Audit and Finance Committee

Wednesday, May 24, 2023 2:00 pm

UMC Trauma Building - Providence Suite 5th Floor

AGENDA

University Medical Center of Southern Nevada
GOVERNING BOARD
AUDIT & FINANCE COMMITTEE
May 24, 2023 2:00 p.m.
800 Hope Place, Las Vegas, Nevada
UMC Trauma Building, ProVidence Suite (5th Floor)

Notice is hereby given that a meeting of the UMC Governing Board Audit & Finance Committee has been called and will be held at the time and location indicated above, to consider the following matters:

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

- The main agenda is available on University Medical Center of Southern Nevada's website http://www.umcsn.com. For copies of agenda items and supporting back-up materials, please contact Stephanie Ceccarelli at (702) 765-7949. The Audit & Finance Committee may combine two or more agenda items for consideration.
- Items on the agenda may be taken out of order.
- The Audit & Finance Committee may remove an item from the agenda or delay discussion relating to an item at any time.

SECTION 1: OPENING CEREMONIES

CALL TO ORDER

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 Committee 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 Committee wishes to extend the length of a presentation, this will be done by the Chair or the Committee by majority vote.

2. Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting of April 19, 2023. *(For possible action).*

3. Approval of Agenda. *(For possible action)*

SECTION 2: BUSINESS ITEMS

4. Receive an update from Shana Tello, Academic and External Affairs Administrator and Nate Strohl, Internal Auditor regarding the Façade Project progress; and direct staff accordingly. (For possible action)

5. Receive an update from Ron Roemer, Director of Clinical Research and Compliance, on Clinical Research activities at UMC; and direct staff accordingly. (For possible action)

6. Receive the monthly financial report for April FY23; and direct staff accordingly. *(For possible action)*

7. Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

8. Review and recommend for ratification by the Governing Board the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate. *(For possible action)*

9. Review and recommend for approval by the Governing Board the Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate. *(For possible action)*

10. Review and recommend for approval by the Governing Board the Amendment Two to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; and take action as deemed appropriate. *(For possible action)*

11. Review and recommend for approval by the Governing Board the Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; and take action as deemed appropriate. *(For possible action)*

12. Review and recommend for approval by the Governing Board the Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate. *(For possible action)*

13. Review and recommend for award by the Governing Board RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; approve the Professional Services Agreement for Group Physician On-Call Coverage; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. *(For possible action)*

14. Review and recommend for approval by the Governing Board the Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. *(For possible action)*

15. Review and recommend for approval by the Governing Board the Second Conditional Offer to Purchase Real Property between Clark County Real Property Management and Atomic Cocktail, LLC; or take action as deemed appropriate. *(For possible action)*

16. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)*

17. Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; and take action as deemed appropriate. *(For possible action)*

SECTION 3: EMERGING ISSUES

18. Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

COMMENTS BY THE GENERAL PUBLIC

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

UMC ADMINISTRATION KEEPS THE OFFICIAL RECORD OF ALL PROCEEDINGS OF UMC GOVERNING BOARD AUDIT & FINANCE COMMITTEE. 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 UMC ADMINISTRATION. IF MATERIALS ARE TO BE DISTRIBUTED TO THE COMMITTEE, PLEASE PROVIDE SUFFICIENT COPIES FOR DISTRIBUTION TO UMC ADMINISTRATION.

THE COMMITTEE 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 Audit and Finance Committee Meeting
April 19, 2023

UMC ProVidence Suite
Trauma Building, 5th Floor
800 Hope Place
Las Vegas, Clark County, Nevada

The University Medical Center Governing Board Audit and Finance Committee met at the location and date above, at the hour of 2:00 p.m. The meeting was called to order at the hour of 2:03 p.m. by Chair Robyn Caspersen and the following members were present, which constituted a quorum.

CALL TO ORDER

Board Members:

Present:
Robyn Caspersen (via webex)
Dr. Donald Mackay
Jeff Ellis (via webex)
Harry Hagerty (via webex)
Mary Lynn Palenik (via webex)
Christian Haase (via webex)

Absent:
None

Others Present:
Tony Marinello, Chief Operating Officer
Jennifer Wakem, Chief Financial Officer
Doug Metzger, Controller
Rose Coker, Managed Care Director
Frederick Lippmann, Chief Medical Officer
Chris Jones, Director of Support Services
Warren Grand, Clinical Manager
Sandra Boyadjain, Clinical Support Services Director
Susan Pitz, General Counsel
Lia Allen, Assistant General Counsel - Contracts
Stephanie Ceccarelli, Board Secretary

SECTION 1. OPENING CEREMONIES

ITEM NO. 1 PUBLIC COMMENT

Committee Chair Caspersen asked if there were any public comments to be heard on any item on this agenda.

Speaker(s): None

ITEM NO. 2 Approval of minutes of the regular meeting of the UMC Governing Board Audit and Finance Committee meeting on March 22, 2023. *(For possible action)*

There were grammatical clarifications made to statements made in Items 23 and 24.

FINAL ACTION:

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

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

Language in Agenda Item 13 was amended to include the UNLV School of Medicine in addition to UNLV Medicine.

FINAL ACTION:

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

SECTION 2. BUSINESS ITEMS

At this time, the Committee heard Agenda Item 18.

ITEM NO. 18 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, funding for the renewal term of the Hosting Services and License and Support Agreements with Epic Systems Corporation; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hosting Services Agreement
- Disclosure of Ownership

DISCUSSION:

UMC currently holds a license and support agreement and a hosting agreement with Epic. This request is to extend the operational period of the agreement for an additional 5-year term and add additional funding for software subscription licenses, maintenance and hosting fees.

Maria Sexton, Chief Information Officer shared additional commentary regarding the services that will continue to be provided by Epic. Modules for cardiac services, lab, transplant and orthopedics, as well as other services have been incorporated since the implementation of Epic in 2017.

This new agreement will incorporate all licensing, support and maintenance for all of the EHR modules that have been implemented, as well as remote hosting provided by Epic. She continued the discussion with an explanation of

costs associated with patient volume increases and infrastructure costs. A lengthy discussion ensued regarding pricing, fee schedules and the anticipation of amendments due to increased ancillary encounters and volumes in the future.

UMC participates in two programs with Epic, the Gold Star Program and the Honor Roll Program. UMC has gone from 5 to 6 Stars in the past year; 10 stars is the maximum. Although we have successfully completed the implementation 43 of the 66 tasks for honor roll, UMC was not eligible for the incentive payment reimbursement, as all tasks were not completed.

Discussion continued regarding additional hosting service options and other Epic solutions that the hospital may use in the future.

The Committee would like to receive updates in the future regarding IT operational matters.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada to approve the agreement. Motion carried by unanimous vote.

At this time, the Committee returned to Agenda Item 4.

ITEM NO. 4 Receive the monthly financial reports for March FY23; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- March FY23 Financials

DISCUSSION:

Jennifer Wakem, Chief Financial Officer presented the financials for March.

Admissions were 2,008, 7.8% below budget and AADC was high, 16% above budget. Length of stay continues to be a challenge at 7.11 days. Hospital acuity was on budget at 1.90 and Medicare CMI was 1.97.

There were 836 inpatient surgeries, 471 outpatient surgeries and 16 kidney transplants. ER visits were on budget and the ER to admit conversion rate was approximately 21%.

Quick cares were about 2% below budget and primary cares were 16% above budget; Sunset, Summerlin and Peccole were the key drivers. Telehealth visits were strong with 542, and the Ortho Clinic had 722 visits. Deliveries were 120 for the month.

The trended stats were compared to FY19; there were record admissions for March at 2,008, but not as high as FY19, which was 2,131. LOS continues to

be high and inpatient and outpatient surgical cases were up. The Ortho Clinic volumes continue to be on an upward trend. Payor mix trends by patient and surgical types were briefly reviewed.

The income statement for March showed net patient revenue was strong, almost $12.4 million above budget. Other revenue was on budget. Overall net revenue was $12.5 million over budget and other operating expenses above budget $9.5 million. Income from ops before depreciation and amortization was $6.7 million on a budget of $3.9 million.

The income statement year to date showed total operating revenue was $35.8 million above budget and operating expenses were $38.9 million above budget. Income from ops before depreciation and amortization was $26.6 million on a budget of $29.5 million. The income statement trended was presented as informational, but Ms. Wakem highlighted that March was a record month compared to the 12-month trend.

Salaries, wages and benefits for March showed labor was over $8.1 million due to unbudgeted Ortho and Anesthesia services. SWB per APD is also over due to the provider service rates. SWB as a percentage of net is at 60.55%.

SWB trended showed an increase in overtime of $1.3 million. Contract labor is on a downward trend and overtime as a percent of productive showed a slight uptick, but is still very reasonable.

All other expenses for March was $1.5 million above budget due to supplies, mainly due to an increase in implant surgical cases. Purchased services was $500K over budget and utilities continues to be high because of unplanned rate increases.

Key indicators were reviewed briefly. Liquidity is in the red. Days' cash on hand is 79.3 days. Candidate for bill is up slightly and the cash goal was not met for the month. An action plan is in place to get back on track. Point of service collection goal is in the green.

Cash flow for March showed cash received was $80.3 million; $32.1 million was related to outstanding supplemental payments that were received. We are still awaiting other outstanding supplemental payments. The final bond payment will be paid September 2023.

Lastly, the balance sheet was shown.

A discussion ensued regarding the funding catch up at the end of the fiscal year.

FINAL ACTION TAKEN:

None taken.

ITEM NO. 5 Receive an update report from the Chief Financial Officer; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- None

DISCUSSION:

Ms. Wakem provided the following updates:

Federal supplemental payments: There is about $130 million in outstanding federal supplemental payments.

RAC Audits: UMC had 24 accounts under review totaling approximately $300K; only about $6K had to be paid back. A second audit will occur in the future.

FINAL ACTION TAKEN:
None taken

ITEM NO. 6 Receive Quarter Three status update on the Audit and Finance Organizational Goals for FY23; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- F23 Organizational Goals PowerPoint

DISCUSSION:

Ms. Wakem provided the Q3 update on the status of the Audit and Finance Organizational Goals for FY23. The Committee reviewed the four goals.

1. **Exceed fiscal year budgeted income from operations plus depreciation and amortization.**

   We are currently not hitting this goal. We are $2.9 million below budget.

2. **Improve labor utilization with a target of SWB per APD of $2,156, Adjusted EPOB of 5.95**.

   We are currently hitting this goal.

3. **Improve ALOS with a target of 5.77 days.**

   We are currently not hitting this goal. In Q4 we will review the goal to see if there were changes over prior year, but we do not anticipate reaching the target of 5.77 days.

4. **Complete capital spending on time on budget for FY20, FY21 & FY22**

The team is confident that this goal will be met. There were only 3 projects left for FY20, none remaining for FY21, and only 20 remaining for FY22.

FINAL ACTION TAKEN:
None

ITEM NO. 7 Review and recommend for approval by the Governing Board, the Proposed Final FY 2024 Operating Budget, to be considered by Clark County; and direct staff accordingly. *(For possible action)*

DOCUMENTS SUBMITTED:
- FY24 Final Proposed Budget PowerPoint

DISCUSSION:

Ms. Wakem provided a summary of the changes between the Proposed Final FY 2024 budget and the Preliminary Proposed FY2024 budget.

FY2024 Preliminary Proposed budget vs. Final Proposed budget numbers were shown and there were no changes to the statistics.

The income statement expense was increased by $2.7 million. SWB increased by $1.5 million and purchased services increased approximately $850K. Transplant services increased by $263K. Utilities increased by 25% and malpractice increased $100K.

A discussion ensued regarding the EBIDA margin compared to other facilities.

FINAL ACTION TAKEN:

A motion was made by Member Mackay that the Committee recommend the budget for approval by the Governing Board. Motion carried by unanimous vote.

Ms. Wakem reminded the Committee of next steps. The budget will be presented to the Governing Board next week and then to the County on Thursday.

