preserve the confidentiality of Protected Health Information received from Hospital and shall be permitted only to use and disclose such information to the extent that Hospital 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. Hospital and Entity shall be an Organized Health Care Arrangement (“OHCA”), as such term is defined in the HIPAA Regulations.
- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Entity and their respective employees and other representatives and Member Physicians to have access to and use of Protected Health Information for purposes of the OHCA. Hospital, the Entities, and Member Physicians shall share a common patient’s Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

- 2.12 UMC Policy #I-66. UNLV Medicine shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, as may be amended from time to time.

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III. HOSPITAL'S OBLIGATIONS

- 3.1 Space, Equipment, Supplies and Technical Support.

- a. Hospital shall provide appropriate space within Hospital for the Department (excluding Entity's private office space) for departmental obligations; however, the Entities shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.
 - b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing.
- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Entities, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in the Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation may be altered or different for personnel with special qualifications in accordance with the personnel policies of Hospital.

IV. BILLING

- 4.1 Direct Billing. Except as otherwise specifically provided herein, UNLV Medicine shall directly bill patients and/or third party payers for all professional components. Hospital shall provide within thirty (30) days of the date of service usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional component fees. UNLV Medicine agrees to maintain a mandatory assignment contract with Medicaid and Medicare.
- 4.2 Fees. Fees will not exceed that which are usual, reasonable and customary for the community.
- 4.3 Third Party Payors. If Hospital desires to enter into preferred provider, capitated or other managed care contracts, to the extent permitted by law, UNLV Medicine agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors. Page 47 of 183
- 4.4 Compliance. UNLV Medicine agrees to comply with all applicable federal and State statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with UNLV Medicine's submission of

claims and retention of funds for UNLV Medicine's services (i.e., professional components) provided to patients at Hospital's facilities (collectively "Billing Requirements"). In furtherance of the foregoing and without limiting in any way the generality thereof, UNLV Medicine agrees:

- a. To use its commercially reasonable efforts to require that all claims by UNLV Medicine for UNLV Medicine's services delivered to patients at Hospital's facilities are complete and accurate;
- b. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that UNLV Medicine does not bill for any items or services that have been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities; and
- c. To keep current on applicable Billing Requirements as the same may change from time to time.

V. COMPENSATION

- 5.1 Compensation for Services. During the Term, and subject to Section 7.5 below, Hospital will compensate UNLV Medicine for the Services at a per diem rate of \$300 per day, for an annual amount not to exceed One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00). Payment will be made after the submission of an accurate invoice setting forth with reasonable specificity such days the Services were provided during the previous month. Complete and accurate invoices are due by the 1st day of each month. Payment will be made on the third (3rd) Friday of each following month, or if the third (3rd) Friday falls on a holiday, the following Monday.
- 5.2 Fair Market Value. The compensation paid under this Agreement has been determined by the parties through a process of arm's length negotiations resulting in compensation for Services rendered by each Member Physician to be fair market value and commercially reasonable for the Services, and the Administrative Services, provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on the date last signed by the parties below (the "Effective Date"), and subject to Section 7.5, shall remain in effect through February 28, 2023 (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional one-year periods (each a "Successive Term") unless either party provides the other with written notice of its intent to not renew the Agreement no later than ninety (90) days prior to the termination of the then applicable Initial Term or Successive Term (together the Initial Term and any Successive Term(s) shall be referred to as the "Term").
- 6.2 Modifications. Within three (3) calendar days, Entity shall notify Hospital in writing of:

- a. Any change of address;
- b. Any material change in membership or ownership of the Entities;

- c. Once the Entity becomes aware of any action against the license of any of Member Physicians;
- d. Once Entity become aware of any action commenced against Entity which could materially affect this Agreement; or
- e. Once Entity becomes aware of any other occurrence known to the Entity that could materially impair the Entity's ability to carry out the duties and obligations under this Agreement.

6.3 Termination For Cause.

- a. This Agreement shall immediately terminate upon the exclusion of either party from participation in any federal health care program.
- b. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days (or such earlier time period required under this Agreement) after written notice of said breach:
 - 1. Professional misconduct by any Member Physicians or Allied Health Providers as determined by the Bylaws, and the appeal processes thereunder if such Member Physician is not timely removed by UNLV Medicine; or
 - 2. Conduct by any Member Physicians or Allied Health Providers which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital or Medical Staff, and if upon notice and request by Hospital, UNLV Medicine does not remove such Member Physician or Allied Health Provider from performing any further Services hereunder, and continue to provide adequate staffing hereunder unless the parties can mutually agree to a reduction in the Services and amending this Agreement to reflect such reduction; or
 - 3. Disputes among the Member Physicians, partners, owners, principals, or of UNLV Medicine that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care; or
 - 4. Absence of any Member Physician required for the provision of Services hereunder, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by UNLV Medicine; or
 - 5. Breach of any material term or condition of this Agreement; provided the same is not subject to earlier termination elsewhere under this Agreement.
- c. This Agreement may be terminated by UNLV Medicine at any time with thirty (30) days written notice, upon the occurrence of any one of the following events

which has not been remedied within said thirty (30) days written notice of said breach:

1. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients; or
2. Hospital at any time engages in any criminal conduct or fraud that the Entities reasonably determines is harming or is likely to materially harm the goodwill or reputation of UNLV Medicine; or
3. The failure of Hospital to maintain full accreditation by The Joint Commission; or
4. Failure of Hospital to compensate UNLV Medicine in a timely manner as set forth in Section V above; or
5. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

VII. MISCELLANEOUS

7.1 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, Entities 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 those services. If the Entities carry out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, 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) (1) (I), and the regulations promulgated thereunder.

7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

7.3 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; provided however, Hospital acknowledges and agrees that UNLV SOM has assigned its right to receive all compensation arising out of this Agreement to UNLV Medicine. 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.

7.4 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.

- 7.5 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 7.6 Captions/Gender/Number. 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.
- 7.7 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by the Entities shall be kept in the strictest confidence by the Entities and its employees and contractors in accordance with applicable law.
- 7.8 Corporate Compliance. The Entities each recognize that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, UNLV Medicine agrees at all times to comply with all applicable federal, state and local 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 Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to the Entities upon request.
- 7.9 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.
- 7.10 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 (as defined in 31 U.S. Code § 3729 (b)(1)(A)(i-iii)) 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 that the provider knows were not medically necessary. Violation of the Federal False Claims Act may result in fines of up to \$11,000 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.

- b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Compliance Program, has a Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**. Provider is expected to immediately notify Hospital via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://www.goldenegg.ethicspoint.com>, or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider 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. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

- 7.11 Federal, State, Local Laws. Each party hereto will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 7.12 Financial Obligation. UNLV Medicine shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees or its designee.
- 7.13 Force Majeure. The parties hereto shall not be liable for any delays or failures in performance due to circumstances beyond their control.
- 7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Page 52 of 183
- 7.15 Mutual Indemnification. Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent that NRS 41.0305 to NRS 41.039 is applicable to this Agreement and to the extent limited in accordance with NRS 41.0305 to NRS 41.039, UNLV Medicine shall

indemnify, defend, and hold harmless Hospital from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by UNLV Medicine or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

Without waiving the limitations of governmental liability set forth in NRS Chapter 41, which each party intends to assert against any third party claims, to the extent expressly authorized by Nevada law, Hospital shall indemnify, defend, and hold harmless UNLV Medicine from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses arising either directly or indirectly from any act or failure to act by Hospital or any of its officers, agents or employees, which may occur during or which may arise out of the performance of this Agreement.

- 7.16 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.
- 7.17 Non-Discrimination. Each party shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 7.18 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 a party may specify in writing to the other party:

To Hospital: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

To the Entities: UNLV Medicine
Attn: Michael Gardner, M.D., CEO
3016 West Charleston, Suite 205
Las Vegas, NV 89102

- 7.19 Publicity. Neither Hospital, nor the Entity shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.
- 7.20 Performance. Time is of the essence in this Agreement.

- 7.21 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.
- 7.22 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. Hospital, Entity, 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.
- 7.23 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.
- 7.24 Cooperation Regarding Claims. The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement including, without limitation, provision of copies of medical records. This paragraph will be without prejudice to the prosecution of any claims which any of the parties may have against each other and will not require cooperation in the event of such claims.
- 7.25 Other Agreements. The Entity and Hospital are parties under certain other professional services agreement for (i) Women's Care Services; (ii) Internal/Family Medicine Services; (iii) Psychiatry Services; (iv) Surgical Services; and (v) certain trauma call panel services necessary for the Hospital's level one Trauma Center (split with other physicians not currently affiliated with UNLV Medicine).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ENTITIES:

UNLV Medicine, Inc.

By: 

Name: Michael Gardner, MD

Its: President

HOSPITAL:

University Medical Center of Southern Nevada

By: _____

Name: Mason VanHouweling

Its: Chief Executive Officer

EXHIBIT A

MEMBER PHYSICIANS

Pediatricians

Dr. Dodds Simangan
Dr. Rebecca Meyers
Dr. Mayra Jones-Betancourt
Dr. Jeff Yu
Dr. Josue Diaz-Frias
Dr. Jordana Boneh

*The Entities shall not be utilizing Allied Health Providers in the performance of the Services.

EXHIBIT B
STANDARDS OF PERFORMANCE

Entities shall, and require that all Member Physicians shall, comply with the standards of performance, attached hereto as Exhibit B and incorporate by reference. Those standards of performance are as follows:

- a. Adhere to Hospital's established standards and policies for providing exceptional patient care and operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable national patient safety goals, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- b. If any Member Physicians are employed by UNLVSOM under the J-1 Visa waiver program, UNLVSOM will so advise Hospital, and UNLVSOM shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines;
- c. Maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct;
- d. Comply with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission, CMS and Hospital policy;
- e. Be in one-hundred percent (100%) compliance with active participation with time-out (universal protocol);
- f. Assist Hospital with improvement of patient satisfaction and performance ratings;
- g. Perform appropriate clinical documentation utilizing the hospital EHR;
- h. Provide medical services to all Hospital patients without regard to the patient's insurance status or ability to pay in a way that complies with all state and federal law, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA");
- i. Comply with the rules, regulations, policies and directives of Hospital, provided that the same (including, without limitation any and all changes, modifications or amendments thereto) are made available to Entities by Hospital. Specifically, the Entities and all Member Physicians shall comply with all policies and directives related to Just Culture, Ethical Standards, Corporate Compliance/Confidentiality, Dress Code, and any and all applicable policies and/or procedures;
- j. Comply with Hospital's Affirmative Action/Equal Employment Opportunity Policy Statement;
- k. The parties recognize that as a result of Hospital's patient *mix*, Hospital has been required to contract with various groups of physicians to provide on call coverage

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for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event a Member Physician requires the services of a medical specialist, Entities shall use commercially reasonable efforts to contact Hospital's contracted provider of such medical specialist services. However, nothing in this Agreement shall be construed to require the referral by Entities or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (a) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (b) the patient expresses a preference for a different provider, practitioner, or supplier; (c) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (d) the referral is not in the patient's best medical interests in the Member Physician's judgment. The parties agree that this provision concerning referrals by Member Physicians complies with the rule for conditioning compensation on referrals to a particular provider under 42 C.F.R. 411.354(d)(4) of the federal physician self-referral law, 42 U.S.C. § 1395nn (the "Stark Law");

- l. The disposition of patients for whom medical services have been provided, following such treatment, shall be in the sole discretion of the Member Physician(s) performing such treatment. Such Member Physician(s) may refer such patients for further treatment as is deemed necessary and in the best interests of such patients. Member physicians shall facilitate discharges in an appropriate and timely manner. Member Physicians will provide the patient's primary care Physician with a discharge summary and such other information necessary to facilitate appropriate post-discharge continuity of care. However, nothing in this Agreement shall be construed to require a referral by Entities or any Member Physician;
- m. Agree to participate in certain quality reporting systems established by the Centers for Medicare and Medicaid Services ("CMS") to the extent quality measures contained therein are applicable to the medical services provided by the Entities pursuant to this Agreement;
- n. Meet quarterly with Hospital Administration to discuss and verify inpatient admission data collections;
- o. Work in the development and maintenance of key clinical protocols to standardize patient care;
- p. Maintain compliance with applicable core value based measures that meet or exceed the national averages;
- q. Maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Entities and Member Physicians;
- r. Require that all medical record charts will be completed and signed by Member Physicians in accordance with the guidelines and timeframes set forth in the UMC Medical and Dental Staff Bylaws, and related Rules and Regulations;

- s. Maintain a score within ten percent (10%) of Vizient compare for its thirty (30) day readmission score for related admissions;
- t. Upon request from the Hospital, provide a quarterly report to include data supporting the continued requirement for FTE support as measured by industry standards for, at a minimum, the following, as applicable: (i) inpatient admissions, (ii) observation admissions, (iii) encounters, (iv) encounters per day, (v) average staffed hours per day, (vi) frequently used procedure codes, (vii) work RVUs per encounter, (viii) payor mix, (ix) average length of stay- unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital Administration with notice. Hospital staff/analysts can support requested data collection in collaboration with the Entities;
- u. Be in 100% compliance with Drug Wastage Policy. Member Physicians shall be in 100% compliance with patient specific Pyxis guidelines (charge capture), as applicable, to include retrieval of medication/anesthesia agents;
- v. Collaborate with Hospital leadership to minimize and address staff and patient complaints. The Entities shall participate with Hospital's Administration in staff evaluations and joint operating committees;
- w. Participate in clinical staff meetings and conferences and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as the appropriate;

Attachment 1

Notice of False Claims and Statements

UMC's Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC's Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC's policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

Federal False Claims Act

The Federal False Claims Act (the "Act") applies to persons or entities that knowingly submit, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who, among other actions, "knowingly":

- Presents a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

"Knowingly" means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A "claim" includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of \$25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, "knowingly:"

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;

- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties imposed pursuant to the State False Claims Act for each act correspond to any adjustments in the monetary amount of a civil penalty for a violation of the federal False Claims Act, 31 U.S.C. § 3729(a), plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than \$250, are 6 months to 1 year imprisonment in the county jail; a maximum fine of \$1,000 to \$2,000; or both. If the value of the false claim(s) is greater than \$250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of \$5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, and Rani Gill, Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-0772 or <http://www.goldenegg.ethicspoint.com>. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Rani.Gill@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

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Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

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

Issue:	Award RFP No. 2019-16 Collection Agency for Self-Pay Bad Debt to Aargon Agency, Inc. d/b/a Aargon Collection Agency and CMRE Financial Services, Inc.	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 09
Recommendation: That the Governing Board award RFP No. 2019-16 Collection Agency for Self-Pay Bad Debt to (i) Aargon Agency, Inc. d/b/a Aargon Collection Agency; and (ii) CMRE Financial Services, Inc.; and authorize the Chief Executive Officer to sign the RFP No. 2019-16 Service Agreements and exercise any extension options. <i>(For possible action)</i>		

FISCAL IMPACT:

Fund Number: 5420.000	Fund Name: UMC Operating Fund
Fund Center: 3000853000	Funded Pgm/Grant: N/A
Description: Collection Agency for Self-Pay Bad Debt	
Bid/RFP/CBE: RFP 2019-16	
Term: 4/1/2020 to 3/31/2023 with two 1-year options	
Amount: NTE \$550,000 per year for each collection agency or potential aggregate is NTE \$2,750,000 for five (5) years for each collection agency	
Out Clause: 30 days w/o cause	

BACKGROUND:

On August 29, 2019, a notice of interest was sent out to twenty-five (25) companies allowing them to express their interest in participating in RFP No. 2019-16 for Collection Agency for Self-Pay Bad Debt. The RFP was also published in the Las Vegas Review-Journal on September 1, 2019, and posted on the Clark County Website under Current Contracting Opportunities. On October 8, 2019, responses were received from:

Aargon Collection Agency
Clark County Collection Service
CMRE Financial Services
Convergent Healthcare Recoveries
OneAdvantage
USCB America

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Cleared for Agenda
February 26, 2020

Agenda Item #

09

An ad hoc committee (comprised of UMC Patient Accounting Management, Information Technology and a Consultant) reviewed the proposals independently and anonymously. On December 6, 2019, the top three (3) respondents were invited back to conduct oral presentations. The committee recommends the selection of, and contract approval with Aargon Collection Agency (Aargon) and CMRE Financial Services (CMRE).

For the total not to exceed RFP award of \$550,000 per year for each collection agency, Aargon and CMRE will provide self-pay bad debt collection services to UMC. This service includes providing outgoing dialing campaigns, letters, and email messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements, and fielding calls for account audits and charge disputes. All unresolved accounts will be assigned to each collection agency at day 121. UMC expects that each collection agency will strictly adhere to the Fair Debt Collection Practices Act and all applicable Federal and State laws related to billing and collections.

The Agreement term is from April 1, 2020 through March 31, 2023 with the option to extend for two (2) one-year periods unless terminated with a 30-day written notice. UMC will compensate Aargon and CMRE as follows:

- Commission on collections between day 121 to day 240 11%
- Commission on collections between day 241 to day 1095 14%

Staff has negotiated the proposed Agreement and fees associated and found them equitable for the work to be performed. Staff also requests authorization for the Hospital CEO, at the end of the initial term, to exercise the extension options at his discretion if deemed beneficial to UMC.

UMC's Patient Accounting Director has reviewed and recommends award of these Agreements. These Agreements have been approved as to form by UMC's Office of General Counsel.

Aargon currently holds a Clark County business license while CMRE currently holds a Clark County Limited Vendor Registration.

These Agreements were reviewed by the Governing Board Audit and Finance Committee at their February 19, 2020 meeting and recommended for approval by the Governing Board.

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

SERVICE AGREEMENT

RFP NO. 2019-16

Aargon Agency, Inc. d/b/a Aargon Collection Agency
NAME OF COMPANY
Duane Christy, CEO
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
8668 Spring Mountain Road Las Vegas, NV 89117
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(702) 220-7037 ext 247
(AREA CODE) AND TELEPHONE NUMBER
(702) 220-7036
(AREA CODE) AND FAX NUMBER
<u>duane@aargon.com</u>
EMAIL ADDRESS

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this 26th day of February 2020 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and AARGON AGENCY, INC. D/B/A AARGON COLLECTION AGENCY (hereinafter referred to as "COMPANY"), for Collection Agency for Self-Pay Bad Debt (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from April 1, 2020 through March 31, 2023 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Attachment B**) for the not-to-exceed amount of **\$550,000 per year**. It is expressly understood that the entire Scope of Work defined in **Attachment A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.

4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart, Patient Accounting**, telephone number **(702) 383-3762** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

- ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
 - b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall (i) continue services through mutually agreed upon time frame between HOSPITAL and COMPANY; and (ii) deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
 - c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
 - d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Attachment C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment C** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
 Attn: Contracts Management
 1800 W. Charleston Blvd.
 Las Vegas, NV 89102

TO COMPANY: Aargon Collection Agency
 Attn: Duane Christy, CEO
 8668 Spring Mountain Rd.
 Las Vegas, NV 89117

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by

the parties.

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this

Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL and the Vendor Management Office any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

O. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and

attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Travel Policy

If applicable, the following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

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

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in Attachment D.

S. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
MASON VANHOUEWELING
Chief Executive Officer

DATE

COMPANY:

AARGON COLLECTION AGENCY

By: 
DUANE CHRISTY
Chief Executive Officer

1-22-20
DATE

**ATTACHMENT A
COLLECTION AGENCY FOR SELF-PAY BAD DEBT
SCOPE OF WORK**

1. Scope of Work

To provide billing and collection activities related to:

- a. Primary bad debt collection services for self-pay balances. All unresolved accounts are assigned to COMPANY at day one hundred and twenty-one (121). Bad debt collection services include providing outgoing dialing campaigns, letters and email messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements and fielding calls for account audits and charge disputes.
- b. Provide for Collection Agency intervention in an effort to collect medical bills determined to be uncollectible by HOSPITAL and its affiliated physician group(s). The average monthly HOSPITAL bad debt to be assigned to collections is on average (i) 383 accounts for \$3 million per month on the inpatient side and (ii) 4,306 accounts for \$5M per month on the outpatient side. HOSPITAL will select two (2) Collection Agencies to share in the collections. HOSPITAL expectation is a minimum of three percent (3%) return on the first (1st) year, six percent (6%) the second (2nd) year, and nine percent (9%) the third (3rd) year of net assignments averaged out over the respective 12, 24 and 36 month periods.
- c. HOSPITAL will award this PROJECT to two (2) Collection Agencies to perform both the primary bad debt collections and the secondary bad debt collections. The timeline would be as follows:
 - i. **Day 121 to 240:**

Each Collection Agency will get one-half (½) of the alphabet (i.e., Company A gets A-L and Company B gets M-Z) from days 121 through 240, that is, given four (4) months to collect on or establish the accounts on a payment plan.
 - ii. **Day 241 to 1095:**

On day 241, the Collection Agencies will exchange their inventory (i.e., Company A that had A-L from day 121 to 240 will now get M-Z and vice versa for Company B). Each Collection Agency will have from day 241 through 1095 (about two [2] years and four [4] months) to collect on that inventory or set up a payment plan.
 - iii. **Day 1095:**

If no payment arrangement has been established at that time with an account, then such account(s) will be returned to HOSPITAL and will be labeled as "uncollectable Bad Debt".
- d. Collection Procedures.
 - i. Once a placement account is received, it will be loaded into COMPANY's system within twenty-four (24) hours of placement.
 - ii. The following collection efforts will be sent to the patient at a minimum:
 - ii.1 Letters:
 - ii.1.1 The first demand letter is generated and mailed within the first 96 hours of placement. All subsequent letters can go out at intervals of approximately 30 days, 60 days, 90 days, and 120 days respectfully.
 - ii.1.2 All accounts over \$15 dollars with a good address information will receive up to three (3) letters for the first 90 days or until contact is successful.
 - ii.2 Emails – same frequency as Letters (refer to subsection ii.1 herein).
 - ii.3 Phone Calls:
 - ii.3.1 All accounts over \$15 dollars will begin receiving telephone calls from COMPANY within 30 to 45 days of placement.
 - ii.3.2 All accounts with a valid telephone number will receive appropriate phone call attempts for the first 90 days or until contact is successful.
 - ii.3.3 All subsequent phone calls can go out at intervals of approximately 30 days, 60 days, 90 days, and 120 days respectfully.
 - iii. All accounts over \$100 will receive insurance searches.
 - iv. All accounts over \$50 will receive either Experian or LexisNexis Scrubs.
 - v. Will pull credit bureau reports on a selective basis or as needed.

Note: A Collection Agency (i.e., COMPANY) that fails to meet expectations will be considered non-responsive and forfeit the incremental extensions. In addition, all assigned accounts will be returned to HOSPITAL for re-assignment. Refer to **Attachment B** on alphabet assignment timeline.

2. General Service Level Expectations

- a. Licensing and Membership requirements.
 - i. COMPANY must be licensed as a Collection Agency in Nevada.
 - ii. Maintain membership in good standing with either the Nevada Collectors Association or with the ACA International (at national level).
- b. Assignments of Accounts.
 - i. Assignments of accounts will be made weekly.
 - ii. Placements are intended to include fifty percent (50%) of all applicable self-pay bad debt balances including balances after insurance. Accounts placed to COMPANY will be at the sole discretion of HOSPITAL.
 - ii.1 International accounts will not be included.
 - ii.2 HOSPITAL reserves the right to withhold certain self-pay accounts up to one percent (1%) of the total value without obligation.
 - ii.3 Placements will be transmitted and received via secure SFTP processes.
 - ii.4 Previously placed bad debt accounts (i.e., legacy accounts) will be included in this PROJECT which will be determined by HOSPITAL on placement.
 - iii. COMPANY will have a maximum of 1095 days or three (3) years to work on an account placed at the onset of the partnership and based on the timeline set forth above (refer to Section 1.c).
 - iii.1 COMPANY will send daily cancel files to HOSPITAL for all unresolved accounts at day 1095 from the date of placement.
 - iii.2 If appropriate HOSPITAL payment arrangements are established, the account will remain with COMPANY for the term of the arrangements.
 - iii.2.1 HOSPITAL will provide a copy of current self-pay discount and payment arrangement guidelines.
 - iii.2.2 All exceptions to the approved discounts and payment arrangement guidelines must be requested in writing and approved by HOSPITAL.
 - iii.3 COMPANY agrees to follow HOSPITAL's guidelines for acceptable payment schedules.
 - iv. Upon identification of third-party insurance, the accounts will be properly updated in HOSPITAL's system to initiate the claims filing process.
 - v. Remote access will be granted to HOSPITAL account management systems as determined appropriate by HOSPITAL.
 - v.1 COMPANY representative(s) will be required to complete HOSPITAL's Information Security Agreement prior to being provided remote access.
 - v.2 COMPANY will be responsible for arranging an appropriate number of staff to attend HOSPITAL application training onsite or via WebEx. COMPANY will include specific number of staff that will be working HOSPITAL accounts based on given volumes.
 - v.3 HOSPITAL reserves the right to revoke access.
 - v.4 All payments will be processed using COMPANY's payment processor.
 - v.4.1 Payment Card Industry compliance is required for all payment transactions.
- c. Assigned accounts will not be co-mingled with other clients.
 - i. Accounts forwarded for legal action on behalf of HOSPITAL will be processed separately from other client accounts.
 - ii. Assigned accounts will not be outsourced to a foreign country.
- d. Compliance.
 - i. To insure HIPAA compliance, HOSPITAL assignments must be maintained separately.
 - ii. Use of demographics for any purpose other than to collect a HOSPITAL account is prohibited.
 - iii. Should any new legislation take effect during the term of this Agreement which necessitates changes to current HOSPITAL collection activities, HOSPITAL will be notified of the changes in writing.
 - iv. COMPANY must be able to demonstrate that appropriate encryption is used to maintain system security.
 - v. COMPANY must be able to demonstrate that all personnel are trained on HIPAA compliance and PHI security.