ITEM NO. 8 Review and recommend for approval by the Governing Board the Amendment One to Hospital Services Agreement with Optum Health Networks, Inc. for managed care services; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Hospital Service Agreement – Amendment 1

DISCUSSION:

The amendment extends the Hospital Services agreement term through 2025 and updates the business name to Optum Health Networks, Inc. The agreement may terminate with a 120-day written notice.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 9 Review and recommend for approval by the Governing Board the Amendment Five to Primary Care Physician Participation Agreement with Optum Health Networks, Inc. for managed care services; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Primary Care Physician Participation Agreement – Amendment 5

DISCUSSION:

The amendment for Primary Care Physician participation will extend the agreement term through 2025 and update the business name to Optum Health Networks, Inc. The agreement may terminate with a 60-day notice.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 10 Review and recommend for approval by the Governing Board the Purchaser Participation Letter and Amendment No. 1 with Cardinal Health 414, LLC for radiopharmaceutical products; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Letter of Participation
- Purchaser Participation Letter – Amendment 1

DISCUSSION:

This request is a new purchase commitment agreement to purchase 90% of radiopharmaceuitical products from HPG. Entering the agreement will allow enhanced delivery terms and incentive rebates.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 11 Review and recommend for approval by the Governing Board the Purchase Agreement with CDW Government LLC for Mimecast software solutions; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Quote – Redacted
- Sourcing Letter
- Disclosure of Ownership

DISCUSSION:

This is a request to purchase licensing subscription services with Mimecast to provide services such as secure messaging, email security, archiving software solutions and training. This is a 3-year agreement.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 12 Review and recommend for approval by the Governing Board the Third Amendment to Agreement with Medline Industries, Inc. for Warehouse and OR Central Stores Consulting, Design and Reorganization Project; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Warehouse Agreement – Amendment 3

DISCUSSION:

Medline Industries provides consulting, design, and reorganization services of our warehouse and OR central stores. This amendment will increase funding to support the increase the cost of materials and travel through the remainder of the term.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 13 Review and recommend for approval by the Governing Board the Professional Services Agreement with UNLV School of Medicine and UNLV Medicine for Pediatric Gastroenterology On-Call Services; authorize the Chief Executive Officer to execute any extension options; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Professional Services Agreement

DISCUSSION:

This is a new PSA for pediatric gastroenterology on-call services. This is a request for a new 3-year agreement with two 1-year options for renewal. The agreement will begin May 1st. An increase to the on-call rate is still within FMV.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 14 Review and recommend for approval by the Governing Board the Fourth Amendment to Agreement with Shannon Kane-Saenz for Data Engineering Consultation; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Data Engineering Consultation Agreement – Amendment 4
- Disclosure of Ownership

DISCUSSION:

This agreement for a data engineering consultant provides UMC with continued critical specialized data engineering services to support Kauffman Hall Axiom and Epic platforms. This is a request to extend the agreement for an additional year and increase funding. UMC may terminate the agreement upon 15-days' notice.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 15 Review and recommend for approval by the Governing Board the Amendment One to RFP No. 2020-18 Service Agreement with RSource, LLC d/b/a Knowtion Health for Clinical Denial Services; authorize the Chief Executive Officer to execute amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Service Agreement for Clinical Denial Services – Amendment 1

DISCUSSION:

This amendment will add additional funding. This is a contingency based agreement. The vendor provides clinical denial services through billing, appeals, follow-up and collection activities related to patient accounts.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 16 Review and recommend for ratification by the Governing Board the Purchase Agreement with Mindray DS USA, Inc. for ultrasound systems; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Proposal Summary Agreement
- Disclosure of Ownership

DISCUSSION:

This request for ratification is to take advantage of favorable pricing discounts, for the purchase of ultrasound systems and associated peripherals. This agreement comes with a one-year service warranty.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to ratify and make a recommendation to the Governing Board to ratify the agreement. Motion carried by unanimous vote.

ITEM NO. 17 Review and recommend for approval by the Governing Board the Amendment to Master Agreement with Kinect Energy, Inc. for Energy Management Services; or take action as deemed appropriate. *(For possible action))*

DOCUMENTS SUBMITTED:
- Master Agreement – Amendment 3
- Disclosure of Ownership

DISCUSSION:

Kinect Energy is UMC's energy management provider and assists in obtaining natural gas directly from the source, eliminating surcharges from distributors. Due to increase in cost, this request is for additional funding through the end of the term. At this time, we are unable to change vendors.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the amendment. Motion carried by unanimous vote.

ITEM NO. 19 Review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Managed Service Provider Agreement with AMN Healthcare, Inc. for temporary and

permanent labor staffing services; authorize the Chief Executive Officer to exercise any extension options and execute any applicable candidate request forms and amendments within the not-to-exceed amount of this Agreement; or take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Managed Service Provider Agreement - Redacted

DISCUSSION:

This is a request to enter into a new agreement with AMN who will provide UMC with primary staffing services for clinical, non-clinical and interim and permanent leadership positions in critical need areas of the hospital. This will include staffing for travel nurses, locum tenens physicians. The agreement is for 3-years from the go-live date and two 1- year options.

A discussion ensued regarding the need for staffing services for recruiting purposes and how the services are requested.

Sandra Boyadjain added that the staffing vendors are only used when needed.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Board of Hospital Trustees for University Medical Center of Southern Nevada to approve the agreement. Motion carried by unanimous vote.

ITEM NO. 20 Review and recommend for approval by the Governing Board the Agreements with Philips Healthcare, a division of Philips North America LLC for the Catheterization Laboratory replacement project; authorize the Chief Executive Officer to execute any future change orders within the not-to-exceed amount of these Agreements; and take action as deemed appropriate. *(For possible action)*

DOCUMENTS SUBMITTED:
- Quote
- Terms and Conditions
- Project Budget – Scope of Work
- Interventional and Angiography Sourcing Letter
- Med Imaging Ultrasound Sourcing Letter
- Radiopharm Sourcing Letter

DISCUSSION:

This is a new turn-key project with Philips to build out the total construction of the project and install the equipment in the Cath Lab. Purchasing is pursuant to HPG pricing.

This project will increase UMC's Catheterization Laboratory volume and service lines which is expected to increase hospital revenue.

Warren Grand, Clinical Manager of Cardiovascular Services, stated that we have maximized our potential for throughput, and this project will add bandwith to the Cath Lab and maximize throughput. Patients and doctors would like to work in our Cath Lab, but there is not enough space. He added that third Cath Lab will be multi-purpose and it is anticipated that it will add 30% growth in revenue within the first year. The discussion continued regarding the need for updated equipment.

FINAL ACTION TAKEN:

A motion was made by Member Mackay to approve and make a recommendation to the Governing Board to approve the agreement. Motion carried by unanimous vote.

SECTION 3: EMERGING ISSUES

ITEM NO. 21 Identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. (*For possible action)*

None

At this time, Chair Caspersen asked if there were any public comment received to be heard on any items not listed on the posted agenda.

COMMENTS BY THE GENERAL PUBLIC

SPEAKERS(S): None

There being no further business to come before the Committee at this time, at the hour of 3:32 pm., Chair Caspersen adjourned the meeting.

MINUTES APPROVED:
Minutes Prepared by: Stephanie Ceccarelli

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **Façade Project Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee receive an update from Shana Tello, Academic and External Affairs Administrator and Nate Strohl, Internal Auditor regarding the Façade Project progress; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an update regarding the façade project at UMC.

Cleared for Agenda
May 24, 2023

Agenda Item #

4

UMC UNIVERSITY MEDICAL CENTER ReVITALize

A large-scale project to revitalize and modernize the exterior of our hospital campus to reflect the world-class care UMC provides to our community

Audit and Finance Committee
May 24, 2023

FUTURE

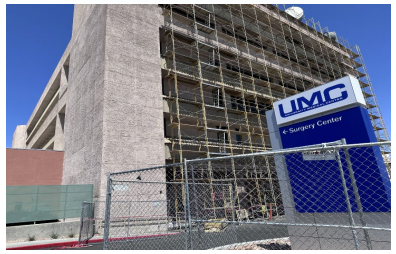
- New EIFS and Paint
- (2) Healing Gardens
- New Campus Lighting
- New Building/Directional Signage
- Digital Display Board
- Landscaping, Fencing, Paving, Sidewalks, Resurface and Stripe Parking Lots
- Improved Traffic and Pedestrian Access in Coordination with City Improvement Projects and RTC

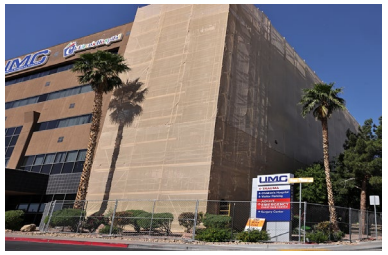
FAÇADE PROJECT TIMELINE

Phasing Plan

YEAR I (April 2023)	Trauma Building, Trauma Visitors/Employee Parking, 7-Story Tower, Trauma Healing Garden
YEAR II (2024)	Southeast Building, Northeast Building, ER Building, Day Surgery Building, 2040 Building, East and Southeast Parking Lot, Doctor's Parking
YEAR III (2025)	New driveway coming from Shadow Lane, West Visitors' Parking

CONSTRUCTION UPDATE





04/27/23

Demolition started at Trauma building

04/28/23

Removal of Trauma building signage

05/01/23

Demolition started on 7-Story Tower

05/08/23

Trauma Building Public Temporary Entrance opened

Demo on the north Trauma Visitors' Parking lot begins; South side is open for patients and visitors

05/15/23

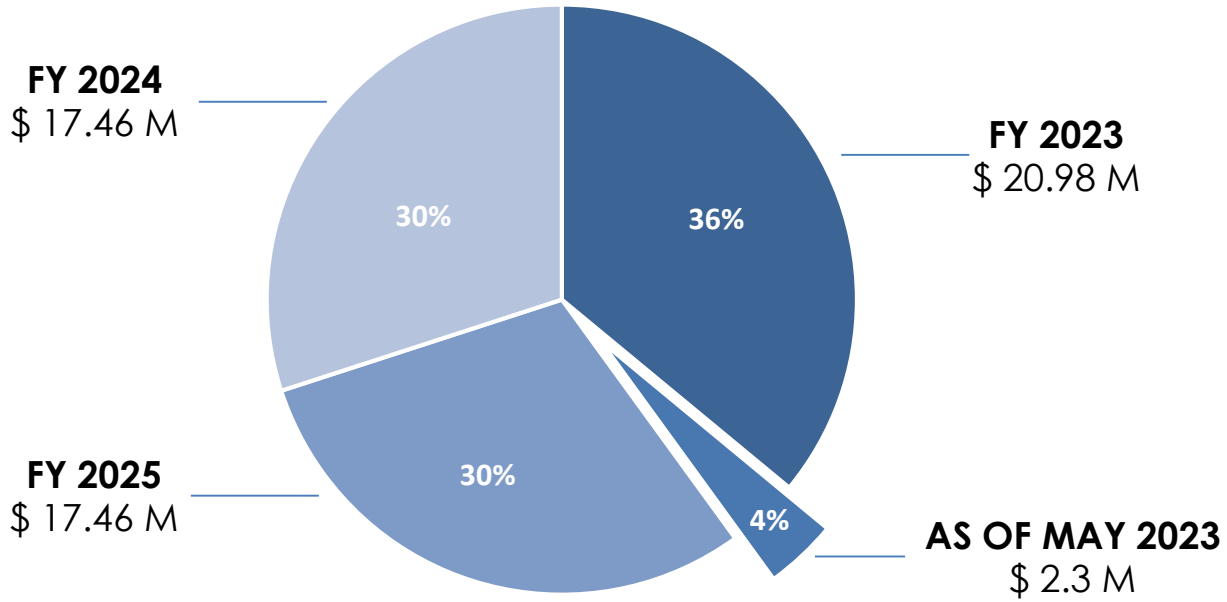
Work on temporary ambulance route at Trauma begins

CAPITAL EXPENDITURE

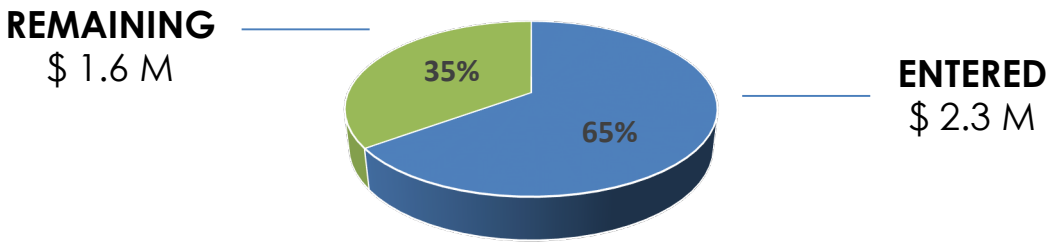
General Contractor: Martin Harris Construction (MHC)
Architect: Friedmutter Group (FG)
Project Management: Grand Canyon Development Partners (GCDP)