- e. Interest and Fees.
 - i. The charging of interest on assigned accounts without a court order is expressly prohibited. Court ordered interest will be remitted to HOSPITAL.
 - ii. Assessing fees, with the exception of legal fees as limited in paragraph g herein, is prohibited. This includes, but is not limited to, collection fees, copy fees, attorney fees or any other fees or costs associated with the collection of assigned accounts.
 - iii. Patients will not be charged interest or payment processing fees at any time while the account is in the primary bad debt COMPANY's inventory.
- f. Legal Action.
 - i. The use of a Confession of Judgment (COJ) as an acknowledgement of a debt and a commitment to pay is authorized. It will be limited to the principal amount only.
 - ii. The filing of a COJ in lieu of obtaining a court ordered judgment is prohibited.
 - iii. Authorization to file for legal (Assignment of Account) must be obtained after the account status changes to "Legal Review". COMPANY must provide information regarding tangible assets prior to HOSPITAL authorizing action.
- g. Assessed legal fees to patient (i.e., court costs – filing fees, etc.) will not exceed \$250.00. This fee will be kept by COMPANY.
- h. Demographic and Collection Information Limitations.
 - i. Adhere to EPIC's standard data specs (**Attachment E**).
 - ii. Copies of Conditions of Admission and Financial Statements (COA/FS) will be provided upon receipt of a copy of the dispute letter from the patient/guarantor requesting proof of service. No other copies from a patient's medical or billing records will be provided without receipt of a valid authorization signed by the patient or a legal representative of the patient or a court order. A judge must sign all court ordered requests.
 - iii. Data transfer will be via a secure FTP VPN connector.
 - iv. Data transfer will be via a secure FTP site.
 - v. Collection status changes (i.e., active, inactive, cancelled and returned, referred to legal, etc.) will be updated daily for the FTP site.
 - vi. COMPANY must be able to send and receive emails via TLS encryption to insure strict adherence to patient privacy.
- i. COMPANY Representation/Training.
 - i. Throughout the term of this Agreement, COMPANY will be responsible for the initial and quarterly training of all representatives associated with the collection of HOSPITAL accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices inclusive of special conditions associated with medical collections.
 - ii. COMPANY must provide HOSPITAL with a detailed plan of representative training activities associated with collection of HOSPITAL's accounts.
 - iii. Designated representatives must be assigned to HOSPITAL accounts.
- j. Call System Requirements.
 - i. COMPANY's call center system must be able to handle high volume calls (greater than 5,000 HOSPITAL calls per month).
 - ii. Call center must be staffed at a minimum of Monday – Friday, 7:30 AM – 6:00 PM Pacific Standard Time excluding holidays.
 - iii. Dialing campaigns must comply with all applicable laws and regulations.
 - iv. All telephone messages must be returned within twenty-four (24) business hours.
 - v. HOSPITAL calls may not be co-mingled with other client calls.
 - vi. HOSPITAL is to be notified as soon as possible of any phone outages, system outages or other unforeseen circumstances that affect HOSPITAL calls.
 - vii. All calls must be recorded for future reference should a complaint or dispute be filed.
- k. Concerns and Disputes Registered by Guarantor.
 - i. COMPANY will be responsible for resolving patient concerns/disputes presented to them in written form within one (1) business day or twenty-four (24) hours from date of concern/dispute. Resolution means either a payment arrangement has been established, payment in full is made, or the account has been referred back to HOSPITAL due to patient complaint or concern surrounding the billed charges.

- ii. COMPANY must be able to provide HOSPITAL with the record telephone conversation upon request.
 - iii. A copy of all correspondence from COMPANY to the patient will be provided to HOSPITAL as needed.
 - iv. COMPANY's failure to respond to written concerns/disputes in the prescribed time could place HOSPITAL at risk. Should this transpire, the offending COMPANY will be considered non-responsive which will void this Agreement.
- I. Medicaid and County Eligibility.
- i. Accounts identified as Medicaid or County eligible must be closed and returned to HOSPITAL along with a billing request form or adjustment, as applicable. Proof of eligibility must accompany the request.
- m. Credit Bureau Reporting.
- i. All undisputed balances will be reported to TransUnion and at least one (1) other major credit bureau at time of second placement unless paid in full or in an acceptable payment arrangement secured with a promissory note or COJ (see paragraph f herein on COJ limitations).
- n. Remittance of Collections.
- i. All collections along with the supporting remittance advice(s) will be remitted to HOSPITAL once (1x) a month as follows:
 - i.1 Monies collected for the month will be remitted within five (5) business days of the start of the following month.
 - ii. A proper remittance includes the electronic update of cash received, a detailed invoice and a remittance check.
 - ii.1 The invoice and remittance check will be delivered to HOSPITAL's Patient Accounting Department by 4:00 PM PST by the due date as described in paragraph i.1 herein.
 - ii.2 Late remittances for reasons beyond COMPANY's control must be justified and acknowledged by HOSPITAL. If COMPANY is demonstrating a pattern of late remittances, it will be considered as non-responsive. (See Note under **Attachment A**, Section 1, Scope of Work)
 - ii.3 HOSPITAL would consider two (2) consecutive, unjustified, late remittances in any given time period or three (3) late remittances in a twelve (12) month period as a pattern.
 - iii. The invoices and remittance checks will be delivered to HOSPITAL's Patient Accounting Department by 4:00 PM PST by the due date as described in paragraph i.1 herein.
 - iv. COMPANY must be able to provide an itemized statement of payments, discount adjustments, contingency amounts and account balances to HOSPITAL's Accounts Payable Department on a monthly basis.
- o. Workflow.
- i. COMPANY will provide a detailed diagram describing the workflow used throughout the entire life cycle of the account from placement to cancellation/return.
 - ii. COMPANY shall make changes to its workflow as directed by HOSPITAL.
- p. Statements.
- i. COMPANY will be responsible for sending all past-due notices to debtors. The cost associated with such notices will be included in the rate proposed by COMPANY.
 - i.1 Contact information on past-due notices will direct the patient to COMPANY's call center.
 - i.2 COMPANY will have all past-due notices and other debtor correspondence approved by HOSPITAL before incorporated into COMPANY's workflow.
- q. Reporting Requirements: HOSPITAL's Patient Accounting System is EPIC. All inbound and outbound file transfers will utilize EPIC's standard file specifications.
- i. HOSPITAL will provide file layouts to COMPANY (refer to **Attachment F**) outlining the files that COMPANY will be required to accept for placements, transactions, cancels, etc.
 - ii. Daily placement files will be sent via FTP from HOSPITAL to COMPANY.
 - iii. Daily transaction files that include payments, adjustments, notes, and other miscellaneous transactions will be sent via FTP from HOSPITAL to COMPANY.
 - iv. Daily deletion files will be sent via FTP from HOSPITAL to COMPANY.
 - iv.1 Bankruptcy Discharges
 - iv.2 Legal Cases
 - iv.3 Approved for Retroactive Medicaid
 - v. Daily acknowledgement of assignments by COMPANY.

- vi. Inventory Report (Weekly).
 - vii. Performance Report (Monthly).
 - viii. Semi-Monthly Remittance Report (Due the 5th and 20th of each month).
 - ix. Twelve (12) Month Summary of Account Status (Monthly).
 - x. Close Report.
 - xi. Cancellation Report (Approved categories):
 - xi.1 Disputed (dispute validated by HOSPITAL)
 - xi.2 Deceased (No assets/No estate)
 - xi.3 Documentation (Charges cannot be validated)
 - xi.4 Wrong Party (Admitting error)
 - xi.5 Guarantor is Minor (Admitting error)
 - xi.6 Suit dismissed (Lost Court Case)
 - xi.7 Client Request (Cancelled by HOSPITAL)
 - xi.8 Bankruptcy (Discharged)
 - xi.9 Welfare Eligible (Clark County/Medicaid)
 - xii. Daily notes files will be required from COMPANY.
- r. Performance Expectations.
- i. Call abandonment rate of less than three percent (3%).
 - ii. Wait times should not exceed two (2) minutes without being offered the option to leave a message.
 - iii. Account notes are required for every action taken on HOSPITAL accounts including automated dialing campaign logs.
 - iii.1 COMPANY must be able to provide a file of notations in an agreed upon format for upload to HOSPITAL's system.
 - iii.2 Note files will be transmitted daily via FTP.
- s. Contacts.
- i. COMPANY must be able to identify a point person for Information Services issues.
 - ii. Provide a point person for FTP login.
 - iii. Designate a contact for dispute resolution and information requests related to concerns or complaints.
 - iv. Designate a liaison person for client service.
- t. Terms and Pricing.
- i. Terms and pricing will remain in effect for the duration of this Agreement including the extension options.
- u. Standards.
- i. HOSPITAL expects that COMPANY will strictly adhere to the Fair Debt Collection Practices Act and all applicable Federal and State laws related to billing and collections. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers/patients.
 - ii. The responsibility for effectively training COMPANY representatives regarding customer service expectations, the provisions of the Fair Debt Collection Practices Act and the U.S. Bankruptcy Code relating to the collection of debts rests exclusively with COMPANY (see Note under **Attachment A**, Section 1, Scope of Work).
 - iii. COMPANY will conduct business in a manner that supports HOSPITAL's mission, vision and core values.
 - iv. Compliance with all 501(r) regulations (specifically pertaining to Extraordinary Collection Actions).
 - v. Customer Service Standards:
 - v.1 HOSPITAL expects that COMPANY will provide quality customer service to the patients upon each contact.
 - v.2 All patient inbound inquiries will have a twenty-four (24) hour or one (1) business day, whichever is less, turnaround time.
 - vi. COMPANY will ensure that 100% of inbound and outbound call activity is recorded and retrievable by HOSPITAL within twenty-four (24) business hours of the initial request.
3. **Ownership of Records:** All documents and data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

**ATTACHMENT B
FEE SCHEDULE**

1. Fees/Invoices:

HOSPITAL agrees to pay COMPANY the following contingency rates:

- **Commission on collections between day 121 to day 240** **11%**
- **Commission on collections between day 241 to day 1095** **14%**
- **Legal action (only applies when approved lawsuit is filed)** **19%**
 - For larger balance accounts of \$5,000 and greater

2. COMPANY has the following alphabet timeline:

- **Day 121 to 240:**

COMPANY gets A – L accounts.

COMPANY is given four (4) months to collect on or establish the accounts on a payment plan.

- **Day 241 to 1095:**

COMPANY gets M – Z accounts.

On day 241, the awarded Collection Agencies will exchange their inventory (refer to **Attachment A**, Section 1.c). COMPANY will have from day 241 through 1095 (about two [2] years and four [4] months) to collect on that inventory or set up a payment plan.

- **Day 1095:**

If no payment arrangement has been established at that time with an account, then such account(s) will be returned to HOSPITAL and will be labeled as "uncollectable Bad Debt".

ATTACHMENT C

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. COMPANY's insurance shall be primary as respects to HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) COMPANY's name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Collectors Insurance Agency 4040 W 70th Street Edina MN 55435	CONTACT NAME: CIAI PHONE (A/C No. Ext): (952) 926-6547 FAX (A/C No.): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org
INSURED Aargon Agency Inc; Total Credit Recovery, Inc. DBA Aargon Collection Agency; TCR 8668 Spring Mountain Rd Las Vegas NV 89117-4132	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company NAIC # 19100 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 11127875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		ACPBPO7166093318	4/2/2019	4/2/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Additional Insured \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		ACPBPO7166093318	4/2/2019	4/2/2020	COMBINED SINGLE LIMIT (Ea accident) \$ INCLUDED BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X		ACPCAA7166093318	4/2/2019	4/2/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IT IS AGREED THAT UNIVERSITY MEDICAL CENTER IS INCLUDED AS ADDITIONAL INSURED SOLELY AS THEIR INTERESTS MAY APPEAR IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM.

CERTIFICATE HOLDER

CANCELLATION

UNIVERSITY MEDICAL CENTER
ATTN: SHELLEY TODDY, KRISTINE SY
1800 WEST CHARLESTON BLVD
LAS VEGAS, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J St. Martin/GEORGE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. 5600 W 83rd St. 8200 Tower Ste 1100 Minneapolis MN 55437-3844	CONTACT NAME: CIAI PHONE (A/C, No, Ext): (952) 926-6547 FAX (A/C, No): (952) 928-3837 E-MAIL ADDRESS: collectorsinsurance@acainternational.org
INSURED AARGON AGENCY, INC.; TOTAL CREDIT RECOVERY, INC. 8668 SPRING MOUNTAIN RD LAS VEGAS NV 89117	INSURER(S) AFFORDING COVERAGE INSURER A: QBE Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 11127875**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ERRORS & OMISSIONS			ADC01408-03	05/01/2019	05/01/2020	Per Claim Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

IT IS AGREED THAT THE CERTIFICATE HOLDER SHALL BE DEEMED AN INSURED BUT ONLY AS RESPECT TO THEIR BEING A CLIENT OR CUSTOMER OF THE INSURED ORGANIZATION IN ACCORDANCE WITH THE POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

UNIVERSITY MEDICAL CENTER 1800 W CHARLESTON BLVD LAS VEGAS NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

BUSINESSOWNERS
PB 25 00 (01-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPLETE NAMES AND ADDRESSES OF THE ADDITIONAL INSURED
RE: PB0448

CITY OF LAS VEGAS, ITS OFFICERS, EMPLOYEES, & AGENTS
C/O INSURANCE TRACKING SERVICES, INC. (ITS)
PO BOX 21919
LONG BEACH, CA 90801

UNIVERSITY MEDICAL CENTER
1800 W CHARLESTON BLVD
LAS VEGAS, NV 89102

DEPARTMENT OF WATER SUPPLY
COUNTY OF HAWAII
345 KEKUANA OA ST STE 20
HILO, HI 96720

All terms and conditions of this policy apply unless modified by this endorsement.

PB 25 00 (01-01)

ACP BPO 7166083318

INSURED COPY

43 02257

**ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the 26th of February, 2020, 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 **Aargon Agency, Inc. d/b/a Aargon Collection Agency**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

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

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of

the Parties), or upon request of Covered Entity, whichever occurs first, 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:

By: _____

Mason VanHouweling

Printed Name

Chief Executive Officer

Title

BUSINESS ASSOCIATE:

By: _____

Duane Christy

Printed Name

CEO

Title

8468 Spring Mountain Rd

Address

Las Vegas, NV 89117

City/State/Zip

**ATTACHMENT E
STANDARD EPIC FILE SPECIFICATIONS**

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	Value

Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	

Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

ATTACHMENT F VENDOR FILE FORMAT SPECIFICATIONS

A. Vendor File Format Specifications – Dialer

This document outlines the data fields, naming convention, and transmission schedule of a 'dialer' file to be used for purposes of account audits. The file is to contain a complete log of all calls (dialer/manual or inbound/outbound) made or received by a vendor within twenty-four (24) hours of the date the file was generated. The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it is available.

Data fields:

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier
4	Event Date	Date of last contact (contact defined as last call – i.e., inbound, outbound, manual or dialer, etc.) Format: mm/dd/yyyy
5	Event Type	Description of follow-up touch – including all calls. Examples: - Automated outbound call - Manual outbound call - Inbound call
6	Call Start Time	Time Call began Format: HH:mm:ss:SSS (hour, minute, second, millisecond) i.e., 18:45:12.000
7	Call End Time	Time Call ends Format: HH:mm:ss:SSS (hour, minute, second, millisecond) i.e., 18:45:12.000
8	Call Duration	Total Time on Call Format: HH:mm:ss:SSS (hour, minute, second, millisecond) i.e., 18:45:12.000
9	Collector ID	Id or Name of collector making or receiving the call
10	Call Connected Indicator	If call connected enter 'Connected' if not 'No Connection'
11	Facility	Name of facility for main hospital

Data field notes:

- If a guarantor number is provided in the inventory file, make sure to include on the dialer file.
- Medical Record No. to be included only if different from Guarantor No.
- If abbreviations are used in the event type field, provide a dictionary describing *all* event types.
- All column headers need to be included even if the columns do not contain data.

Naming convention:

mmddyy_hospital_Facility_vendor_Dialer

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>facility</i>	=	Facility name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

Transmission schedule:

A new file is to be uploaded to the Healthfuse secure FTP site each day. It is recommended that the transmission process be automated, if possible. The details of the secure FTP site will be provided separately.

If this is the first time you are providing a dialer file, this initial file must contain at least 150 days of past follow-up activity (6 months/180 days if Bad Debt Vendor)

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

B. Vendor File Format Specifications – Invoice Detail File

This document outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it is available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in **BOLD** are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency Format: mm/dd/yyyy
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the Hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))

16	Facility	Name of facility for main hospital
----	----------	------------------------------------

Data field notes:

- All column headers need to be included even if the columns do not contain data

File naming convention:

mmddyy_hospital_Facility_vendor_Invoice

mmddyy	=	Date the file was generated
hospital	=	Hospital name (abbreviation is preferred)
facility	=	Facility name (abbreviation is preferred)
vendor	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

C. Vendor File Format Specifications – Inventory – Early-Out Self-Pay Bad Debt (EOSP/BD)

This document outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it is available.

File data fields:

Attributes in **BOLD** are required for set up, remaining attributes need to be added within ninety (90) days.

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier
4	Placed Date	Date of initial placement Format: mm/dd/yyyy
5	Last Pay Date	Date of last payment Format: mm/dd/yyyy
6	Status	Current account status -- including but not limited to the following examples: • Pay Plan • Deceased • Bankrupt • Dispute • Found Insurance
7	Placed Balance	Account balance at date of placement Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
8	Current Balance	Current account balance Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)

9	Current Guarantor Balance	Current guarantor balance Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
10	Account Type	Pure self-pay (PSP), Balance after insurance (BAI)
11	Guarantor Address	Guarantor street address
12	Guarantor City	City i.e., Milwaukee, Minneapolis, etc. (City should be spelled out/not abbreviated)
13	Guarantor State	State i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Primary Insurance	Name of primary insurance carrier
20	Secondary Insurance	Name of secondary insurance carrier
21	Last Payment Amount	Last payment amount Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
22	Last Payment Payer	i.e., 'Self-Pay', 'Blue Cross', etc.
23	Last Call Date	Date of last call Format: mm/dd/yyyy
24	Last Note Date	Date of last note Format: mm/dd/yyyy
25	Guarantor Last Name	Guarantor last name
26	Guarantor DOB	Guarantor date of birth Format: mm/dd/yyyy
27	Assigned Collector	Name or ID shown in vendor system
28	Assigned Work queue	Name of queue, queue number or both
29	Action Result Code of Last Call Date	i.e., 'TR-LM' for telephone residence left message, etc.
30	Payment plan amount	Amount patient/debtor agreed to pay Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
31	No. statements sent	Total number of statements sent per account (not by guarantor)
32	Next Payment Due Date	Date of next payment due Format: mm/dd/yyyy
33	Patient DOB	Patient date of birth Format: mm/dd/yyyy
34	Facility	Name of facility for main hospital

Data field notes:

- Medical Record No. to be included only if different from Guarantor No.
- Provide separately: status code dictionary containing *all* status codes.
- The account type is not applicable if the account is in bad debt status.
- *All column headers need to be included even if the columns do not contain data.*

File naming convention:

mmddyy_hospital_Facility_vendor_Inv

<i>mmdyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>facility</i>	=	Facility name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

Transmission schedule:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☒ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE Minority Business Enterprise	☐ WBE Women-Owned Business Enterprise	☐ SBE Small Business Enterprise	☐ PBE Physically Challenged Business Enterprise	☐ VET Veteran Owned Business	☐ DVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: 50 +						
Corporate/Business Entity Name:	Aargon Agency, Inc.					
(Include d.b.a., if applicable)	Aargon Collection Agency					
Street Address:	8668 Spring Mountain Road			Website: www.aargon.com		
City, State and Zip Code:	Las Vegas, Nevada 89117			POC Name: Bill Woolbright Email: bill@aargon.com		
Telephone No:	702-220-7037			Fax No: 702-220-7036		
Nevada Local Street Address: (If different from above)	Same as above			Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:	702-220-7037			Local POC Name: Duane Christy Email: duane@aargon.com		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
Duane Christy	Owner/CEO	50%
Clyde "Bill" Woolbright	Owner/Manager	25%
Noa Char	Owner/Manager	12.5%
Daniel Robinson	Owner/Manager	12.5%

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

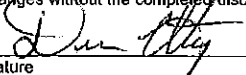
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

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

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

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


Signature

Duane Christy
Print Name

CEO
Title

9-28-19
Date

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

SERVICE AGREEMENT

RFP NO. 2019-16

CMRE Financial Services, Inc.
NAME OF COMPANY
Patrick Nixon, Vice President of Sales and Marketing
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3075 East Imperial Highway, Suite 200 Brea, CA 92821
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(714) 982-5224
(AREA CODE) AND TELEPHONE NUMBER
(714) 528-8549
(AREA CODE) AND FAX NUMBER
<u>pnixon@cmrefsi.com</u>
EMAIL ADDRESS

SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made and entered into this 26th day of February 2020 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and CMRE FINANCIAL SERVICES, INC. (hereinafter referred to as "COMPANY"), for Collection Agency for Self-Pay Bad Debt (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and budget allowance, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from April 1, 2020 through March 31, 2023 ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Fee Schedule (**Attachment B**) for the not-to-exceed amount of **\$550,000 per year**. It is expressly understood that the entire Scope of Work defined in **Attachment A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.
3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.

4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A, Scope of Work**.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

C. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- D. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- E. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- F. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- G. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, **Kimberly Hart, Patient Accounting**, telephone number **(702) 383-3762** or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

- ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall (i) continue services through mutually agreed upon time frame between HOSPITAL and COMPANY; and (ii) deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph F.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.
- 4. The rights and remedies of HOSPITAL and COMPANY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
- 5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Attachment C** incorporated herein by this reference. COMPANY shall comply with the terms and conditions set forth in **Attachment C** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested, email or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
Attn: Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

TO COMPANY: CMRE Financial Services
Attn: Patrick Nixon, VP of Sales & Marketing
3075 E. Imperial Highway, Ste. 200
Brea, CA 92821

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by

the parties.

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded to employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of this Agreement, terminate this Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:

a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this

Agreement by COMPANY; and

- b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
- 3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to ensure Agreement compliance. COMPANY agrees to provide HOSPITAL and the Vendor Management Office any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of this Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

O. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and

attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

P. Travel Policy

If applicable, the following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed \$50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed \$150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to \$150 per week. Return re-fuel cap of \$50 per vehicle.

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

- Company's Invoice
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

The following are some of the charges that will NOT be allowable for reimbursement (not all inclusive):

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

Q. Publicity

Neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in Attachment D.

S. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

1. Clark County Business License is Required if:
 - a. A business is physically located in unincorporated Clark County, Nevada.
 - b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
 - a. A business is physically located outside of unincorporated Clark County, Nevada
 - b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: MASON VANHOUWELING
Chief Executive Officer

DATE

COMPANY:

CMRE FINANCIAL SERVICES

By: Sandy Lawrence
SANDY LAWRENCE
President

1/24/2020

DATE

**ATTACHMENT A
COLLECTION AGENCY FOR SELF-PAY BAD DEBT
SCOPE OF WORK**

1. Scope of Work

To provide billing and collection activities related to:

- a. Primary bad debt collection services for self-pay balances. All unresolved accounts are assigned to COMPANY at day one hundred and twenty-one (121). Bad debt collection services include providing outgoing dialing campaigns, letters and email messaging when appropriate, establishing and managing payment arrangements, answering questions related to statements and fielding calls for account audits and charge disputes.
- b. Provide for Collection Agency intervention in an effort to collect medical bills determined to be uncollectible by HOSPITAL and its affiliated physician group(s). The average monthly HOSPITAL bad debt to be assigned to collections is on average (i) 383 accounts for \$3 million per month on the inpatient side and (ii) 4,306 accounts for \$5M per month on the outpatient side. HOSPITAL will select two (2) Collection Agencies to share in the collections. HOSPITAL expectation is a minimum of three percent (3%) return on the first (1st) year, six percent (6%) the second (2nd) year, and nine percent (9%) the third (3rd) year of net assignments averaged out over the respective 12, 24 and 36 month periods.
- c. HOSPITAL will award this PROJECT to two (2) Collection Agencies to perform both the primary bad debt collections and the secondary bad debt collections. The timeline would be as follows:
 - i. **Day 121 to 240:**

Each Collection Agency will get one-half (½) of the alphabet (i.e., Company A gets A-L and Company B gets M-Z) from days 121 through 240, that is, given four (4) months to collect on or establish the accounts on a payment plan.
 - ii. **Day 241 to 1095:**

On day 241, the Collection Agencies will exchange their inventory (i.e., Company A that had A-L from day 121 to 240 will now get M-Z and vice versa for Company B). Each Collection Agency will have from day 241 through 1095 (about two [2] years and four [4] months) to collect on that inventory or set up a payment plan.
 - iii. **Day 1095:**

If no payment arrangement has been established at that time with an account, then such account(s) will be returned to HOSPITAL and will be labeled as "uncollectable Bad Debt".
- d. Collection Procedures.
 - i. Once a placement account is received, it will be loaded into COMPANY's system within twenty-four (24) hours of placement.
 - ii. The following collection efforts will be sent to the patient at a minimum:
 - ii.1 Letters:
 - ii.1.1 The first demand letter is generated and mailed within the first 96 hours of placement. All subsequent letters can go out at intervals of approximately 30 days, 60 days, 90 days, and 120 days respectfully.
 - ii.1.2 All accounts over \$15 dollars with a good address information will receive up to three (3) letters for the first 90 days or until contact is successful.
 - ii.2 Emails – same frequency as Letters (refer to subsection ii.1 herein).
 - ii.3 Phone Calls:
 - ii.3.1 All accounts over \$15 dollars will begin receiving telephone calls from COMPANY within 30 to 45 days of placement.
 - ii.3.2 All accounts with a valid telephone number will receive appropriate phone call attempts for the first 90 days or until contact is successful.
 - ii.3.3 All subsequent phone calls can go out at intervals of approximately 30 days, 60 days, 90 days, and 120 days respectfully.
 - iii. All accounts over \$100 will receive insurance searches.
 - iv. All accounts over \$50 will receive either Experian or LexisNexis Scrubs.
 - v. Will pull credit bureau reports on a selective basis or as needed.

Note: A Collection Agency (i.e., COMPANY) that fails to meet expectations will be considered non-responsive and forfeit the incremental extensions. In addition, all assigned accounts will be returned to HOSPITAL for re-assignment. Refer to **Attachment B** on alphabet assignment timeline.

2. General Service Level Expectations

- a. Licensing and Membership requirements.
 - i. COMPANY must be licensed as a Collection Agency in Nevada.
 - ii. Maintain membership in good standing with either the Nevada Collectors Association or with the ACA International (at national level).
- b. Assignments of Accounts.
 - i. Assignments of accounts will be made weekly.
 - ii. Placements are intended to include fifty percent (50%) of all applicable self-pay bad debt balances including balances after insurance. Accounts placed to COMPANY will be at the sole discretion of HOSPITAL.
 - ii.1 International accounts will not be included.
 - ii.2 HOSPITAL reserves the right to withhold certain self-pay accounts up to one percent (1%) of the total value without obligation.
 - ii.3 Placements will be transmitted and received via secure SFTP processes.
 - ii.4 Previously placed bad debt accounts (i.e., legacy accounts) will be included in this PROJECT which will be determined by HOSPITAL on placement.
 - iii. COMPANY will have a maximum of 1095 days or three (3) years to work on an account placed at the onset of the partnership and based on the timeline set forth above (refer to Section 1.c).
 - iii.1 COMPANY will send daily cancel files to HOSPITAL for all unresolved accounts at day 1095 from the date of placement.
 - iii.2 If appropriate HOSPITAL payment arrangements are established, the account will remain with COMPANY for the term of the arrangements.
 - iii.2.1 HOSPITAL will provide a copy of current self-pay discount and payment arrangement guidelines.
 - iii.2.2 All exceptions to the approved discounts and payment arrangement guidelines must be requested in writing and approved by HOSPITAL.
 - iii.3 COMPANY agrees to follow HOSPITAL's guidelines for acceptable payment schedules.
 - iv. Upon identification of third-party insurance, the accounts will be properly updated in HOSPITAL's system to initiate the claims filing process.
 - v. Remote access will be granted to HOSPITAL account management systems as determined appropriate by HOSPITAL.
 - v.1 COMPANY representative(s) will be required to complete HOSPITAL's Information Security Agreement prior to being provided remote access.
 - v.2 COMPANY will be responsible for arranging an appropriate number of staff to attend HOSPITAL application training onsite or via WebEx. COMPANY will include specific number of staff that will be working HOSPITAL accounts based on given volumes.
 - v.3 HOSPITAL reserves the right to revoke access.
 - v.4 All payments will be processed using COMPANY's payment processor.
 - v.4.1 Payment Card Industry compliance is required for all payment transactions.
- c. Assigned accounts will not be co-mingled with other clients.
 - i. Accounts forwarded for legal action on behalf of HOSPITAL will be processed separately from other client accounts.
 - ii. Assigned accounts will not be outsourced to a foreign country.
- d. Compliance.
 - i. To insure HIPAA compliance, HOSPITAL assignments must be maintained separately.
 - ii. Use of demographics for any purpose other than to collect a HOSPITAL account is prohibited.
 - iii. Should any new legislation take effect during the term of this Agreement which necessitates changes to current HOSPITAL collection activities, HOSPITAL will be notified of the changes in writing.
 - iv. COMPANY must be able to demonstrate that appropriate encryption is used to maintain system security.
 - v. COMPANY must be able to demonstrate that all personnel are trained on HIPAA compliance and PHI security.