TOTAL GMP COST (MHC) = $ 58.2 million

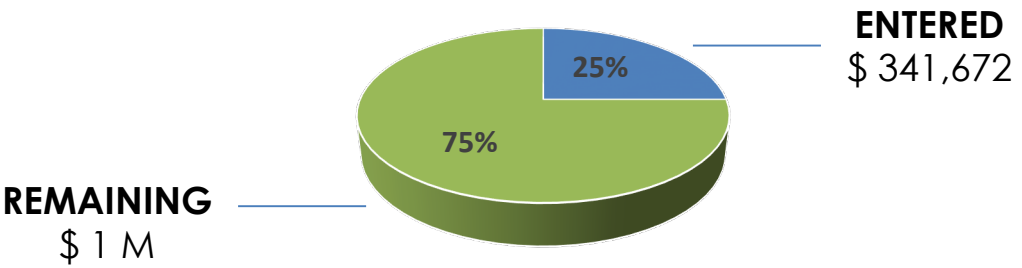
MHC - GMP



FG - $ 3.9 M



GCDP - $ 1.4 M



PROJECT BREAKDOWN – As of May 2023

	Approved	Invoices Entered	Remaining
Martin Harris Construction (MHC)	$ 58,200,000.00	$2,398,316.22	$ 55,801,683.78
MHC - PreConstruction	$ 91,278.00	$ 91,278.00	$ -
Friedmutter Group (FG)	$ 3,326,860.00	$ 2,300,013.33	$ 1,626,846.67
FG Amendment	$ 600,000.00		
Grand Canyon Development (GCDP)	$ 1,407,863.20	$ 341,672.61	$ 1,066,190.59
TOTAL	**$ 63,626,001.20**	**$5,131,280.16**	**$ 58,494,721.04**
UMC DIRECT CONTRACTS			
Innerface Architectural Signage - Amendment 2	$ 844,522.46	$ -	$ 844,522.46
Universal Engineering Services - QAA	$ 700,000.00	$ -	$ 700,000.00
TOTAL	**$ 1,544,522.46**	**$ -**	**$ 1,544,522.46**
MISCELLANEOUS			
City of Las Vegas - Permit Fees	$ 29,787.60	$ 29,787.60	$ -
NV Energy	$ 13,615.00	$ 13,615.00	$ -
Elite Security	$ 24,000.00	$ 24,000.00	$ -
REIMBURSABLES			
Partner Engineer and Science - HAZMAT (BRIC)	$ 15,000.00	$ 11,123.00	$ 3,877.00
Converse Consultants - GEOTECT (BRIC)	$ 3,000.00	$ 3,000.00	$ -
Healing Garden Sculpture (UMC Foundation)	$ 192,621.00	$ -	$ 192,621.00
LVMD Signage (CLV)	$ 13,093.75	$ -	$ 13,093.75
TOTAL	**$ 291,117.35**	**$ 81,525.60**	**$ 209,591.75**
GRAND TOTAL	**$ 65,461,641.01**	**$5,212,805.76**	**$ 60,248,835.25**

POTENTIAL BUDGET NEEDS (Forecasting)

- Fiber Optic Network
- City/State Board of Health Permit Fees

POTENTIAL FUNDING

- Visual Improvement Program (VIP)
  - $25,000 rebate for costs involved in "substantially upgrading the appearance of your establishment"
- Inflation Reduction Act
  - Builds on the foundational climate and clean energy actions
  - Climate Pollution Reduction Grant
  - Zero Building Energy Code Adoption
  - Energy Efficiency Materials Pilot Program
- Nevada Clean Energy Fund (NV GOE)
  - Financing support for clean energy projects in Nevada to help abate climate change and realize energy efficiency potential
- Nevada Grant Lab
- Other local foundations in Nevada

RISK MITIGATION STRATEGIES

CUSTOMER IMPACT

- Employee Offsite Parking
  - Lied Clinic
  - Enterprise Clinic
  - Las Vegas Metropolitan Department
  - 709 Shadow Lane
  - Milan Institute
- Vans/Shuttles
- Privacy Window Covering
  - New/replace patient room blinds
- Noise Barrier Solution
  - Acoustic Blankets
- Dust in patient rooms

FINANCE

- Established process for timely payment to vendors with a dedicated team

SAFETY

- New Trauma entrance for public and EMS reviewed by Dave Bustos and Michael Langley

PROJECT

- Broken window pane on 3rd floor in Trauma building

PROPERTY

- City Project in LVMD along Charleston
- Other internal (UMC) Construction Project coordination
- RTC Bus Stop
- GoMed

QUESTIONS

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **Clinical Trials Research Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee receive an update from Ron Roemer, Director of Clinical Research and Compliance, on Clinical Research activities at UMC; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

The Committee will receive an update regarding the finance activities at the UMC Clinical Trials Office.

Cleared for Agenda
May 24, 2023

Agenda Item #

5

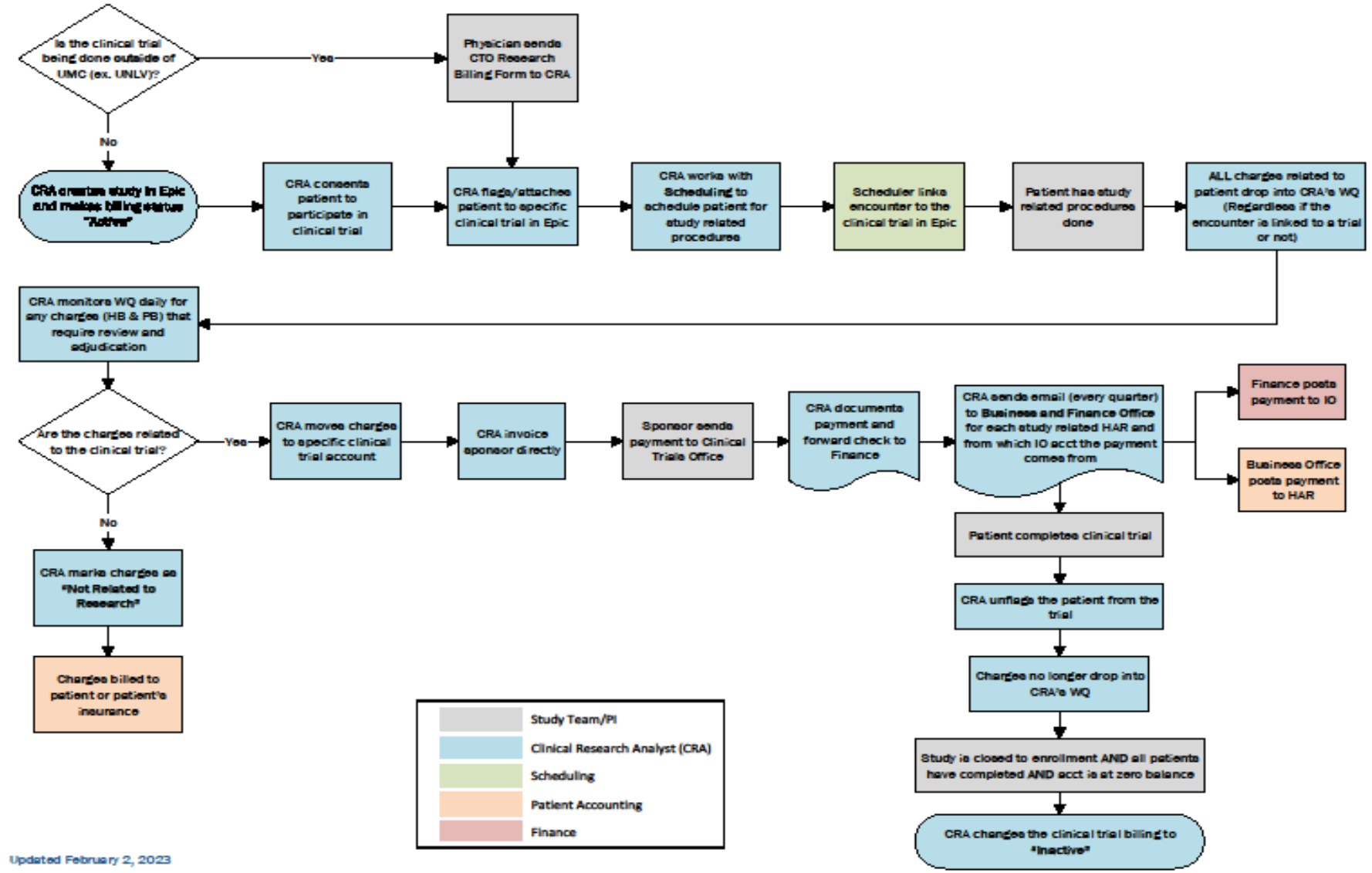
Clinical Trial Research Finances

May 2023

Funded Research Process

- Pre-Award
  - Research Opportunities
  - Feasibility
  - Site Selection
  - Compliance/Budget/Legal
  - CTA Execution
- Post-Award
  - Site Initiation/Study Start Up
  - Research Coordination/Management
  - Patient Enrollment
  - Visits/Invoicing/Research Billing Compliance
  - Study Close-out

CLINICAL TRIAL ACCOUNT IDENTIFICATION WORKFLOW



Updated February 2, 2023

Financial Benefits of Clinical Trials

- Cover All Associated Costs
- Revenue Stream
- Indirect Rate
- Research Rate for Direct Costs
- Reimbursement for Effort

Exhibit A
BUDGET SUMMARY AND PAYMENT SCHEDULE

Budget Summary

The following budget summary makes certain assumptions about event frequencies and Study subject distribution to calculate the Total Compensation. Abbott and Institution agree that, except for "Consent Screen Failures" line items, to the extent there is a variation in the forecasted event frequencies or Study subject distribution, payments for the affected events/distributions will be adjusted accordingly based on the unit cost for such item (as represented on this Exhibit A) and without the need to amend this Exhibit A in writing up to the Total Compensation amount. Notwithstanding the foregoing, the maximum limits on "Consent Screen Failure" as stated herein may only be revised by signed written amendment of the Agreement.

PRINCIPAL INVESTIGATOR	
ADDRESS	
PHONE NUMBER	

STUDY NAME: *Clinical Evaluation of the i-STAT hs-TnI Test to Aid in the Diagnosis of Myocardial Infarction (MI).*			PROTOCOL: CS-2020-0012
Total Number of Subjects	Up to 500	**Maximum draws per subject**	Up to 4

Standard Schedule

Site Budget		Budget
IRB - Initial Review Fee		$2,600
IRB - Amendments Fees	$975 Per annual review – Up to 3	$2,975
IRB preparation for amendments, change in ICF	$250 Per annual review – Up to 3	$750
IRB preparation for amendments, change in ICF		$1,200
IRB - Annual Renewal Fees	$1,500 Per annum – Up to 1	$1,500
IRB Study Closeout		$1,500
Budget preparation		$2,000
Site initiation		$5,000
Training Site Personnel		$4,500
Clinical Trial Office Administrative Fee		$4,000
EDC Training		$1,200
Supplies		$2,686
Device storage and accountability		$1,500
ICF Translation		$1,000
Interim Monitoring Visits	$1,800 Per IMV – Up to 8	$14,400
Site audit, quality audit		$2,300
FDA Audit Fee (Not for Cause)		$1,500
Document archiving and storage		$2,500
Study Close-out		$1,200
Other Fees as required per event occurrence		
Adverse Event (AE) - CRF completion	$50 Per reported event – Up to 10	$500
Serious Adverse Event	$195 Per reported event – Up to 10	$1,950
Missed Collection/Incident report	$50 Per report – Up to 25	$1,250

Blood sample redraw as needed Per Subject	$176 Per draw – Up to 25	$4,400
Consent Screen Failures – No draw	$345 Per occurrence – (Max of 25)	$8,625
Non-Standard of Care Troponin Test	$145 Per test – Up to 500	$72,500
Total Site Budget		**$143,486**

Subject Budget: Draws Per Subject – 2 T1: Baseline Collection - w/in 1 hr of ED visit; T2: w/in >1 to 3 hrs; (T3: w/in >3 to 6 hrs; T4: w/in > 6 to 9 hrs)			
A: Consent and Baseline Assessment			
Principal Investigator Oversight			$200
Study Coordinator Time and Effort			$100
Informed Consenting Process			$126
Baseline Assessments (including Medical History, Inclusion/Exclusion etc.)			$139
A: Consent and Baseline Assessment Standard Subtotal			$565
B: Specimen Collection, testing, processing and storage			
1. Specimen Collection (blood draw)			$26
2. Specimen Testing -Whole blood			$56
3. Specimen Testing and processing- Plasma			$75
4. Specimen processing for storage			$19
(Sub-Total Per Draw)			$176
B: Total 2 Draws – Baseline + T1 w/in >1 to 3 hrs			$352
C: Data Collection and Entry			
1. Redaction			$86
2. CRF completion (includes i-stat result print-off, attachment, data collection, data entry, PI sign-off/oversight, Adjudication doc prep/redaction/upload)			$196
3. Source Document Upload			$120
C: Total 2 Draws – Baseline + T1 w/in >1 to 3 hrs + Document Upload			$746
Subject Budget			
Subject Sub-total		**Overhead (30%)**	**Total**
• Per subject 2 Draws: A+B+C	$1,663	$499	**$2,162**
Total Subject Budget			
	#	**Per Subject**	**Total**
• Subject – 2 Draws	Up to 500	$2,162	**$1,081,000**
Consent Failure/Deferred Consent – 1 Draw	Up to 25	$1,486	$37,150
Extra Draws	Up to 75	$676	$50,700
Total Subject Budget			**$1,168,850**
TOTAL Compensation (Site + Subject) (Not to Exceed)			**$1,312,366**

Non-Financial Benefits

- Hospital
  - Reduce Readmissions
  - Provide Better Patient Care
  - Drive Patients for Care
- Patients
  - Access to Cutting-edge Treatment
  - Health Monitoring
  - Access to Expert Care
  - Drugs/Devices Provided

UMC Clinical Trial Financials

- P & L (FY22 and FY 23 YTD MAR)
- Number of Studies
  - Opened
  - Routed
- Number of Patients
  - Enrolled
  - Screened

UMC Clinical Trial Financials

8010- Clinical Research

University Medical Center of Southern Nevada
P&L

	FY22	FY23 YTD Mar
Revenue		
Other Operating Revenue	$ 500,933	$ 266,152
Operating Expenses		
Salaries & Wages (Regular,Other)	$ 351,065	$ 259,585
Benefits	$ 142,258	$ 109,906
TOTAL SALARIES, WAGES, and BENEFITS	493,324	369,491
Purchased Services	$ 51,088	$ 31,520
Medical Supplies	$ 1,010	$ -
Other Supplies	$ 274	$ -
Other Expenses	$ 32,173	$ 11,326
Total Operating Expenses	84,546	42,846
Income from Operations	**(76,937)**	**(146,185)**
Total PAID FTEs	3.06	3.01

DISCUSSION / QUESTIONS ?

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Monthly Financial Reports for April FY23**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	
Recommendation:		
That the Governing Board Audit and Finance Committee receive the monthly financial report for April FY23; and direct staff accordingly. ***(For possible action)***		

FISCAL IMPACT:

None

BACKGROUND:

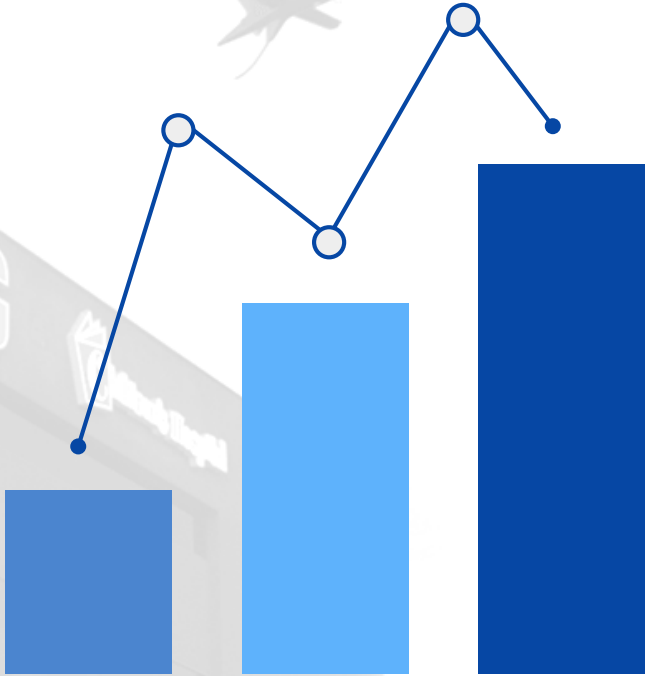
The Chief Financial Officer will present the financial report for April FY23 for the committee's review and direction.

Cleared for Agenda
May 24, 2023

Agenda Item #
6

April 2023 Financials

AFC Meeting



KEY INDICATORS-APR

Current Month	Actual	Budget	% Var	Prior Year	Variance	% Var
APDs	18,847	17,219	9.46%	19,556	(708)	(3.62%)
Total Admissions	1,951	2,158	(9.58%)	1,850	101	5.46%
Observation Cases	810	904	(10.40%)	904	(94)	(10.40%)
AADC	628	574	9.46%	652	(24)	(3.62%)
ALOS (Admits)	7.10	5.10	39.14%	7.17	(0.07)	(0.98%)
ALOS (Obs)	1.06	1.29	(17.92%)	1.29	(0.23)	(17.92%)
Hospital CMI	1.84	1.96	(5.93%)	1.87	(0.03)	(1.58%)
Medicare CMI	1.81	2.26	(19.67%)	2.08	(0.26)	(12.67%)
IP Surgery Cases	814	861	(5.51%)	777	37	4.76%
OP Surgery Cases	434	459	(5.35%)	448	(14)	(3.13%)
Transplants	14	13	7.69%	13	1	7.69%
Total ER Visits	9,532	9,549	(0.18%)	9,432	100	1.06%
ED to Admission	11.40%	-	-	10.61%	0.79%	-
ED to Observation	10.14%	-	-	10.28%	(0.14%)	-
ED to Adm/Obs	21.55%	-	-	20.90%	0.65%	-
Quick Cares	17,390	18,442	(5.70%)	16,025	1,366	8.52%
Primary Care	5,875	6,217	(5.49%)	5,888	(13)	(0.22%)
UMC Telehealth - QC	509	225	126.22%	179	330	184.36%
OP Ortho Clinic	1,564	-	100.00%	-	1,564	100.00%
Deliveries	101	121	(16.31%)	108	(7)	(6.48%)

TRENDING STATS

	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	Apr- 19	Var
APDs	19,556	20,454	20,212	20,535	21,128	19,865	20,116	19,867	20,965	20,213	19,156	20,933	18,847	15,580	3,267
Total Admissions	1,850	1,927	1,827	1,892	1,914	1,864	1,997	1,974	2,006	1,999	1,842	2,008	1,951	2,111	(160)
Observation Cases	904	937	978	901	956	839	920	806	763	804	677	602	810	1,469	(659)
AADC	652	660	674	662	682	662	649	662	676	652	684	675	628	519	109
ALOS (Adm)	7.17	6.25	7.08	6.54	7.05	7.70	7.10	6.41	7.33	7.12	6.97	7.11	7.10	5.07	2.03
ALOS (Obs)	1.29	1.02	1.06	1.19	1.13	1.08	1.03	1.02	0.93	0.97	0.99	1.01	1.06	1.39	(0.33)
Hospital CMI	1.87	1.89	1.84	1.83	1.84	1.91	1.73	1.82	1.90	1.79	1.81	1.90	1.84	1.90	(0.06)
Medicare CMI	2.08	1.99	1.81	2.00	1.97	2.18	1.82	1.94	1.88	1.89	1.91	1.97	1.81	2.64	(0.83)
IP Surgery Cases	777	844	788	869	811	786	800	717	742	742	745	836	814	835	(21)
OP Surgery Cases	448	495	523	433	524	426	383	351	368	376	386	471	434	540	(106)
Transplants	13	14	8	16	12	12	11	11	8	16	11	16	14	12	2
Total ER Visits	9,432	9,898	9,091	8,994	9,728	9,183	9,844	9,875	9,764	8,991	8,662	9,721	9,532	9,904	(372)
ED to Admission	10.61%	10.03%	9.94%	11.34%	10.27%	11.29%	11.01%	11.06%	11.61%	11.36%	11.49%	11.53%	11.40%	8.57%	2.84%
ED to Observation	10.28%	10.65%	12.00%	11.52%	11.14%	10.52%	10.66%	9.05%	9.35%	11.10%	10.14%	9.49%	10.14%	14.90%	(4.76%)
ED to Adm/Obs	20.90%	20.68%	21.94%	22.86%	21.41%	21.81%	21.67%	20.11%	20.96%	22.46%	21.62%	21.03%	21.55%	23.47%	(1.92%)
Quick Care	16,025	17,060	15,800	14,601	17,119	15,811	16,971	20,344	20,786	18,744	17,859	20,910	17,390	17,084	306
Primary Care	5,888	5,795	5,841	5,724	6,942	6,780	6,670	6,407	5,740	6,842	6,589	6,458	5,875	6,789	(914)
UMC Telehealth - QC	-	-	-	451	335	313	450	667	729	526	474	542	509	-	509
OP Ortho Clinic	-	-	-	-	-	-	-	665	658	1431	1,234	1,722	1,564	-	1,564
Deliveries	108	94	113	121	129	129	133	142	137	137	116	120	101	135	(34)

Payor Mix Trend

IP- Payor Mix 12 Mo Apr- 23

Fin Class	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Commercial	18.01%	17.55%	17.37%	17.08%	18.65%	17.25%	17.86%	16.03%	15.28%	16.69%	15.57%	18.38%	16.91%	17.14%	(0.23%)
Government	4.37%	5.30%	3.81%	5.19%	4.27%	4.12%	4.63%	3.26%	3.70%	3.08%	4.00%	4.35%	3.97%	4.17%	(0.20%)
Medicaid	43.39%	43.95%	45.57%	44.53%	45.23%	44.63%	43.43%	44.29%	43.28%	43.39%	43.29%	43.43%	43.82%	44.03%	(0.21%)
Medicare	30.06%	28.65%	28.56%	27.61%	26.69%	27.74%	28.96%	31.19%	32.57%	31.48%	32.12%	29.21%	31.18%	29.57%	1.61%
Self Pay	4.17%	4.55%	4.69%	5.59%	5.16%	6.26%	5.12%	5.23%	5.17%	5.36%	5.02%	4.63%	4.12%	5.08%	(0.96%)

ED- Payor Mix 12 Mo Apr- 23

Fin Class	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Commercial	17.69%	17.47%	17.86%	17.90%	18.02%	18.07%	17.92%	16.36%	16.66%	17.90%	17.17%	17.99%	16.58%	17.58%	(1.00%)
Government	3.93%	4.09%	4.41%	4.12%	3.99%	4.05%	4.10%	3.56%	3.67%	3.67%	3.96%	4.56%	3.84%	4.01%	(0.17%)
Medicaid	53.23%	53.94%	52.92%	53.12%	52.87%	51.20%	51.95%	54.76%	53.46%	51.71%	53.33%	52.97%	53.70%	52.96%	0.75%
Medicare	13.33%	12.88%	13.07%	13.82%	13.25%	13.79%	14.23%	13.53%	14.34%	14.96%	15.19%	13.97%	14.67%	13.86%	0.81%
Self Pay	11.82%	11.62%	11.74%	11.04%	11.87%	12.89%	11.80%	11.79%	11.87%	11.76%	10.35%	10.51%	11.21%	11.59%	(0.38%)

Payor Mix Trend

Surg IP- Payor Mix 12 Mo Apr- 23

Surg IP	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Commercial	23.81%	20.73%	18.53%	21.03%	23.80%	23.41%	20.70%	20.89%	20.56%	20.16%	20.27%	22.61%	20.76%	21.38%	(0.62%)
Government	4.38%	8.41%	5.20%	7.13%	7.77%	5.09%	6.48%	5.43%	6.32%	4.44%	6.80%	6.58%	6.51%	6.17%	0.34%
Medicaid	34.74%	34.24%	40.36%	37.47%	35.38%	36.89%	33.92%	38.58%	38.85%	37.63%	37.87%	36.95%	38.45%	36.91%	1.54%
Medicare	32.82%	31.04%	31.09%	27.24%	27.87%	28.12%	32.79%	30.50%	28.09%	32.12%	30.13%	29.19%	29.49%	30.08%	(0.59%)
Self Pay	4.25%	5.58%	4.82%	7.13%	5.18%	6.49%	6.11%	4.60%	6.18%	5.65%	4.93%	4.67%	4.79%	5.47%	(0.68%)

Surg OP- Payor Mix 12 Mo Apr- 23

Surg OP	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Commercial	33.26%	31.52%	32.89%	34.10%	32.76%	33.80%	33.68%	28.21%	36.14%	26.06%	26.17%	24.63%	29.95%	31.10%	(1.15%)
Government	6.03%	6.87%	8.80%	6.22%	6.67%	8.22%	6.27%	5.70%	5.43%	5.85%	7.77%	7.01%	7.37%	6.74%	0.63%
Medicaid	37.72%	37.57%	34.98%	40.79%	36.57%	36.85%	36.81%	42.17%	32.61%	42.82%	39.12%	42.24%	35.25%	38.35%	(3.10%)
Medicare	20.98%	21.62%	21.99%	16.36%	21.52%	17.84%	20.37%	20.51%	21.74%	23.14%	25.90%	24.42%	24.19%	21.37%	2.82%
Self Pay	2.01%	2.42%	1.34%	2.53%	2.48%	3.29%	2.87%	3.41%	4.08%	2.13%	1.04%	1.70%	3.24%	2.44%	0.80%