- e. Interest and Fees.
 - i. The charging of interest on assigned accounts without a court order is expressly prohibited. Court ordered interest will be remitted to HOSPITAL.
 - ii. Assessing fees, with the exception of legal fees as limited in paragraph g herein, is prohibited. This includes, but is not limited to, collection fees, copy fees, attorney fees or any other fees or costs associated with the collection of assigned accounts.
 - iii. Patients will not be charged interest or payment processing fees at any time while the account is in the primary bad debt COMPANY's inventory.
- f. Legal Action.
 - i. The use of a Confession of Judgment (COJ) as an acknowledgement of a debt and a commitment to pay is authorized. It will be limited to the principal amount only.
 - ii. The filing of a COJ in lieu of obtaining a court ordered judgment is prohibited.
 - iii. Authorization to file for legal (Assignment of Account) must be obtained after the account status changes to "Legal Review". COMPANY must provide information regarding tangible assets prior to HOSPITAL authorizing action.
- g. Assessed legal fees to patient (i.e., court costs – filing fees, etc.) will not exceed \$250.00. This fee will be kept by COMPANY.
- h. Demographic and Collection Information Limitations.
 - i. Adhere to EPIC's standard data specs (**Attachment E**).
 - ii. Copies of Conditions of Admission and Financial Statements (COA/FS) will be provided upon receipt of a copy of the dispute letter from the patient/guarantor requesting proof of service. No other copies from a patient's medical or billing records will be provided without receipt of a valid authorization signed by the patient or a legal representative of the patient or a court order. A judge must sign all court ordered requests.
 - iii. Data transfer will be via a secure FTP VPN connector.
 - iv. Data transfer will be via a secure FTP site.
 - v. Collection status changes (i.e., active, inactive, cancelled and returned, referred to legal, etc.) will be updated daily for the FTP site.
 - vi. COMPANY must be able to send and receive emails via TLS encryption to insure strict adherence to patient privacy.
- i. COMPANY Representation/Training.
 - i. Throughout the term of this Agreement, COMPANY will be responsible for the initial and quarterly training of all representatives associated with the collection of HOSPITAL accounts. Mandatory training must include all applicable laws, policies and regulations governing collection practices inclusive of special conditions associated with medical collections.
 - ii. COMPANY must provide HOSPITAL with a detailed plan of representative training activities associated with collection of HOSPITAL's accounts.
 - iii. Designated representatives must be assigned to HOSPITAL accounts.
- j. Call System Requirements.
 - i. COMPANY's call center system must be able to handle high volume calls (greater than 5,000 HOSPITAL calls per month).
 - ii. Call center must be staffed at a minimum of Monday – Friday, 7:30 AM – 6:00 PM Pacific Standard Time excluding holidays.
 - iii. Dialing campaigns must comply with all applicable laws and regulations.
 - iv. All telephone messages must be returned within twenty-four (24) business hours.
 - v. HOSPITAL calls may not be co-mingled with other client calls.
 - vi. HOSPITAL is to be notified as soon as possible of any phone outages, system outages or other unforeseen circumstances that affect HOSPITAL calls.
 - vii. All calls must be recorded for future reference should a complaint or dispute be filed.
- k. Concerns and Disputes Registered by Guarantor.
 - i. COMPANY will be responsible for resolving patient concerns/disputes presented to them in written form within one (1) business day or twenty-four (24) hours from date of concern/dispute. Resolution means either a payment arrangement has been established, payment in full is made, or the account has been referred back to HOSPITAL due to patient complaint or concern surrounding the billed charges.

- ii. COMPANY must be able to provide HOSPITAL with the record telephone conversation upon request.
 - iii. A copy of all correspondence from COMPANY to the patient will be provided to HOSPITAL as needed.
 - iv. COMPANY's failure to respond to written concerns/disputes in the prescribed time could place HOSPITAL at risk. Should this transpire, the offending COMPANY will be considered non-responsive which will void this Agreement.
- l. Medicaid and County Eligibility.
- i. Accounts identified as Medicaid or County eligible must be closed and returned to HOSPITAL along with a billing request form or adjustment, as applicable. Proof of eligibility must accompany the request.
- m. Credit Bureau Reporting.
- i. All undisputed balances will be reported to TransUnion and at least one (1) other major credit bureau at time of second placement unless paid in full or in an acceptable payment arrangement secured with a promissory note or COJ (see paragraph f herein on COJ limitations).
- n. Remittance of Collections.
- i. All collections along with the supporting remittance advice(s) will be remitted to HOSPITAL once (1x) a month as follows:
 - i.1 Monies collected for the month will be remitted within five (5) business days of the start of the following month.
 - ii. A proper remittance includes the electronic update of cash received, a detailed invoice and a remittance check.
 - ii.1 The invoice and remittance check will be delivered to HOSPITAL's Patient Accounting Department by 4:00 PM PST by the due date as described in paragraph i.1 herein.
 - ii.2 Late remittances for reasons beyond COMPANY's control must be justified and acknowledged by HOSPITAL. If COMPANY is demonstrating a pattern of late remittances, it will be considered as non-responsive. (See Note under **Attachment A**, Section 1, Scope of Work)
 - ii.3 HOSPITAL would consider two (2) consecutive, unjustified, late remittances in any given time period or three (3) late remittances in a twelve (12) month period as a pattern.
 - iii. The invoices and remittance checks will be delivered to HOSPITAL's Patient Accounting Department by 4:00 PM PST by the due date as described in paragraph i.1 herein.
 - iv. COMPANY must be able to provide an itemized statement of payments, discount adjustments, contingency amounts and account balances to HOSPITAL's Accounts Payable Department on a monthly basis.
- o. Workflow.
- i. COMPANY will provide a detailed diagram describing the workflow used throughout the entire life cycle of the account from placement to cancellation/return.
 - ii. COMPANY shall make changes to its workflow as directed by HOSPITAL.
- p. Statements.
- i. COMPANY will be responsible for sending all past-due notices to debtors. The cost associated with such notices will be included in the rate proposed by COMPANY.
 - i.1 Contact information on past-due notices will direct the patient to COMPANY's call center.
 - i.2 COMPANY will have all past-due notices and other debtor correspondence approved by HOSPITAL before incorporated into COMPANY's workflow.
- q. Reporting Requirements: HOSPITAL's Patient Accounting System is EPIC. All inbound and outbound file transfers will utilize EPIC's standard file specifications.
- i. HOSPITAL will provide file layouts to COMPANY (refer to **Attachment F**) outlining the files that COMPANY will be required to accept for placements, transactions, cancels, etc.
 - ii. Daily placement files will be sent via FTP from HOSPITAL to COMPANY.
 - iii. Daily transaction files that include payments, adjustments, notes, and other miscellaneous transactions will be sent via FTP from HOSPITAL to COMPANY.
 - iv. Daily deletion files will be sent via FTP from HOSPITAL to COMPANY.
 - iv.1 Bankruptcy Discharges
 - iv.2 Legal Cases
 - iv.3 Approved for Retroactive Medicaid
 - v. Daily acknowledgement of assignments by COMPANY.

- vi. Inventory Report (Weekly).
 - vii. Performance Report (Monthly).
 - viii. Semi-Monthly Remittance Report (Due the 5th and 20th of each month).
 - ix. Twelve (12) Month Summary of Account Status (Monthly).
 - x. Close Report.
 - xi. Cancellation Report (Approved categories):
 - xi.1 Disputed (dispute validated by HOSPITAL)
 - xi.2 Deceased (No assets/No estate)
 - xi.3 Documentation (Charges cannot be validated)
 - xi.4 Wrong Party (Admitting error)
 - xi.5 Guarantor is Minor (Admitting error)
 - xi.6 Suit dismissed (Lost Court Case)
 - xi.7 Client Request (Cancelled by HOSPITAL)
 - xi.8 Bankruptcy (Discharged)
 - xi.9 Welfare Eligible (Clark County/Medicaid)
 - xii. Daily notes files will be required from COMPANY.
- r. Performance Expectations.
- i. Call abandonment rate of less than three percent (3%).
 - ii. Wait times should not exceed two (2) minutes without being offered the option to leave a message.
 - iii. Account notes are required for every action taken on HOSPITAL accounts including automated dialing campaign logs.
 - iii.1 COMPANY must be able to provide a file of notations in an agreed upon format for upload to HOSPITAL's system.
 - iii.2 Note files will be transmitted daily via FTP.
- s. Contacts.
- i. COMPANY must be able to identify a point person for Information Services issues.
 - ii. Provide a point person for FTP login.
 - iii. Designate a contact for dispute resolution and information requests related to concerns or complaints.
 - iv. Designate a liaison person for client service.
- t. Terms and Pricing.
- i. Terms and pricing will remain in effect for the duration of this Agreement including the extension options.
- u. Standards.
- i. HOSPITAL expects that COMPANY will strictly adhere to the Fair Debt Collection Practices Act and all applicable Federal and State laws related to billing and collections. Standards of quality customer service and respect for human dignity will be maintained at all times when dealing with HOSPITAL's customers/patients.
 - ii. The responsibility for effectively training COMPANY representatives regarding customer service expectations, the provisions of the Fair Debt Collection Practices Act and the U.S. Bankruptcy Code relating to the collection of debts rests exclusively with COMPANY (see Note under **Attachment A**, Section 1, Scope of Work).
 - iii. COMPANY will conduct business in a manner that supports HOSPITAL's mission, vision and core values.
 - iv. Compliance with all 501(r) regulations (specifically pertaining to Extraordinary Collection Actions).
 - v. Customer Service Standards:
 - v.1 HOSPITAL expects that COMPANY will provide quality customer service to the patients upon each contact.
 - v.2 All patient inbound inquiries will have a twenty-four (24) hour or one (1) business day, whichever is less, turnaround time.
 - vi. COMPANY will ensure that 100% of inbound and outbound call activity is recorded and retrievable by HOSPITAL within twenty-four (24) business hours of the initial request.
3. **Ownership of Records:** All documents and data made available by HOSPITAL to COMPANY hereunder shall remain the property of HOSPITAL.

**ATTACHMENT B
FEE SCHEDULE**

1. Fees/Invoices:

HOSPITAL agrees to pay COMPANY the following contingency rates:

- **Commission on collections between day 121 to day 240** **11%**
- **Commission on collections between day 241 to day 1095** **14%**
- **Legal action (only applies when approved lawsuit is filed)** **19%**
 - For larger balance accounts of \$5,000 and greater

2. COMPANY has the following alphabet timeline:

- **Day 121 to 240:**

COMPANY gets M – Z accounts.

COMPANY is given four (4) months to collect on or establish the accounts on a payment plan.

- **Day 241 to 1095:**

COMPANY gets A – L accounts.

On day 241, the awarded Collection Agencies will exchange their inventory (refer to **Attachment A**, Section 1.c). COMPANY will have from day 241 through 1095 (about two [2] years and four [4] months) to collect on that inventory or set up a payment plan.

- **Day 1095:**

If no payment arrangement has been established at that time with an account, then such account(s) will be returned to HOSPITAL and will be labeled as "uncollectable Bad Debt".

ATTACHMENT C

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: HOSPITAL requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. COMPANY's insurance shall be primary as respects to HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Attachment, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.

Workers' Compensation: COMPANY shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

Additional Insurance: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.

Damages: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL, caused in whole or in part by COMPANY, their subcontractors or anyone employed, directed or supervised by COMPANY.

Cost: COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by COMPANY's Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) COMPANY's name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



CMREFIN-01

JH914068

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0B29370 Edgewood Partners Insurance Center P.O. Box 7072 Pasadena, CA 91109		CONTACT NAME: PHONE (A/C, No, Ext): (626) 795-9000 FAX (A/C, No): (626) 577-8940 E-MAIL ADDRESS:		
INSURED CMRE Financial Services Inc. 3075 E. Imperial Highway, Suite 200 Brea, CA 92821		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Federal Insurance Company		20281
		INSURER B : Redwood Fire & Casualty Insurance Company		11673
		INSURER C : Evanston Insurance Company		35378
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		35809589WCE	8/15/2019	8/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			74994855	8/15/2019	8/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			79842270	8/15/2019	8/15/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CMWC035568	9/8/2019	9/8/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			EO873263	11/1/2018	3/1/2020	Each Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
University Medical Center of Southern Nevada, its officers, employees and volunteers where required by written contract are named as Additional Insured for General Liability per Form #80-02-2367 attached.

CERTIFICATE HOLDER

CANCELLATION

University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, NV 89102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Endorsement

Policy Period AUGUST 15, 2019 TO AUGUST 15, 2020

Effective Date JANUARY 8, 2020

Policy Number 3580-95-89 WCE

Insured CMRE FINANCIAL SERVICES INC

Name of Company FEDERAL INSURANCE COMPANY

Date Issued JANUARY 14, 2020

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS,
NV 89102

All other terms and conditions remain unchanged.