SUMMARY INCOME STATEMENT APR

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$373,152,421	$339,535,567	$33,616,854	9.90%	↑
Net Patient Revenue	$72,544,246	$64,190,209	$8,354,037	13.01%	↑
Other Revenue	$3,154,301	$2,419,396	$734,904	30.38%	↑
Total Operating Revenue	**$75,698,546**	**$66,609,605**	**$9,088,941**	**13.65%**	↑
Net Patient Revenue as a % of Gross	19.44%	18.91%	0.54%	-	

EXPENSE	Actual	Budget	Variance	% Variance	
Total Operating Expense	**$74,722,340**	**$66,051,670**	**($8,670,670)**	**(13.13%)**	↓

INCOME FROM OPS	Actual	Budget	Variance	% Variance	
Total Inc from Ops	**$976,206**	**$557,935**	**$418,271**	**0,074.97%**	↑
Add back: Depr & Amort.	$2,953,327	$2,955,392	$2,065	0.07%	↑
Tot Inc from Ops plus Depr & Amort.	**$3,929,533**	**$3,513,327**	**$416,206**	**11.85%**	↑
Operating Margin (w/Depr & Amort.)	**5.19%**	**5.27%**	**(0.08%)**	**-**	

SUMMARY INCOME STATEMENT YTD APR

REVENUE	Actual	Budget	Variance	% Variance	
Total Gross Patient Revenue	$3,647,549,986	$3,403,946,716	$243,603,270	7.16%	↑
Net Patient Revenue	$677,770,779	$639,383,864	$38,386,915	6.00%	↑
Other Revenue	$31,988,063	$25,521,252	$6,466,811	25.34%	↑
Total Operating Revenue	**$709,758,842**	**$664,905,116**	**$44,853,726**	**6.75%**	↑
Net Patient Revenue as a % of Gross	18.58%	18.78%	(0.20%)	-	
EXPENSE	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Operating Expense	**$708,561,590**	**$661,000,304**	**($47,561,285)**	**(7.20%)**	↓
INCOME FROM OPS	**Actual**	**Budget**	**Variance**	**% Variance**	
Total Inc from Ops	**$1,197,252**	**$3,904,812**	**($2,707,560)**	**(69.34%)**	↓
Add back: Depr & Amort.	$29,355,081	$29,116,638	($238,444)	(0.82%)	↓
Tot Inc from Ops plus Depr & Amort.	**$30,552,334**	**$33,021,450**	**($2,469,116)**	**(7.48%)**	↓
Operating Margin (w/Depr & Amort.)	**4.30%**	**4.97%**	**(0.66%)**	-	

SUMMARY INCOME STATEMENT TREND

REVENUE	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Total Gross Patient Revenue	$337,185	$345,132	$338,423	$356,195	$374,965	$353,902	$357,810	$353,064	$369,393	$359,307	$347,996	$401,766	$373,152	$357,928	$15,224
Net Patient Revenue	$64,298	$66,093	$63,125	$64,442	$66,003	$64,304	$63,577	$65,144	$65,505	$69,348	$69,080	$77,823	$72,544	$66,562	$5,982
Other Revenue	$2,527	$1,321	$2,805	$2,516	$2,177	$2,581	$4,113	$2,099	$7,116	$2,462	$3,210	$2,559	$3,154	$2,957	$197
Total Operating Revenue	**$66,826**	**$67,414**	**$65,930**	**$66,958**	**$68,180**	**$66,885**	**$67,690**	**$67,244**	**$72,621**	**$71,810**	**$72,291**	**$80,382**	**$75,699**	**$69,519**	**$6,179**
Net Patient Revenue as a % of Gross	19.07%	19.15%	18.65%	18.09%	17.60%	18.17%	17.77%	18.45%	17.73%	19.30%	19.85%	19.37%	19.44%	18.60%	0.84%

EXPENSE	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Salaries, Wages and Benefits	$40,875	$39,809	$36,995	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$41,373	$4,629
Supplies	$11,243	$11,844	$9,479	$11,288	$11,569	$12,110	$12,085	$12,293	$15,052	$13,377	$11,336	$14,367	$12,810	$12,170	$639
Other	$15,816	$16,251	$17,617	$15,284	$15,240	$15,892	$16,152	$15,764	$16,390	$17,222	$14,440	$15,180	$15,911	$15,937	($27)
Total Operating Expense	**$67,934**	**$67,905**	**$64,091**	**$67,800**	**$66,645**	**$67,490**	**$69,664**	**$68,432**	**$74,363**	**$73,237**	**$69,541**	**$76,666**	**$74,722**	**$69,481**	**$5,242**

INCOME FROM OPS	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Total Inc from Ops	**($1,108)**	**($491)**	**$1,839**	**($842)**	**$1,535**	**($605)**	**($1,974)**	**($1,188)**	**($1,742)**	**($1,427)**	**$2,750**	**$3,716**	**$976**	**$38**	**$938**
Add back: Depr & Amort.	$2,545	$2,245	$2,219	$2,781	$2,819	$2,802	$2,811	$2,811	$3,287	$3,231	$2,904	$2,956	$2,953	$2,784	$169
Tot Inc from Ops plus Depr & Amort.	**$1,437**	**$1,754**	**$4,057**	**$1,938**	**$4,354**	**$2,196**	**$837**	**$1,623**	**$1,545**	**$1,804**	**$5,653**	**$6,671**	**$3,930**	**$2,823**	**$1,107**
Operating Margin (w/Depr & Amort.)	**2.15%**	**2.60%**	**6.15%**	**2.90%**	**6.39%**	**3.28%**	**1.24%**	**2.41%**	**2.13%**	**2.51%**	**7.82%**	**8.30%**	**5.19%**	**4.06%**	**1.13%**

SALARY & BENEFIT EXPENSE APR

	Actual	Budget	Variance	% Variance	
Salaries	$29,149,641	$24,743,617	($4,406,024)	(17.81%)	↓
Benefits	$12,743,145	$11,902,314	($840,831)	(7.06%)	↓
Overtime	$1,228,368	$782,956	($445,413)	(56.89%)	↓
Contract Labor	$2,880,599	$856,754	($2,023,846)	(236.22%)	↓
TOTAL	$46,001,754	$38,285,640	($7,716,114)	(20.15%)	↓
Paid FTEs	3,815	3,511	(303)	(8.64%)	↓
SWB per FTE	$12,059	$10,904	($1,156)	(10.60%)	↓
SWB/APD	$2,441	$2,156	($285)	(13.21%)	↓
SWB % of Net	63.41%	59.64%	-	(3.77%)	↓
AEPOB	6.07	5.95	(0.12)	(2.05%)	↓

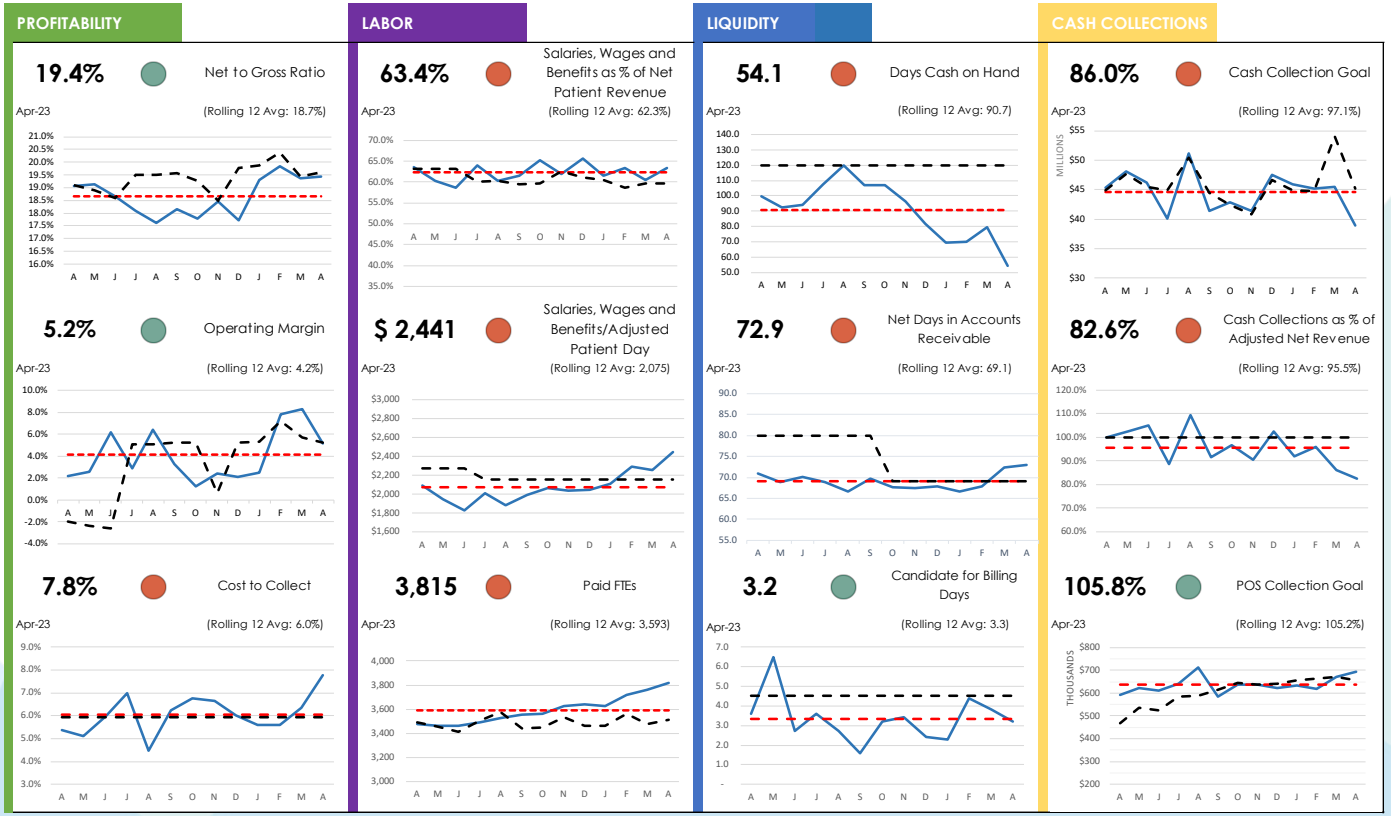
SALARY & BENEFIT EXPENSE TREND

SALARY & BENEFIT EXPENSE	Apr- 22	May- 22	Jun- 22	Jul- 22	Aug- 22	Sep- 22	Oct- 22	Nov- 22	Dec- 22	Jan- 23	Feb- 23	Mar- 23	Apr- 23	12-Mo Avg	Apr to Avg Var
Salaries	$25,957	$25,994	$23,562	$26,230	$26,013	$25,194	$27,845	$26,358	$28,230	$27,978	$26,094	$28,739	$29,150	$26,516	($2,633)
Benefits	$11,568	$11,274	$11,124	$12,908	$11,886	$12,359	$11,626	$12,009	$12,385	$12,426	$11,525	$12,671	$12,743	$11,980	($763)
Overtime	$1,405	$1,216	$1,183	$1,283	$1,106	$1,012	$961	$1,128	$1,116	$936	$813	$1,277	$1,228	$1,120	($109)
Contract Labor	$1,944	$1,325	$1,126	$808	$832	$922	$995	$880	$1,191	$1,298	$5,332	$4,432	$2,881	$1,757	($1,124)
TOTAL	$40,875	$39,809	$36,995	$41,229	$39,837	$39,487	$41,427	$40,375	$42,921	$42,637	$43,764	$47,120	$46,002	$41,373	($4,629)
Paid FTE	3,478	3,459	3,460	3,492	3,536	3,553	3,570	3,630	3,625	3,623	3,715	3,761	3,815	3,575	(240)
SWB per FTE	$11,753	$11,507	$10,692	$11,808	$11,267	$11,114	$11,604	$11,121	$11,840	$11,769	$11,781	$12,530	$12,059	$11,566	($494)
SWB/APD	$2,090	$1,946	$1,830	$2,008	$1,885	$1,988	$2,059	$2,032	$2,047	$2,109	$2,285	$2,251	$2,441	$2,044	($396)
SWB % of Net	**63.57%**	**60.23%**	**58.60%**	**63.98%**	**60.36%**	**61.41%**	**65.16%**	**61.98%**	**65.52%**	**61.48%**	**63.35%**	**60.55%**	**63.41%**	**62.18%**	**-1.23%**
OT % of Productive	**4.41%**	**4.10%**	**4.30%**	**4.27%**	**3.63%**	**3.25%**	**3.29%**	**3.72%**	**3.44%**	**3.15%**	**2.98%**	**3.63%**	**3.73%**	**3.68%**	**-0.05%**
AEPOB	**5.34**	**5.25**	**5.14**	**5.27**	**5.19**	**5.37**	**5.50**	**5.48**	**5.36**	**5.56**	**5.43**	**5.57**	**6.07**	**5.37**	**(0.70)**

EXPENSES APR

	Actual	Budget	Variance	% Variance	
Professional Fees	$2,941,947	$3,774,155	$832,208	22.05%	↑
Supplies	$12,809,752	$12,072,577	($737,175)	(6.11%)	↓
Purchased Services	$6,403,268	$5,940,506	($462,761)	(7.79%)	↓
Depreciation	$2,391,371	$2,325,568	($65,803)	(2.83%)	↓
Amortization	$561,956	$629,824	$67,868	10.78%	↑
Repairs & Maintenance	$1,509,378	$914,191	($595,187)	(65.11%)	↓
Utilities	$509,455	$490,357	($19,098)	(3.89%)	↓
Other Expenses	$1,409,267	$1,428,017	$18,750	1.31%	↑
Rental	$184,192	$190,834	$6,642	3.48%	↑
Total Other Expenses	**$28,720,586**	**$27,766,030**	**($954,557)**	**(3.44%)**	↓

KEY FINANCIAL INDICATORS APR



FY23 CASH FLOW

	April 2023	March 2023	February 2023	YTD of FY2023
Operating Activities				
Cash received from patients and payors	52,743,939	80,265,380	64,993,917	571,614,153
Cash paid to vendors	(62,837,156)	(27,403,670)	(26,569,550)	(313,625,880)
Cash paid to employees	(50,229,310)	(38,491,042)	(37,079,337)	(416,037,762)
Other operating receipts/(disbursements)	2,817,746	11,257,412	1,567,681	33,452,785
Net cash provided by/(used in) operations	(57,504,781)	25,628,080	2,912,712	(124,596,704)
Investing Activities				
Purchase of property and equipment, net	(2,127,654)	(3,828,344)	(1,673,209)	(25,339,307)
Interest received	306,907	342,610	359,960	13,006,429
Addition/(reduction) in donor-restricted cash	-	-	-	-
Addition/(reduction) in internally designated cash	31,477,403	1,699,403	(676,751)	82,794,926
Net cash provided by/(used in) investing activities	29,656,656	(1,786,331)	(1,990,000)	70,462,048
Financing Activities				
From/(to) Clark County	-	-	-	-
Unrestricted donations and other	-	-	-	-
Borrowing/(repayment) of debt	-	-	-	(6,370,000)
Interest paid	-	(101,758)	-	(328,148)
Other	-	-	-	-
Net cash provided by/(used in) financing activities	-	(101,758)	-	(6,698,148)
Increase/(decrease) in cash	(27,848,126)	23,739,992	922,712	(60,832,803)
Cash beginning of period	49,262,100	25,522,108	24,599,396	82,246,777
Cash end of period	21,413,974	49,262,100	25,522,108	21,413,974
Unrestricted cash	21,413,974	49,262,100	25,522,108	21,413,974
Cash restricted by donor	4,470,969	5,415,218	4,362,174	4,470,969
Internally designated cash	92,960,992	124,438,394	126,137,797	92,960,992

FY23BALANCE SHEET HIGHLIGHTS

	Apr 2023	Mar 2023	Feb 2023
CASH			
Unrestricted	$ 21.4	$ 49.3	$ 25.5
Restricted by donor	4.5	5.4	4.4
Internally designated	93.0	124.4	126.1
	$ 118.8	$ 179.1	$ 156.0
NET WORKING CAPITAL	$ 235.9	$ 238.0	$ 235.0
NET PP&E	$ 199.7	$ 199.2	$ 198.0
LONG-TERM DEBT	$ -	$ -	$ -
NET PENSION LIABILITY	$ 313.9	$ 313.9	$ 313.9
NET POSITION	$ (216.6)	$ (217.3)	$ (220.8)

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **CFO Update**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	
Recommendation: **That the Audit and Finance Committee receive an update report from the Chief Financial Officer; and direct staff accordingly.** ***(For possible action)***	

FISCAL IMPACT:

None

BACKGROUND:

The Chief Financial Officer will provide an update on any financial matters of interest to the Board.

Cleared for Agenda
May 24, 2023

Agenda Item #
7

Agreements with a P&L Impact											
Item #	**Bid/RFP# or CBE**	**Vendor on GPO?**	**Contract Name**	**New Contract/ Amendment/Exercise Option/Change Order**	**Are Terms/Conditions the Same?**	**This Contract Term**	**Out Clause**	**Contract Value**	**Capital/Maintenance and Support**	**Savings/Cost Increase**	**Requesting Department**	**Description/Comments**
12	NRS 332.115(1)(b)	No	EV&A Professional Services	Amendment	No	1 Year	30 days w/o cause	Base Agreement NTE $550,000 Amendment 1 NTE $130,000 Cumulative Total NTE $980,000	None	Increase NTE $300,000	Plant Operations	The original Master Service Agreement was entered into to enable Plant Operations to procure architectural design and documentation services (required for permitting) from EV&A on a task order basis. This amendment is to add funds for additional architectural design projects contemplated through the final option year, including space plans for staff relocation, tenant improvements in existing facilities, etc.
13	RFQ 2023-01	No	Las Vegas Urology, LLP	New Contract	N/A	3 Years, with Two (1)-Year Options	30 days w/o cause	Base Agreement NTE $5,292,500	None	N/A	ED	Provide emergency and on-call urology services with consultative coverage on a 24/7 basis to treat Hospital's adult inpatients, outpatients, and Emergency and Trauma Department patients, in accordance with the schedule maintained by Medical Staff. In addition, the physician group will provide a transplant urologist who is fellowship trained in oncologic urology. This service is necessary as a Level 1 trauma center and offer treatment for patients presented in the ED or as inpatients with urologic emergencies.
14	NRS 332.115(1)(b)	No	Terminix International Company Limited Partnership D/B/A Terminix Commercial	Amendment	No	5 Year	30 days w/o cause	Base Agreement NTE $100,000 Amendments NTE $1,438,280.00 Cumulative Total NTE $1,538,280.00	None	Increase $250,000	EVS	Amendment 4 to Agreement adds funding to cover new locations and provides additional detail for on demand services with rates for off hour, hourly and per-job treatments, if requested.. The funding will cover services through the term of the agreement, July 26, 2024.
15	N/A	No	Clark County (Department of Real Property Management)	New Contract	N/A	N/A	Due Diligence Period	Base Agreement 6,500,000	None	None	Executive Office	Staff requests board approval of the 710 South Tonopah property acquisition. The property consist of a 20,266 square foot 2-story medical building located on 1.13 acres of developed land (APN 139-32-803-010) with a 136 space parking garage on Tonopah and Wellness Way. The purchase transaction is between Clark County and Atomic Cocktail LLC , however, Staff requests authority for the Chief Executive Officer to execute any necessary documents for the transaction. This acquisition will allow UMC to expand the existing campus within the medical district.
16	NRS 332.115(1)(a)	No	Nevada Donor Network, Inc.	Amendment	No	1 Year	30 days w/o cause	Base Agreement NTE $22,500,000 Amendment 1 NTE $12,000,000 Cumulative Total NTE $34,500,000	None	Increase NTE $12,000,000	Transplant Services	Provide kidney organ recovery, arrangement and associated transplantation services between donors and recipients. Amendment 1 requests to add the 'pancreas' organ for transplant recovery and increase the funding by NTE $12,000,000 for services performed from January 1, 2023 to December 31, 2023. The funding increase is due to an upsurge in transplant volumes and the CMS standard acquisition cost of organs. This agreement is necessary to maintain compliance with CMS for conditions of participation of Transplant Hospitals, conditions of coverage for OPOs, and state law. The SAC fee increased from an estimated $45K to $65K.
17	N/A	No	701 Medical LLC	Amendment	No	5 Year	Budget Act / Fiscal Fund Out	Amendment III $452,304 Cumulative Total $2,261,520	None	Increase	Executive Office	This Amendment extends the Standard Office Lease Agreement with 701 Medical for the property at 701 Shadow Lane (UMC's Wellness Center) for an additional 5 year period through August 31, 2028 and adds additional premise space for UMC to utilize. Specifically, UMC will lease Suites 200 and 300 of the building.

Agreements with $0 P&L impact and/or positive P&L impact (i.e. grants)									
Item #	Bid/RFP# or CBE	Vendor on GPO?	Contract Name	New Contract/ Amendment/Exercise Option/Change Order	Are Terms/Conditions the Same?	This Contract Term	Out Clause	Estimated Revenue	Requesting Department	Description/Comments
8	NRS 332.115(1)(f)	No	Health Plan of Nevada	Amendment	No	2 Years	90 days w/o cause	Revenue based on volume	Managed Care	Letter of Agreement to add reimbursement rates for orthopedic and anesthesiology services during the period of November 1, 2022 through March 31, 2023
9	NRS 332.115(1)(f)	No	Community Care dba Anthem Blue Cross Blue Shield	Amendment	No	3 Years	180 days w/o cause	Revenue based on volume	Managed Care	Amendment to Hospital Agreement to add a new reimbursement rate schedule for Anthem's Medicaid members for anesthesia services.
10	NRS 332.115(1)(f)	No	Select Heatlh	Amendment	No	2 Years	60 days w/o cause	Revenue based on volume	Managed Care	Amendment 3 to Participating Facility Agreement to extend the term and increase rates.
11	NRS 332.115(1)(f)	No	P3	Amendment	No	2 Years	120 days w/o cause	Revenue based on volume	Managed Care	Amendment 3 to add Orthopedic Services at UMC hospital and Providers

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Ratify Letter of Agreement with Health Plan of Nevada, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for ratification by the Governing Board the Letter of Agreement with Health Plan of Nevada, Inc.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: 1/2/2023 to 12/31/2025
Amount: Revenue based on volume
Out Clause: 90 business days w/o cause

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

BACKGROUND:

This request is for ratification of the Letter of Agreement ("LOA") with Health Plan of Nevada, Inc. ("Health Plan") to establish reimbursement rates for orthopedic and anesthesiology services provided to HPN members during the period of November 1, 2022 through March 31, 2023. The LOA was entered into immediately so that UMC could take advantage of immediate billing for services.

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

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

Cleared for Agenda
May 24, 2023

Agenda Item #
8

HEALTH PLAN OF NEVADA
A UnitedHealthcare Company

Thursday, May 4, 2023

ATTN: ROSE COKER, MBA, DIRECTOR, UMC

RE: Health Plan of Nevada, Inc. Letter of Agreement

This Letter of Agreement sets forth the terms and conditions under which Health Plan of Nevada, Inc. (hereinafter referred to as "COMPANY") and University Medical Center (hereinafter referred to as "PROVIDER") enter into an Agreement by which COMPANY shall make payment towards PROVIDER's bill for medical services, subject to the terms of the Health Plan of Nevada, Inc. Member's benefit plan.

The terms and conditions of the Agreement between COMPANY and PROVIDER are set forth below:

PROVIDER agrees to render medically necessary covered services. PROVIDER agrees to obtain prior authorization from COMPANY prior to rendering services. PROVIDER agrees to verify Member's eligibility and benefits. Reimbursement is subject to prior authorization, medical necessity and Member's eligibility and benefits.

PROVIDER and COMPANY mutually agree upon service and contracted amount as follows:

For Medically Necessary Services rendered by PROVIDER, COMPANY shall reimburse PROVIDER less applicable copayments, coinsurance and or deductibles as indicated below:

Provider: University Medical Center
TIN: 886000436
Plans: Health Plan of Nevada; Sierra Health and Life; Health Plan of Nevada Medicaid

Effective Date: November 01, 2022 through March 31, 2023.

Orthopedic - % of the Medicare Allowable
Anesthesiology - CPT codes 00100-01999 - $ per ASA unit

PROVIDER agrees to look only to COMPANY or its designated third party administrator for compensation for the medically necessary prior authorized covered services except for applicable copayment, coinsurance, deductible charges, and/or disallowed charges. PROVIDER agrees to hold harmless COMPANY, insured, and/or the above described patient from responsibility for payment of any balance between PROVIDER bill and the mutually agreed upon contracted amount listed above.

PROVIDER agrees to submit claim(s) to COMPANY at the following address with a copy of this letter of agreement:

Health Plan of Nevada, Inc.
Claims Department
PO Box 15645
Las Vegas, NV 89114-5645

PROVIDER agrees to furnish complete UB-92 or its successor and/or CMS 1500 claim forms to COMPANY for adjudication and payment.

PROVIDER agrees to reimburse COMPANY within thirty (30) days of written notification from COMPANY for any overpayment to PROVIDER made by COMPANY.

In the event that COMPANY is not the primary payer, the discounted fee for services will also apply to COMPANY as secondary payer.