Authorized Representative



**ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective the 26th of February, 2020, 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 **CMRE Financial Services, Inc.**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

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

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of

the Parties), or upon request of Covered Entity, whichever occurs first, 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:

By: _____

Mason VanHouweling

Printed Name

Chief Executive Officer

Title

BUSINESS ASSOCIATE:

By: Sandy Lawrence

SANDY LAWRENCE

Printed Name

PRESIDENT

Title

3075 E. IMPERIAL HIGHWAY, SUITE 200

Address

BREA, CA 92621

City/State/Zip

**ATTACHMENT E
STANDARD EPIC FILE SPECIFICATIONS**

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
ADJUSTMENTS	
Column Name	Value

Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	

Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

**ATTACHMENT F
VENDOR FILE FORMAT SPECIFICATIONS**

A. Vendor File Format Specifications – Dialer

This document outlines the data fields, naming convention, and transmission schedule of a 'dialer' file to be used for purposes of account audits. The file is to contain a complete log of all calls (dialer/manual or inbound/outbound) made or received by a vendor within twenty-four (24) hours of the date the file was generated. The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it is available.

Data fields:

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier
4	Event Date	Date of last contact (contact defined as last call – i.e., inbound, outbound, manual or dialer, etc.) Format: mm/dd/yyyy
5	Event Type	Description of follow-up touch – including all calls. Examples: - Automated outbound call - Manual outbound call - Inbound call
6	Call Start Time	Time Call began Format: HH:mm:ss:SSS (hour, minute, second, millisecond) <i>i.e., 18:45:12.000</i>
7	Call End Time	Time Call ends Format: HH:mm:ss:SSS (hour, minute, second, millisecond) <i>i.e., 18:45:12.000</i>
8	Call Duration	Total Time on Call Format: HH:mm:ss:SSS (hour, minute, second, millisecond) <i>i.e., 18:45:12.000</i>
9	Collector ID	Id or Name of collector making or receiving the call
10	Call Connected Indicator	If call connected enter 'Connected' if not 'No Connection'
11	Facility	Name of facility for main hospital

Data field notes:

- If a guarantor number is provided in the inventory file, make sure to include on the dialer file.
- Medical Record No. to be included only if different from Guarantor No.
- If abbreviations are used in the event type field, provide a dictionary describing *all* event types.
- *All column headers need to be included even if the columns do not contain data.*

Naming convention:

mmddyy_hospital_Facility_vendor_Dialer

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>facility</i>	=	Facility name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

Transmission schedule:

A new file is to be uploaded to the Healthfuse secure FTP site each day. It is recommended that the transmission process be automated, if possible. The details of the secure FTP site will be provided separately.

If this is the first time you are providing a dialer file, this initial file must contain at least 150 days of past follow-up activity (6 months/180 days if Bad Debt Vendor)

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

B. Vendor File Format Specifications – Invoice Detail File

This document outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it is available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in **BOLD** are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency Format: mm/dd/yyyy
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the Hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))

16	Facility	Name of facility for main hospital
----	----------	------------------------------------

Data field notes:

- All column headers need to be included even if the columns do not contain data

File naming convention:

mmddyy_hospital_Facility_vendor_Invoice

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>facility</i>	=	Facility name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

C. Vendor File Format Specifications – Inventory – Early-Out Self-Pay Bad Debt (EOSP/BD)

This document outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it is available.

File data fields:

Attributes in **BOLD** are required for set up, remaining attributes need to be added within ninety (90) days.

Field	Attribute	Description
1	Account No.	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor No.	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record No.	Patient's unique medical record identifier
4	Placed Date	Date of initial placement Format: <i>mm/dd/yyyy</i>
5	Last Pay Date	Date of last payment Format: <i>mm/dd/yyyy</i>
6	Status	Current account status -- including but not limited to the following examples: • Pay Plan • Deceased • Bankrupt • Dispute • Found Insurance
7	Placed Balance	Account balance at date of placement Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
8	Current Balance	Current account balance Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)

9	Current Guarantor Balance	Current guarantor balance Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
10	Account Type	Pure self-pay (PSP), Balance after insurance (BAI)
11	Guarantor Address	Guarantor street address
12	Guarantor City	City i.e., Milwaukee, Minneapolis, etc. (City should be spelled out/not abbreviated)
13	Guarantor State	State i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Primary Insurance	Name of primary insurance carrier
20	Secondary Insurance	Name of secondary insurance carrier
21	Last Payment Amount	Last payment amount Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
22	Last Payment Payer	i.e., 'Self-Pay', 'Blue Cross', etc.
23	Last Call Date	Date of last call Format: mm/dd/yyyy
24	Last Note Date	Date of last note Format: mm/dd/yyyy
25	Guarantor Last Name	Guarantor last name
26	Guarantor DOB	Guarantor date of birth Format: mm/dd/yyyy
27	Assigned Collector	Name or ID shown in vendor system
28	Assigned Work queue	Name of queue, queue number or both
29	Action Result Code of Last Call Date	i.e., 'TR-LM' for telephone residence left message, etc.
30	Payment plan amount	Amount patient/debtor agreed to pay Format: Up to 12 Char + "." + 2 Char (ex. 2000.16)
31	No. statements sent	Total number of statements sent per account (not by guarantor)
32	Next Payment Due Date	Date of next payment due Format: mm/dd/yyyy
33	Patient DOB	Patient date of birth Format: mm/dd/yyyy
34	Facility	Name of facility for main hospital

Data field notes:

- Medical Record No. to be included only if different from Guarantor No.
- Provide separately: status code dictionary containing *all* status codes.
- The account type is not applicable if the account is in bad debt status.
- *All column headers need to be included even if the columns do not contain data.*

File naming convention:

mmddyy_hospital_Facility_vendor_Inv

<i>mmdyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>facility</i>	=	Facility name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

Transmission schedule:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden or extra rows** should be above the column headers. **No merged or hidden rows or columns.**

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other
Business Designation Group (Please select all that apply)						
☐ MBE Minority Business Enterprises	☐ WBE Women-Owned Business Enterprises	☐ SBE Small Business Enterprises	☐ PBE Physically Challenged Business Enterprises	☐ VET Veteran Owned Business	☐ OVET Disabled Veteran Owned Business	☐ ESB Emerging Small Business
Number of Clark County Nevada Residents Employed: <u>1</u>						
Corporate/Business Entity Name:		CMRE Financial Services, Inc.				
(Include d.b.a., if applicable)						
Street Address:		3075 E. Imperial Highway, Suite 200		Website:		cmrefsi.com
City, State and Zip Code:		Brea, CA 92807		POC Name:		phixon@cmrefsi.com
Telephone No.:		(800) 462-6341 x121		Email:		
Nevada Local Street Address:				Website:		
(If different from above)				Local Fax No.:		
City, State and Zip Code:				Local POC Name:		
Local Telephone No.:				Email:		

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations or non-profit organizations)
Sandy Lawrence	President	15.33%
Joy Nixon	Executive VP	16.33%
Patrick Nixon	VP Sales/Marketing	16.33%
Andrea Parr	Secretary of Board	10.00%

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

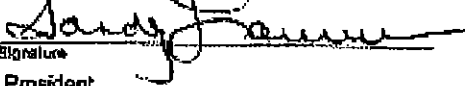
1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

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

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

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

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


Signature

President

Sandy Lawrence

Print Name

09/04/2019

Date

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

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 10
Recommendation: That the Governing Board approve the recommendation from the Clinical Quality and Professional Affairs Committee to approve the UMC Policy and Procedures Committee's additions, revisions and retirement of organizational policies and procedures, and the UMC Quality and Patient Safety Committee's evaluation of UMC patient care and service contracts, as measured against established performance standards.		

FISCAL IMPACT:

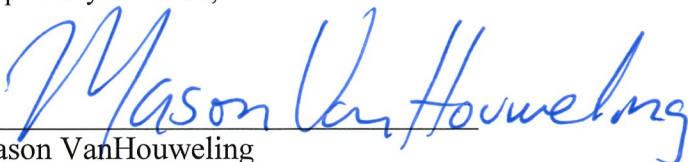
None

BACKGROUND:

None

Page 147 of 183

Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

10

CONTRACTS

Contract ID	Vendor	Contract	Met Performance Standards? Yes / No	Date of Evaluation
613884	Robert Futoran, MD	Agreement for Physician Professional Services for Gynecologic Oncology	Yes	1/7/2020
676632	American Sign Language Communication	Service Agreement for American Sign Language Interpreters	Yes	1/10/2020



INTEROFFICE MEMO

To: Medical Executive Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: November 22, 2019 Committee Meeting- Policy Revisions /Additions /Deletions
Date: December 11, 2019

As part of our regular policy review, the attached policies have been reviewed and updated by necessary hospital leaders/experts in order to reflect current regulatory rules and industry standards. A summary of the changes to each policy is included below. **There were seventeen (17) policies retired/archived: 4 Clinical and 13 Ambulatory.**

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Travel/Education Authorization and Reimbursement</u>	Revision	Hospitalwide	Modified in which business travel/education has to be approved by COO and paid by requestor(s) prior to traveling. Rental cars must carry liability insurance through the rental car vendor and not through their personal automobile insurance liability coverage. Local request within Clark County must be received at least forty-five (45) days and sixty (60) days for non-local travel prior to the requested leave date.
<u>Screening Stabilization and Transfer of Individuals with Emergency Medical Conditions (EMTALA)</u>	Revision	Hospitalwide	Modified reference delineates bylaws and federal requirements under the Emergency Medical Treatment and Labor Act (EMTALA), updated signage.
<u>Spoken and Sign Language Interpreter/Translation</u>	Revision	Hospitalwide	Modified definitions with references. Assures the written informed consent is

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			in the language spoken by the patient or translated for the patient in his/her preferred language.
Notice of Privacy Practice (NOPP)	Revision	Hospitalwide	Modified verbiage to assure compliance with UMC's Joint Notice of Privacy Practices in accordance with HIPAA
<u>Photography, Recordings and Mobile Device Use Policy</u>	Revision	Hospitalwide	Outline on use of photography, recordings and mobile device use in alignment with regulatory/federal laws (HIPAA). Devices must be authorized or UMC issued.
Blood and Blood Products Transfusion	Revision	Clinical Services	Modified verbiage and updated EPIC practices. Transfusions must start before blood product expiration and be completed within four (4) hours (Transfusion Time Limits)
<u>Transplant Organ Check-In Process</u>	Revision	Clinical Services	Policy to assure compatibility, communication and validation are correct on the arrival of UNOS organs for transplant.
<u>Indwelling – Insertion Care & Maintenance of; Intermittent Catheterization/Bladder Scanner Use</u>	Revised	Clinical Services	Established evidence based guidelines for placement, maintenance and to allow prompt removal for indwelling urinary catheter. Also, guideline for use of bladder scanner/intermittent catheterization.
<u>Adult Nursing Lactic Acid Protocol Order for Early Sepsis Identification</u>	New	Clinical Services	Sepsis protocol to improve early identification and outcomes of patients with sepsis and septic shock using evidence based Sepsis Predictive Model. Page 50006f5983
<u>Neonatal Skin Assessment and Care</u>	Revision	Hospitalwide/Perinatal	Guideline to assure Neonatal population will be assessed for skin integrity and risk factors on admission and every shift.
<u>Glucose Gel in the Newborn</u>	New	Hospitalwide/Perinatal	Glucose gel protocol for treatment of hypoglycemia in infants 35 weeks or greater to assist in reducing

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			admissions of newborns to the NICU with hypoglycemia.
<u>Gastrostomy Tube Care</u>	Revision – Vetted through Surgical Committee	Hospitalwide/Perinatal	Guideline to assure effective, safe gastrostomy care to assist with prevention of infections & skin irritation.
<u>Pediatric Unit – Standards of Care</u>	Revision	Hospitalwide/Pediatrics	Adoption of ANA standards of care for pediatric patient population.
<u>PICU – Standards of Care</u>	Revision	Hospitalwide/Perinatal	Adoption of ANA standards of care for PICU patient population.
<u>Medication Management Process – Cytotoxic and Antineoplastic Medications: Oral Medications in the Treatment of Cancer and Other Non-Oncology Diagnoses</u>	Revision	Hospitalwide/Clinical/Oncology	Modified verbiage, expansion of scope and updated reference(s) in compliance with all regulatory bodies – ASCO, NIOSH, USP 800.
<u>Medication Management Process – Cytotoxic and Antineoplastic Medications: Chemotherapy/Biotherapy Intravenous, Intrathecal and other Parenteral/Injectable Administration and Instillation</u>	Revision	Hospitalwide/Clinical Services/Oncology	Modified verbiage, process & updated references – TJC time out process, NIOSH & USP 800.
<u>Perioperative Cytotoxic/antineoplastic Management and Administration</u>	Revision Intra-operative Chemotherapy Administration (old title)	Hospitalwide/Clinical Services/Oncology	Modified title, verbiage, process change & updated references – ONS, NIOSH & USP 800.
<u>Intraperitoneal (IP) Chemotherapy Administration</u>	Revision	Hospitalwide/Clinical Services/Oncology	Modified process, expansion of scope & updated references – ONS, NIOSH & USP 800.
<u>Chemotherapy/Biotherapy/Immunotherapy, RN., Certification/Recertification Process</u>	Revision	Hospitalwide/Clinical Services/Oncology	Modified definitions, additional competencies and updated references – ASCO/ONS. COC Standard 2.0, ASCO/ONS.
<u>Patient Education and Informed Consent to Administer Chemotherapy/Biotherapy/Immunotherapy Agents</u>	Revision	Hospitalwide/Clinical Services/Oncology	Modified definitions, added other chemo consent & updated references – ASCO/ONS.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Documentation of Chemotherapy/Biotherapy/Immunotherapy Administration</u>	Revision Documentation of Chemotherapy/Biotherapy Administration (old title)	Hospitalwide/Clinical Services/Oncology	Modified definitions, policy title change and updated references – ASCO/ONS.
<u>Safe Handling of Cytotoxic/Antineoplastic Drugs</u>	Revision Safe Handling of Cytotoxic Agents (old title)	Hospitalwide/Clinical Services/Oncology	Modified definitions, policy title change and updated references – NIOSH, ONS & USP 800.
<u>Cancer Risk Assessment and Genetic Testing/Counseling Referral</u>	Revision	Hospitalwide/Clinical Services/Oncology	Modified process and updated reference – ACoS CoC Standard 2.3.