HEALTH PLAN OF NEVADA
A UnitedHealthcare Company

PROVIDER shall submit claims for all Covered Services directly to COMPANY within thirty (30) days of the date of service but, in any event, no later than ninety (90) days following the date of service. Claims which are not submitted within this timely filing period or with incomplete or inaccurate information shall not be honored for payment. PROVIDER agrees not to bill COMPANY or Member for services associated with such claims. This provision shall not apply to any claim wherein COMPANY was the cause of the delay. PROVIDER certifies the accuracy, completeness and truthfulness of claims and/or encounter data.

COMPANY RESPONSIBILITY

COMPANY and PROVIDER agree that COMPANY shall adjudicate and pay PROVIDER's clean claim for medically necessary covered services in accordance with applicable state and federal guidelines and in accordance with COMPANY's claims processing procedures and guidelines.

Any determination that any provision of this Agreement or any application thereof is invalid, illegal or unenforceable in any respect in any instance shall not affect the validity, legality and enforceability of such provision in any other instance, or the validity, legality, or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by the undersigned, the same being duly authorized to do so.

HEALTH PLAN OF NEVADA, INC.	**PROVIDER**
	University Medical Center of Souther Nevada
Authorized Signature	Authorized Signature
Print Name	Print Name and Title
	Mason Van Houweling Chief Executive Officer
Title	Date
Date	Tax ID Number
	NPI Number
	Billing/Remittance Address

Please countersign this Letter of Agreement on the space provided above and email back to my attention at Contracting@sierrahealth.com. Your signature below will represent your agreement to abide by the terms and conditions expressed in this Letter of Agreement.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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:

Corporate/Business Entity Name:	United Healthcare Services, Inc.	
(Include d.b.a., if applicable)		
Street Address:	9900 Bren Road East	**Website:**
City, State and Zip Code:	Minnetonka, MN 55343	**POC Name:** **Email:**
Telephone No:		**Fax No:**
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)
UnitedHealth Group Incorporated	Delaware Corporation (publicly traded as UHN)	100%

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

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 — Print Name: Heather Lang

Title: Asst. Secretary — Date: 11/15/22

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment to Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Center: 3000850000
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment – Same term
Amount: Amendment – Revenue based on volume
Out Clause: 90 days w/o cause

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

BACKGROUND:

On August 1, 2016, UMC entered into a Hospital Agreement with Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions ("Anthem") for services UMC provides to Anthem's members.

This Amendment requests to add a new reimbursement rate schedule for Anthem's Medicaid members for anesthesia services.

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

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

Cleared for Agenda
May 24, 2023

Agenda Item #
9

AMENDMENT
TO THE
ANTHEM BLUE CROSS AND BLUE SHIELD HEALTHCARE SOLUTIONS
HOSPITAL AGREEMENT
PLAN PAYMENT SHEDULE ATTACHEMENT

Effective January 1, 2023, THE HOSPITAL AGREEMENT ("Agreement") that was made and entered into by and between Community Care Health Plan of Nevada, Inc. d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions (Anthem) and University Medical Center of Southern Nevada (Facility) dated August 1, 2016 (Effective Date), is hereby amended as follows;

WHEREAS, Anthem and Facility desire to amend the Agreement as set forth below in order that the Agreement, as amended is acceptable to both parties; and

NOW THEREFORE, the parties agree to amend the agreement by replacing the following language in the Facility Agreement and the PLAN PAYMENT SCHEDULE ATTACHMENT with the following:

1. Applicable Anthem Rate. For Inpatient Services and Outpatient Services rendered on or after the Effective Date of this Agreement, the applicable Anthem Rate for all Plans is pursuant to this Plan Payment Schedule. Reimbursement shall be the lesser of Facility Charges or the Anthem Rate set forth herein.

MEDICAID			
ACUTE CARE HOSPITAL			
Service Description	**Billing Code**	**Rate**	**Method**
Inpatient Services	Applicable Revenue Codes	of Nevada Medicaid Published Rates	Per Diem
Outpatient Surgical Services	Revenue Codes 0360-0362, 0369, 0490-0499, 0720-0729, 0750, 0790, 0810, 0819 with applicable CPT/HCPCS codes	of the Nevada Medicaid ASC Hospital Based Outpatient Surgery	Per Case
Observation Stay	Revenue Code 0762 with CPT/HCPCS Code	$	Per Hour (minimum of 6 hours and maximum of 48 hours)
Other Outpatient Services	Applicable Revenue Codes with CPT/HCPCS Code	% of the Nevada Outpatient Fee Schedule	Per Service
Drugs and Biologicals	Revenue Code 0250 - 0252, 0254-0255, 0257 - 0259, 0631, 0636 with CPT/HCPCS Code	% of Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule	Per Service

1. All services billed by Provider will be submitted on a CMS-1450 (or its successor) form or corresponding electronic format.

2. Anthem Blue Cross and Blue Shield will update the DHCFP Inpatient Revenue Codes and Rates schedule no more than sixty (60) days from the date of receipt of notice of final changes or on the effective date of such changes, whichever is later. Such changes will be applied on a prospective basis.

3. Per Diem payments for all inpatient admissions shall account for all services during the stay including Same Day Surgeries, Emergency, and Observation services and all pre-admission (workup) services incurred up to three (3) days in advance of the admission.

4. Revenue Code 0681 has a one (1) unit maximum per claim.

5. Reimbursement for the applicable Surgery Codes is considered to be all-inclusive. All other codes and services billed are not reimbursable.

6. For multiple grouped outpatient surgical procedures performed at the same admission, the primary procedure shall be reimbursed at of the applicable group rate, percent (%) of the applicable group rate for the second procedure, and (%) of the applicable group rate for the third procedure, and percent (%) of the applicable group rate for all subsequent procedures.

7. Emergency and Observation services rendered within one (1) day of a Same Day Surgery, and all pre-admission (workup) services shall be included in the Same Day Surgery Per Case rate.

8. These rates shall not apply to organ or tissue transplant services which, if the parties mutually agree to be provided by the Hospital, shall be evidenced by a separate writing signed by the parties.

9. Payments are for facility services only; professional services are excluded.

10. Revenue Codes: 0510-0529 along with all associated services are excluded.

MEDICAID PROFESSIONAL SERVICES			
Service Description	**Billing Code**	**Rate**	**Method**
Professional Services	Applicable CPT/HCPCS codes	% of Nevada Medicaid Fee Schedule	Per Service
Anesthesiology – Professional Services	Applicable CPT/HCPCS Codes and Modifiers	% of CMS Anesthesia Conversion Factor	Per CMS-RVU, Plus time Increments
Drugs & Biologicals	Applicable CPT/HCPCS/ NDC codes	% of the Medicare Part B Drug Average Sales Price ("ASP") Fee Schedule	Per Service
Durable Medical Equipment, Prosthetics, Orthotics and Supplies (DMEPOS)	Applicable CPT/HCPCS Code	% Anthem DMEPOS Fee Schedule	Per Service
Clinical Laboratory Services	Applicable CPT/HCPCS Code	% of Anthem National Reference Laboratory Fee Schedule	Per Service

1. All services billed by Provider will be submitted on a CMS 1500 (or its successor) form or corresponding electronic format.

2. Payments specified as Nevada Medicaid Fee Schedule refer to the applicable Nevada Medicaid Fee Schedule for the market(s) and program(s) covered by the Agreement. In the event the State of Nevada modifies such Fee Schedule, Anthem Medicaid will in turn update its system to reflect such modification(s) no more than sixty (60) days from the date of the receipt of notice of final changes or on the effective date of such changes, whichever is later. Fee Schedule changes will be applied on a prospective basis.

MEDICAID			
URGENT CARE CENTER			
Service Description	**Billing Code**	**Rate**	**Method**
Urgent Care Center Services	Applicable CPT/HCPCS code	% of Applicable Nevada Medicaid Fee Schedule	Per Service

1. All services billed by Provider will be submitted on a CMS 1500 (or its successor) form or corresponding electronic format.

2. The global rate is all inclusive of professional, technical, and facility charges including laboratory and radiology done on site.

3. Provider cannot see Covered Persons assigned to him/her as a PCP via the urgent care center.

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

PROVIDER LEGAL NAME ACCORDING TO W-9 FORM WITH D/B/A: University Medical Center of Southern Nevada

By: _____ _____
Signature, Authorized Representative of Provider(s) Date

Printed: _____ _____
Name Title

Address: _____ _____
Street City State Zip

Tax Identification Number (TIN): 886000436

Community Care Health Plan of Nevada, Inc d/b/a Anthem Blue Cross and Blue Shield Healthcare Solutions

By: _____ _____
Signature, Authorized Representative of Anthem Date

Printed: Joy Cleveland Regional Vice President, Provider Solutions
Name Title

Address 9133 West Russell Road Las Vegas NV 89148
Street City State Zip

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
☐ Sole Proprietorship	☐Partnership	☐ Limited Liability Company	X 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:

Corporate/Business Entity Name:	Community Care Health Plan of Nevada, Inc	
(Include d.b.a., if applicable)	d.b.a. Anthem Blue Cross and Blue Shield Healthcare Solutions	
Street Address:	9133 W. Russell Rd	**Website:** www.anthem.com
City, State and Zip Code:	Las Vegas, NV 89148	**POC Name:** Joy Cleveland **Email:** joy.cleveland@anthem.com
Telephone No:	702-271-0648	**Fax No:** N/A
Nevada Local Street Address: **(If different from above)**	same as above	**Website:** same as above
City, State and Zip Code:	same as above	**Local Fax No:** N/A
Local Telephone No:	same as above	**Local POC Name:** same as above **Email:** same as above

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

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

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

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

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? X 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 X 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 X 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	Joy Cleveland Print Name
RVP, PSO Title	7/27/2021 Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Three to Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc.; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – extend through 5/1/2025
Amount: Amendment 3 – revenue based on volume
Out Clause: 60 days w/o cause

BACKGROUND:

On May 27, 2020, the Governing Board approved the Participating Facility Agreement with SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc. (collectively called "Plan") to provide its members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement Term is from May 27, 2020 to May 26, 2023. Amendment 1, effective October 8, 2020, added the Qualified Health Plan Addendum. Amendment Two effective May 1, 2021, added a new plan (i.e., SelectHealth Med (HMO/POS) Network) to the existing Agreement.

This Amendment Three requests to extend the Agreement term through May 1, 2025, and update the fee schedule.

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

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

Cleared for Agenda
May 24, 2023

Agenda Item #
10

AMENDMENT THREE TO
PARTICIPATING FACILITY AGREEMENT

This Amendment Three to Participating Facility Agreement ("Amendment") is entered into as of the 1st day of May, 2023 ("Effective Date"), by and into between SelectHealth, Inc. and SelectHealth Benefit Assurance, Inc., (collectively referred to as "Plan") and University Medical Center of Southern Nevada ("Hospital").

WHEREAS, Plan and Hospital have entered into a Participating Facility Agreement with an effective date of 27th day of May, 2020, ("Agreement") and amended on October 8, 2020 to add the Qualified Health Plan Addendum; and amended on May 1, 2021 to add hospital participation in the Select Health Med (HMO/POS) Network;

WHEREAS, Section XII.3 of the Agreement allows Plan and Hospital to amend the Agreement by executing an amendment in writing; and

WHEREAS, Plan and Hospital desire to extend the term period of the Agreement and update the reimbursement schedules;

WHEREAS, Plan and Hospital desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Agreement is amended as follows:

1. Section VII Term and Termination shall be deleted and replaced with the following:

   1. The Agreement is effective as of May 27, 2020, and extends until May 1, 2025.

2. Exhibit A dated May 1, 2021 to the SelectHealth Med (HMO/POS) of the Participating Facility Agreement is deleted in its entirety and is replaced with the attached Exhibit A Select health Med (HMO/POS) Compensation Schedule;

3. Except as expressly stated herein, the Agreement remains in full force and effect.

(Remaining page left blank)

SelectHealth, Inc.
SelectHealth Benefit Assurance, Inc.:

Print Name: Heather O'Toole, MD

Sign: DocuSigned by: Heather O'Toole, MD DEA83C0545844CF...