Reference/Acronym Legend:

ANA = Amer. Nurses Association

ASCO = American Society of Clinical Oncology

ACoS = Amer. College of Surgeons

EMTALA = Emergency Medical Treatment and Labor Act

HIPAA = Health Insurance Portability Accountability Act

NIOSH = National Institute for Occupational Safety and Health

ONS = Oncology Nursing Society

TJC = The Joint Commission

UNOS = United Network for Organ Sharing

USP 800 = United States Pharmacopeia - General Chapter <800> Hazardous Drugs –

Handling in Healthcare Settings to be implemented December 2019

Hospital Policy/Procedure Agenda Supplement – November 22, 2019

Retire/Archive Policy Grid

Policy	Dept	Reason
ECMO Guidelines for Transport V2 – NICU .105	NICU	No longer part of practice
Medical Screening Examination – 13.04	Emergency	Refer to Hospitalwide Screening Stabilization & Transfer of Individuals with Emergency Medical Conditions - Duplicate
EMTALA – Transfer of Patients – L & D	L & D	Combine into Stabilization & Transfer of Individuals with Emergency Medical Conditions
Criteria for Defining Healthcare (HAI) – IC 2.1	Infection	Duplicate
Infection Control Practices in the UMC Ambulatory Care Centers - AC-6.00	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Scanning LWBS (Left Without Being Seen) Visits Policy - AC-1.53	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Ambulatory Care Scanning Protocol	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Child Abuse and Neglect with letter Heading	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Creation and Maintenance of Medical Record in Primary/Quick Care Centers	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Direct Admission of Ambulatory Care Patients to UMC Hospital	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Identification of Pathological Specimens	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Infection Control Practices in the UMC Ambulatory Care Centers	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Medication Reconciliation	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Laboratory Personnel Lab Coat	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Review and Reporting of Laboratory Procedures	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Tissue Removal During Minor Surgical Procedures	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Transport of Blood Specimens to UMC	Ambulatory	Refer to Hospitalwide Policy - Duplicate



INTEROFFICE MEMO

To: Medical Executive Committee
From: Stephanie Wright, Regulatory Compliance Manager/
Hospital Policy and Procedure Committee
Subject: January 22, 2020 Committee Meeting- Policy Revisions /Additions /Deletions
Date: January 24, 2020

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

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
Use of Restraints	Revision	Hospitalwide	Modified/revise to add APRNs for ordering restraints and that the order is daily versus 24 hours.
Fall Assessment & Prevention	Revision	Hospitalwide	Modified/Revised verbiage to notification of family to legal representative as allowed by law. There's a combination of alerts as yellow stars/ documentation on the checklist outside the patient room and call light system. In addition, a risk indicator with changed guideline to appendix.
Just Culture	Revision	Hospitalwide	Modified/revise in coordination with the Hospitals Safety Plan with updated Just Culture

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			Algorithm which assists in a consistent, fair, systematic approach to managing behaviors that facilitate a culture that balances a non-punitive learning environment with equal importance to accountability for their actions.
<u>Accounting for Expired, Obsolete & Damaged Goods</u>	New	Hospitalwide	New guideline in regards to proper accountability and tracking of expired, obsolete and damaged supplies/items. Supplies are to be removed from inventory one month before expiration. All removed items are to be documented appropriately on the Expired and Obsolete Worksheet to assist with analyzing & ordering only what is needed.
<u>Informed Consent</u>	Revision	Hospitalwide	Modified/revised language in which Guardianship papers are to be reviewed by Social Services or Risk Management. Definitions of Emancipated minor and Domestic partnership added.
<u>Capacity Management Plan</u>	Revision	Hospitalwide	Modified verbiage to add "No diversion of trauma/STEMI patients and ODA to ODA/Navigator. Verbiage change was a request by Amer. College of Cardiology (ACC) Surveyor.
<u>Influx of Infectious Patients Plan</u>	Revision	Hospitalwide/Infection Control	Modified to support Emergency Preparedness/ updated attachments to be aligned with CDC.
<u>Parking</u>	Revision		Modified to include the online IParq Parking

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
		Hospitalwide/Public Safety	System in which all employees, students, vendors and contractors must purchase parking permits for each owned vehicle. All non-registered vehicles will be ticketed, booted or towed at owners' expense. Violation(s) may be appealed on line. IParq will be enforced starting December 1, 2019
<u>Terminal Cleaning: Operating, Invasive & Procedural/Restricted Areas</u>	New	Hospitalwide/EVS	New policy to establish a clean and sanitary environment for patients treated in the operating/procedure suite and following any infectious procedure in any patient or public area. To minimize the exposure risk and comply with TJC and AORN regulatory standards/guidelines Includes EPA registered disinfectants and the use of terminal logs.
<u>Physician Owned Distributorship</u>	New	Hospitalwide/Corporate Compliance/Contracts & Materials Mgmt	Policy to be aligned with the Office of Inspector General in which it identified a strong potential for improper inducements between and among physicians who invest in distributors of medical devices, the entities in which they invest, and providers that purchase devices from entities with physician investors. This policy ensures that UMC does not purchase the items designated in this policy from Physician-Owned

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
			Distributorships (POD) except as permitted.
<u>Cardiac Exercise Stress Test</u>	Revision	Hospitalwide/Clinical Services	Modified to meet Amer. College of Cardiology (ACC) regulatory standards. Changed from a policy to a guideline.
<u>Adult Tracheostomy Care</u>	Revision	Clinical/Respiratory	Revised to include trach care and responsibilities.
<u>Adult Organ Donation</u>	Revision	Hospitalwide	Revised to outline consistent processes and standards for organ donation following cardiac death (CDC) and donation following brain death which cannot be declared by Residents. Organ donation is facilitated by the Organ Procurement Organization (Nevada Donor Network),
<u>Anesthesia with Burn Activation</u>	Revision	Clinical Services	Procedure, if a burn activation comes in requiring immediate operative intervention. This is in response to the regulatory action plan for the most recent Burn Survey and is aligned with the Amer. Burn Association.
<u>Autopsy</u>	Revision	Clinical Services	Modified with verbiage change to On Duty Administrator (ODA)/designee
<u>Cross Coverage for Vacating Physicians</u>	Revision	Ambulatory	Revised to assure messages requiring urgent attention are brought to the attention of the covering physician of record.
<u>Emergency Care of Eye Injuries</u>	Revision	Ambulatory	Modified/revised to a protocol to give Advanced Practice Providers authorization to remove foreign bodies from eye or orbital area.

POLICY NAME	REVISION/NEW/RETIRED	OWNER	SUMMARY
<u>Ambulatory Care Radiology Orders and Reporting</u>	Revision	Ambulatory	Revised to incorporate practice change due to EPIC.
<u>Early closure of Offsite Clinics</u>	Revision	Ambulatory	Revised to include all Ambulatory Care sites including: Occupational Medicine/Worker's Compensation/Wellness Clinics and who should be contacted in the event of early closure.

Hospital Policy/Procedure Agenda Supplement – January 22, 2020

Retire/Archive Policy Grid

Policy	Dept	Reason
Ear Irrigation	Ambulatory	Refer to Hospitalwide Policy - Duplicate
SVN Therapy	Ambulatory	Refer to Hospitalwide Policy - Duplicate
EKG Procedures Training for Offsite Ambulatory Services	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Pelvic Exam	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Suture Staple Removal	Ambulatory	Refer to Hospitalwide Policy - Duplicate
Criteria for Defining Healthcare Associated Infections	Infection	Refer to Hospitalwide Policy - Duplicate
Wound Checks in the Adult Emergency Dept	Emergency	Refer to Hospitalwide Policy - Duplicate
ASU – OR History & Physical	OR Services	Refer to Hospitalwide Policy - Duplicate

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

Issue: Approve the Fiscal Year 2020 COLA agreement between UMC and the International Union of Operating Engineers, Local 501 AFL-CIO	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 11
Recommendation: That the Governing Board recommend for approval to the Board of County Commissioners, sitting as the Board of Hospital Trustees for University Medical Center of Southern Nevada (“UMC”), the Fiscal Year 2020 Cost of Living Adjustment (“COLA”) agreement between UMC and the International Union of Operating Engineers, Local 501 AFL-CIO. <i>(For possible action)</i>	

FISCAL IMPACT:

Fund Number: 5420.00	Fund Name: UMC Operating
Fund Center: University Medical Center	Funded Pgm/Grant: N/A
Description:	
Bid/RFP/CBE: N/A	
Term: N/A	
Amount: \$60,368.00 for the 2.5% COLA	
Out Clause: N/A	

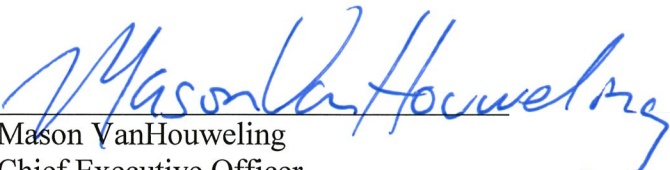
BACKGROUND:

This COLA increase was reviewed by the Governing Board Human Resources and Executive Compensation Committee at its February 25, 2020, meeting and recommended for approval by the Governing Board.

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Respectfully submitted,

Cleared for Agenda
February 26, 2020


Mason VanHouweling
Chief Executive Officer

Agenda Item #

11

Supp. to contract
2-13-20
6910

ARTICLE 16
CLASSIFICATIONS AND WAGE RATES

1. Wages:

(a) The following job classifications and corresponding hourly wage rates are hereby established:

Classifications 7/1/19

Maintenance Engineer 2.5% increase in cola

Additionally, in recognition of the support bargaining unit members provided to the Employer, and the community on 5-15-2009 by voluntarily reducing their wage package by 2% from their previously bargained for scheduled increase that would have taken effect on July 1, 2009 during the economic downturn "in an effort to support the efforts of University Medical Center to provide the best qualified care to its patients" the Employer is returning such wage concession to the bargaining unit with an additional 2% cola increase effective as of 7/1/2019.

STRIKE

Tentative Agreement

Page 161 of 183

FOR THE EMPLOYERS
University Medical Center

Kurt Houser Date
Chief Human Resources Officer

FOR THE UNION
Operating Engineers, Local 501

Rick Elle Date
Business Agent/Organizer

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

Issue:	Receive Education on UMC's Health Information Management (HIM)	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 12
Recommendation: That the Governing Board receives an educational presentation on UMC's Health Information Management (HIM). <i>(For possible action)</i>		

FISCAL IMPACT:

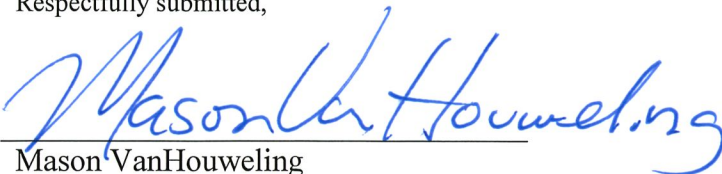
None

BACKGROUND:

The Governing Board will receive an education presentation from Teresa Costa, Director of Health Information Management on UMC's Health Information Management operations.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

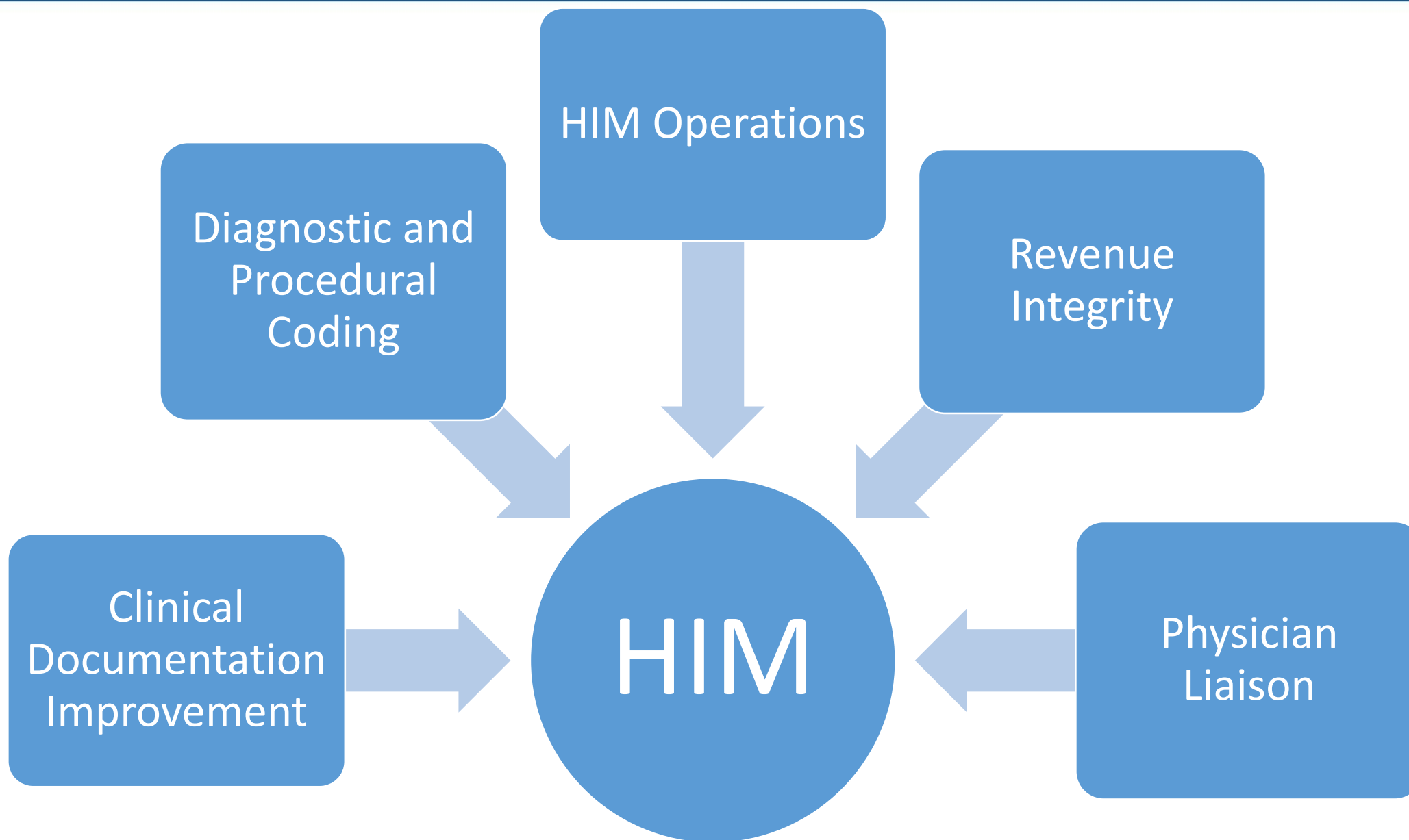
Cleared for Agenda
February 26, 2020

Agenda Item #

12

HEALTH INFORMATION MANAGEMENT

Terri Costa, MHA, RHIA, CHPS, CDIP, CPHQ, CHDS
Director, Health Information Management
February 20, 2020



HIM ROLE

- Custodian of Records
- Provide regulatory oversight and day-to-day management of patient records and protected health information (PHI)
- Responsible for the quality, integrity, and protection of PHI
- Provides oversight for The Joint Commission, Record of Care
- HIM Leadership
 - Over 100 years of HIM professional experience
 - Credentialed by American Health Information Management Association (AHIMA)
 - Manage 65 HIM Staff
 - Employee engagement initiatives

HIM OPERATIONS

Legal Medical Record

- Scanning
- Chart Correction
- Chart Merge
- Release of Information
- Forms Management
- Patient Request for Medical Record Amendment
- Identity Theft
- Epic MyChart

Physician Liaison

- Daily management of Doctors' Chart Room
- Deficiency Management
- Suspension
- Physician activity/case logs
- IRB studies
- Physician Education
- Transcription
- Speech Recognition
- Death Certificates

Coding

- Diagnostic and procedural coding
- Facility and professional fee for all service lines
- Code audit to assure regulatory compliance
- Facilitates code and billing edits
- Closely tied to Revenue Integrity, Clinical Documentation Improvement, and Billing

Clinical Documentation Improvement

- Medical record reviews to assist physicians with complete and accurate documentation
- Provide physician education
- Attend physician meetings, resident didactic sessions, and hospital rounding
- 1:1 physician education as needed
- Physician orientation and onboarding
- New resident onboarding education

Revenue Integrity

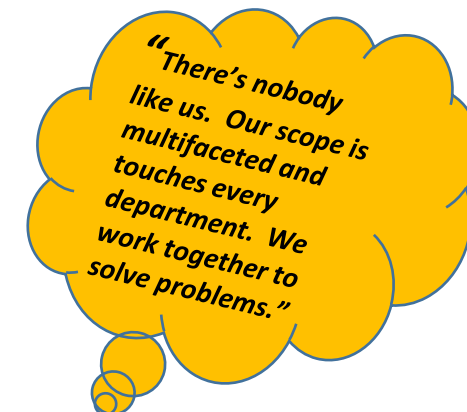
- Oversight of chargemaster and charging compliance
- Charge capture initiatives for new, revised, and missed opportunities
- Oversight of Craneware tool and integration with Epic
- Provide charging education and workflow support for all service lines





2019

UMC DEPARTMENT OF THE YEAR FOR EXCELLENCE
HEALTH INFORMATION MANAGEMENT



- First department at UMC to implement Lean Daily Management metrics to improve efficiency and workflow.
- Expanded HIM footprint; assumed leadership role in Epic initiatives and providing education on legal medical record requirements.
- Established working relationship with UNLV leadership to support resident education and documentation workflows.
- Established working relationship with medical staff leadership toward improved physician satisfaction, expansion and delivery of physician education, and better alignment with clinical documentation improvement initiatives.



HIM 2020 INITIATIVES

- Bottomline Technologies (electronic forms, electronic signatures, form integration with mobile devices)
- Solarity (supports scanning and centralized indexing through use of artificial intelligence)
- 3M 360 (includes computer-assisted coding, and advanced query and auditing)
- Expansion of MModal speech recognition (for physician use in conjunction with offsite access)
- Assume oversight of Revenue Integrity, chargemaster, Craneware tools

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

Issue:	Report from Governing Board Strategic Planning Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 13
Recommendation: That the Governing Board receive a report from the Governing Board Strategic Planning Committee and take any action deemed appropriate. <i>(For possible action)</i>		

FISCAL IMPACT:

None

BACKGROUND:

The Governing Board will receive a report on the February 6, 2020 Governing Board Audit and Finance Committee meetings.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

13

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

Issue:	Report from Governing Board Clinical Quality and Professional Affairs Committee	Back-up:
Petitioner:	Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 14
Recommendation: That the Governing Board receive a report from the Governing Board Clinical Quality and Professional Affairs Committee and take any action deemed appropriate. (<i>For possible action</i>)		

FISCAL IMPACT:

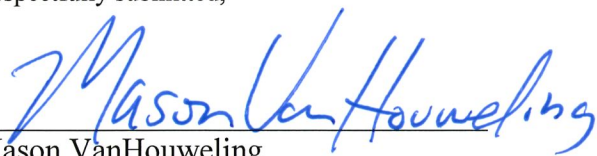
None

BACKGROUND:

The Governing Board will receive a report on the February 10, 2020 Governing Board Clinical Quality and Professional Affairs Committee meeting.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

14

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

Issue: Report from Governing Board Audit and Finance Committee	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 15
Recommendation: That the Governing Board receive a report from the Governing Board Audit and Finance Committee and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

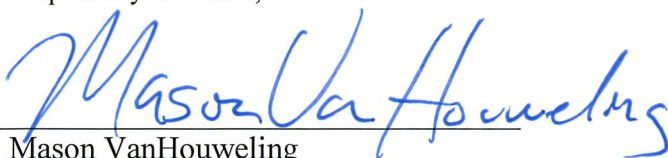
None

BACKGROUND:

The Governing Board will receive a report on the February 19, 2020 Governing Board Audit and Finance Committee meetings.

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Respectfully submitted,


Mason VanHouweling

Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

15

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

Issue: Monthly Financial Report for January FY20 Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 16
Recommendation: That the Governing Board receive an update on the monthly financial report for January FY20, and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

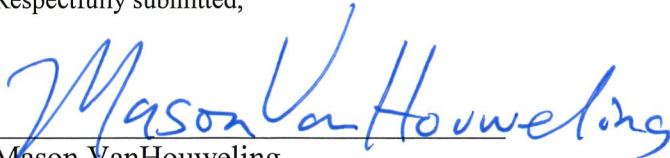
None

BACKGROUND:

The Governing Board will receive an update from Jennifer Wakem, Chief Financial Officer of University Medical Center of Southern Nevada.

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

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January 2020 Financials

KEY INDICATORS- JAN

Current Month	Actual	Budget	Variance	%	Prior Year	%
APDs	17,011	16,721	290	1.73%	16,294	4.40%
Total Admissions	1,876	2,084	(208)	(9.98%)	2,068	(9.28%)
Observation Cases	1,315	1,466	(151)	(10.30%)	1,466	(10.30%)
AADC	549	539	10	1.86%	526	4.37%
ALOS (Admits)	5.67	5.43	0.24	4.42%	5.39	5.19%
ALOS (Obs)	1.53	1.64	(0.11)	(6.43%)	1.64	(6.43%)
Hospital CMI	1.75	1.79	(0.04)	(2.23%)	1.79	(2.23%)
Medicare CMI	1.99	2.18	(0.19)	(8.72%)	2.18	(8.72%)
IP Surgery Cases	712	791	(79)	(9.99%)	791	(9.99%)
OP Surgery Cases	497	563	(66)	(11.72%)	563	(11.72%)
Total ER Visits	10,469	9,573	896	9.36%	10,027	4.41%
ED to Admission	7.13%	-	-	-	7.66%	(6.92%)
ED to Observation	12.19%	-	-	-	15.45%	(21.10%)
ED to Adm/Obs	19.31%	-	-	-	23.10%	(16.40%)
Quick Cares	20,214	20,521	(307)	(1.50%)	18,320	10.34%
Primary Care	5,591	6,715	(1,124)	(16.74%)	5,931	(5.73%)
Deliveries	142	-	-	-	159	(10.69%)

SUMMARY INCOME STATEMENT - JAN

REVENUE	Actual	Budget	Variance	% Variance	
Total Net Revenue	\$55,039,746	\$59,812,658	(\$4,772,912)	(7.98%)	↓
Net Patient Revenue as a % of Gross	17.54%	18.90%	(1.36%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$55,951,472	\$60,755,763	\$4,804,291	7.91%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$911,726)	(\$943,105)	\$31,379	3.33%	↑
Add back: Depr & Amort.	\$1,843,577	\$1,874,568	\$30,991	1.65%	↑
Tot Inc from Ops plus Depr & Amort.	\$931,851	\$931,464	\$388	0.04%	↑

SUMMARY INCOME STATEMENT – YTD JAN

REVENUE	Actual	Budget	Variance	% Variance	
Total Net Revenue	\$393,155,414	\$396,891,657	(\$3,736,243)	(0.94%)	↓
Net Patient Revenue as a % of Gross	18.01%	18.92%	(0.91%)	-	
EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	\$399,812,510	\$406,016,876	\$6,204,366	1.53%	↑
INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	(\$6,657,096)	(\$9,125,219)	\$2,468,123	27.05%	↑
Add back: Depr & Amort.	\$13,002,425	\$13,044,769	\$42,344	0.32%	↑
Tot Inc from Ops plus Depr & Amort.	\$6,345,329	\$3,919,550	\$2,425,779	61.89%	↑

SALARY & BENEFIT EXPENSE – JAN

	Actual	Budget	Variance	% Variance
Salaries	\$22,625,451	\$24,693,309	\$2,067,858	8.37% 
Benefits	\$11,057,593	\$11,581,415	\$523,822	4.52% 
Overtime	\$724,878	\$1,079,186	\$354,308	32.83% 
Contract Labor	\$257,839	\$104,294	(\$153,546)	(147.22%) 
TOTAL	\$34,665,761	\$37,458,204	\$2,792,443	7.45% 

EXPENSES - JAN

	Actual	Budget	Variance	% Variance	
Professional Fees	\$3,548,164	\$3,683,359	\$135,195	3.67%	↑
Supplies	\$8,083,847	\$9,601,465	\$1,517,618	15.81%	↑
Purchased Services	\$5,112,538	\$5,466,188	\$353,650	6.47%	↑
Depreciation & Amortization	\$1,843,577	\$1,874,568	\$30,991	1.65%	↑
Repairs & Maintenance	\$370,091	\$477,443	\$107,352	22.48%	↑
Utilities	\$334,334	\$325,162	(\$9,172)	(2.82%)	↓
Other Expenses	\$1,313,801	\$1,163,155	(\$150,646)	(12.95%)	↓
Rental/Leases	\$679,357	\$706,218	\$26,860	3.80%	↑
Total Other Expenses	\$21,285,711	\$23,297,559	\$2,011,848	8.64%	↑

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

Issue: UNLV School of Medicine Dean's Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 17
Recommendation: That the Governing Board receive an update on the University of Nevada Las Vegas School of Medicine; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

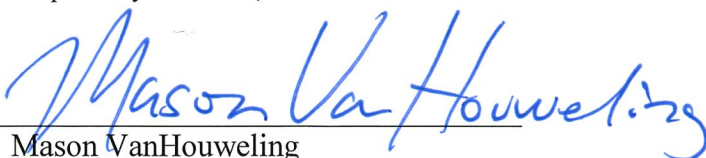
None

BACKGROUND:

The Governing Board will receive an update from Dr. John Fildes, Interim Dean of the University of Nevada Las Vegas School of Medicine.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

17

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

Issue: CEO Update	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 18
Recommendation: That the Governing Board receive an update from the Hospital CEO; and take any action deemed appropriate. <i>(For possible action)</i>	

FISCAL IMPACT:

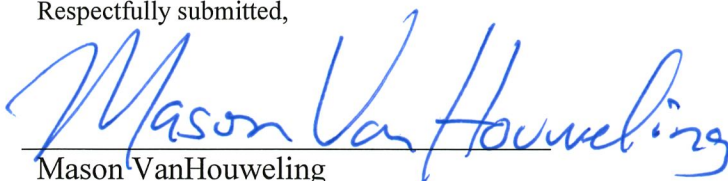
None

BACKGROUND:

The Governing Board will receive an update from Mason VanHouweling, Chief Executive Officer, University Medical Center of Southern Nevada.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

18

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

Issue: Emerging Issues	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 19
Recommendation: That the Governing Board identifies emerging issues to be addressed by staff or by the Board at future meetings; and direct staff accordingly. <i>(For possible action)</i>	

FISCAL IMPACT:

None

BACKGROUND:

None.

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Respectfully submitted,



Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

Agenda Item #

19

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

Issue: Closed Door Session	Back-up:
Petitioner: Mason VanHouweling, Chief Executive Officer	Clerk Ref. # 20
Recommendation: That the Governing Board go into closed session, pursuant to NRS 450.140(3), to discuss new or material expansion of UMC's health care services and hospital facilities. (<i>For possible action</i>)	

FISCAL IMPACT:

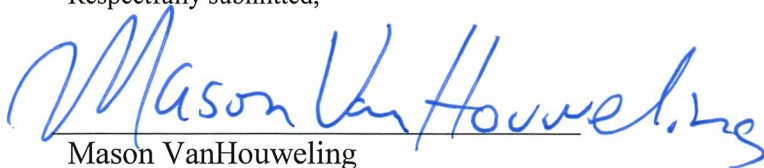
None

BACKGROUND:

None

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Respectfully submitted,


Mason VanHouweling
Chief Executive Officer

Cleared for Agenda
February 26, 2020

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