Title: VP and Chief Medical Officer

Date: 05/16/2023

University Medical Center of Southern Nevada:

Print Name: _____

Sign: _____

Title: _____

Date: _____

EXHIBIT A
SELECTHEALTH – SelectHealth Value (HMO), SelectHealth Value (HMO/POS), and SelectHealth Med (HMO/POS) Network Compensation Schedule

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

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:

Corporate/Business Entity Name:	SelectHealth, Inc.	
(Include d.b.a., if applicable)		
Street Address:	5381 Green Street	**Website:** www.selecthealth.org
City, State and Zip Code:	Murray, UT 84123	**POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org
Telephone No:	800-538-5038	**Fax No:** 801-442-0776
Nevada Local Street Address: **(If different from above)**	1980 Fesitval Plaza Dr., Suite 930	**Website:** www.selecthealth.org
City, State and Zip Code:	Las Vegas, NV 89135	**Local Fax No:** NA
Local Telephone No:	800-538-5038	**Local POC Name:** Chad Jasperson **Email:** chad.jasperson@selecthealth.org

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)
Patricia Rae Richards	President and CEO	
Kristin Roberts McCullagh	Secretary	
Thomas Joseph Risse	Vice President and CFO	
Gregory Martin Johnson	Treasurer	
Jerry Roy Edgington	Vice President	
David Alvin Lemperle	Vice President	
Russel John Kuzel	Vice President	
Robert Letcher White	Vice President	
Michael Antony Anglin	Director/Trustee	
Josh Allen England	Director/Trustee	
LeeAnne Burke Linderman	Director/Trustee	
Andrea Poole Wolcott	Director/Trustee	
Karla Kay Bergeson	Director/Trustee	
Maria Jean Garciaz	Director/Trustee	
Patricia Rae Richards	Director/Trustee	
Albert Rene Zimmerli	Director/Trustee	
Mark Richard Briesacher, MD	Director/Trustee	
Daniel Gerald Gomez	Director/Trustee	

DISCLOSURE OF OWNERSHIP/PRINCIPALS

David Brett Sanford	Director/Trustee	
Alexander Marc Harrison, MD	Director/Trustee	
Maria Rocio Summers	Director/Trustee	

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

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

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

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

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

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

DocuSigned by:

01D2B0C0E0C0428...
Signature

Kristin McCullagh
Print Name

Counsel Senior/Division Director
Title

04/23/2020
Date

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Number Three to Provider Agreement with P3 Health Partners-Nevada, LLC for Managed Care Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000850000
Funded Pgm/Grant: N/A
Description: Managed Care Services
Bid/RFP/CBE: NRS 332.115(1)(f) – Insurance
Term: Amendment 3 – Same term
Amount: Amendment 3 – Revenue based on volume
Out Clause: 120 days w/o cause

BACKGROUND:

On September 26, 2018, the Governing Board approved the Provider Agreement ("Agreement") with P3 Health Partners-Nevada, LLC ("P3") to provide its government members healthcare access to the UMC Hospital and its associated Urgent Care facilities. The Agreement term is for three (3) years from August 22, 2018 through August 21, 2021, unless terminated without cause with a 120-day written notice to the other. Addendum 1, effective June 1, 2020, extended the Agreement term for two (2) years ending August 21, 2023, and added Aetna and CareMore Medicare Advantage plans to the network. Addendum 2, effective January 1, 2019, updated the fee schedules and added Exhibit B, Medicare Advantage Group Obligations; and Exhibit C, Other Federal Laws. The First Amendment, effective December 1, 2021, extending the Hospital Services Agreement term for two (2) years from August 28, 2021 through August 28, 2023 and Amendment Two effective July 1, 2022, modified the Provider Quality Incentive Program Terms.

This Amendment Three requests to add orthopedic and anesthesia services to the Agreement and updates the rates in the fee schedule. All other terms and conditions shall remain in full force and effect.

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

Cleared for Agenda
May 24, 2023

Agenda Item #
11

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

AMENDMENT NUMBER THREE TO THE PROVIDER AGREEMENT

This Amendment Number Three to the Provider Agreement ("Amendment"), effective as of January 1, 2023 (the "Amendment Effective Date"), is made between P3 Health Partners-Nevada, LLC on behalf of itself and its Affiliates ("Company") and University Medical Center of Southern Nevada, an acute care hospital, which employs primary care physicians licensed to practice medicine in the State if Nevada (herein referred to as "Group"), (each a "Party" and collectively the "Parties").

RECITALS

A. The Parties entered into that certain Provider Agreement, effective August 22, 2018, as may have been amended, whereby, among other things, Group, through its Participating Providers, as applicable, agreed to provide certain Covered Services on behalf of Company (the "Agreement"); terms not defined herein shall have the meanings ascribed to them in the Agreement.

B. Company and Group desire to amend the Agreement to modify the Provider Agreement as described below.

AMENDMENTS

Based upon the foregoing, and for good and valuable consideration, the Parties hereby agree to amend the Agreement as set forth below:

1. Orthopedics and Anesthesia professional services are hereby added to the Agreement.

2. Schedule I – SERVICES AND COMPENSATION SCHEDULE shall be deleted in its entirety and be replaced with the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE. Reimbursement for authorized Orthopedic and Anesthesia professional services, shall be in accordance with Section 3.0 of the attached new Schedule I – SERVICES AND COMPENSATION SCHEDULE.

Except as modified herein, all other terms and conditions of the Agreement and any Amendments thereto, if any, shall remain in full force and effect. If the terms of this Amendment conflict with any of the terms of the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned Parties have executed this Amendment by their duly authorized officers, intending to be legally bound.

Signature Page to Follow.

HOSPITAL:

By:_____

Printed Name:_____

Title:_____

Date:_____

COMPANY:

DocuSigned by:

By: Todd Lefkowitz

C2C1EC32D3334C0...

Printed Name: Todd Lefkowitz

Title: Chief Managed Care Officer

Date: 5/15/2023

Remainder of the page left intentionally blank.

SCHEDULE 1
P3 – SERVICES AND COMPENSATION SCHEDULE 1 CONFIDENTIAL INFORMATION

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

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:

Corporate/Business Entity Name:	P3 Health Partners-Nevada, LLC	
(Include d.b.a., if applicable)		
Street Address:	2370 Corporate Circle, Ste 300	**Website: www.p3hp.org**
City, State and Zip Code:	Henderson, NV 89074	**POC Name: Todd Lefkowitz** **Email:** tlefkowitz@p3hp.org
Telephone No:	702-910-3950	**Fax No:**
Nevada Local Street Address: **(If different from above)**	Same as 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)
P3 Health Group Holdings, LLC		100%

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

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

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

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

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

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

Signature

Todd Lefkowitz
Print Name

Chief Managed Care Officer
Title

2/16/21
Date

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment Two to Master Service Agreement for Architectural Design and Documentation Services with EV&A Architects**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Two to Master Service Agreement with EV&A Architects for Architectural Design and Documentation Services; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000861000 Funded Pgm/Grant: N/A
Description: Architectural design and documentation services
Bid/RFP/CBE: NRS 332.115(1)(b) – Professional Services
Term: Amendment 1 – extend for one (1) year from 3/1/2023 to 3/1/2024
Amount: Amendment 1 – additional NTE $300,000.00; potential aggregate is NTE $1,150,000.00
Out Clause: 30 written notice days for convenience

BACKGROUND:

On January 27, 2021, the Governing Board approved the Master Service Agreement ("Agreement") with EV&A Architects ("EV&A") for architectural design and documentation services to support renovation projects that will be performed in various non-clinical areas throughout UMC's campus. UMC agreed to compensate EV&A a not-to-exceed amount of $550,000.00 for the period from March 1, 2019 through March 1, 2022, with the option to renew for two (2) 1-year periods. Either party may terminate this Agreement for convenience with a 30-day written notice to the other. Amendment One, effective January 27, 2022, extended the Agreement term through March 1, 2023, increased the funding by an additional not-to-exceed amount of $300,000.00, and updated the terms of payment and task orders.

This Amendment Two requests to extend the Agreement term through March 1, 2024, increase the funding by an additional not-to-exceed amount of $300,000.00, and update the task orders.

UMC's Plant Operations Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

EV&A currently holds an active Clark County vendor registration.

Cleared for Agenda
May 24, 2023

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AMENDMENT TWO TO
MASTER SERVICE AGREEMENT FOR ARCHITECTURAL DESIGN
AND DOCUMENTATION SERVICES

This Amendment Two ("Amendment") is effective as of the date of last signature set forth below ("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, ("HOSPITAL") and EV&A Architects ("COMPANY").

WITNESSETH:

WHEREAS, the parties entered into a Master Service Agreement for Architectural Design and Documentation Services ("Project") executed on March 1, 2019, which was amended by the parties via an Amendment One on March 1, 2022 (collectively, the "Agreement"); and

WHEREAS, the parties desire to further amend the Agreement with this Amendment in the manner described herein.

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

1. **Section I: Term of the Agreement**: The current contract term expiration date is March 1, 2023. The parties agree to exercise renewal Option 2 for a one (1) year term with a new expiration date of March 1, 2024 ("2nd Renewal Term").

2. **Section II: Compensation and Terms of Payment A. Compensation** is amended to include the following: "HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of $300,000.00 for the 2nd Renewal Term.

3. **Section XII(B): Task Orders** is amended to include the following: "All Task Orders shall be treated as a part of this Agreement so long as the total amount, in aggregate, does not exceed $300,000.00 for the 2nd Renewal Term. Individual Task Orders shall not require additional approval from the Chief Executive Officer so long as the total amount, in aggregate, does not exceed $300,000.00 for the 2nd Renewal Term."

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

Date: _____

EV&A ARCHITECTS

By: _____
Edward Vance, FAIA
Founder / Chief Executive Officer

Date: 4/13/2023

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:

Corporate/Business Entity Name:	Ed Vance and Associates, Architects	
(Include d.b.a., if applicable)		
Street Address:	1160 N. Town Center Dr., Ste 170	**Website:** www.edvanceassociates.com
City, State and Zip Code:	Las Vegas, NV 89144	**POC Name:** Jonelle Vance, Exec.Vice President **Email:** jvance@edvanceassociates.com
Telephone No:	702-946-8195	**Fax No:** 702-946-8196
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)
Edward Vance, FAIA	Founder/CEO	66%
Jonelle Vance	Executive Vice President	22%
Matthew Burns	Senior Vice President	8.8%

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

Edward A. Vance, FAIA
Print Name

Founder/CEO
Title

February 6, 2019
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
N/A			

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____

Signature

_____

Print Name

Authorized Department Representative

EXHIBIT D

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

"Material financial interest" means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

"Family member" means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

"Personal Interests" mean those interests that arise out of a member's personal activities or the activities of a family member.

DISCLOSURE OF RELATIONSHIP
(Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS -** Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?
   ☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS -** Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?
   ☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

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

Signature _____ Print Name _____

Title _____ Date _____

For UMC Use Only:

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

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Award RFQ No. 2023-01 Adult Urology On-Call Services to Las Vegas Urology, LLP**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for award by the Governing Board RFQ No. 2023-01, Adult Urology On-Call Services, to Las Vegas Urology, LLP; approve the Professional Services Agreement for Group Physician On-Call Coverage; authorize the Chief Executive Officer to exercise any extension options; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000723000
Funded Pgm/Grant: N/A
Description: Adult Urology On-Call Services
Bid/RFP/CBE: RFQ 2023-01
Term: 6/1/2023 to 5/31/2026 with two, 1-year options
Amount: $2,900 per day for on-call services; NTE $1,058,500 per year or potential aggregate is $5,292,500 for five (5) years
Out Clause: 30 days w/o cause

BACKGROUND:

On April 7, 2023, a notice of interest was issued in NGEM allowing companies to express their interest in participating in RFQ No. 2023-01 for Adult Urology On-Call Services. The RFQ was also published in the Las Vegas Review Journal on April 9, 2023. On April 26, 2023, a response was received from Las Vegas Urology.

An ad hoc committee (comprised of UMC Administration, Medical Staff and Patient Experience) reviewed the proposal independently and anonymously, and recommends the selection of, and contract approval with Las Vegas Urology ("Provider").

Provider will provide emergency and on-call urology services with consultative coverage on a 24/7 basis to treat Hospital's adult inpatients, outpatients, and Emergency and Trauma Department patients, in accordance

Cleared for Agenda
May 24, 2023

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with the schedule maintained by Medical Staff. 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 will compensate Provider a NTE amount of $1,058,500 per year or a potential aggregate of NTE $5,292,500 for five (5) years from June 1, 2023 through May 31, 2026, with the option to extend for two, 1-year periods. Either party may terminate this Agreement with a 30-day written notice to the other.

UMC's Support Services Executive Director has reviewed and recommends approval of this Agreement. This Agreement has been approved as to form by UMC's Office of General Counsel.

Provider currently holds a Clark County business license.

PROFESSIONAL SERVICES AGREEMENT
(Group Physician On-Call Coverage)

This Agreement, is made and entered into this 1st day of June 2023, 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 **Las Vegas Urology, LLP**, a Nevada professional corporation with its principal place of business at 7150 West Sunset Road, Suite 200, Las Vegas, Nevada 89113 (hereinafter referred to as "Provider");

WHEREAS, Hospital is the operator of a Urology Section under the Department of Surgery (the "Department") located in Hospital which requires certain Services (as defined below);

WHEREAS, Hospital recognizes that the proper functioning of the Department requires Services from physicians who have been properly trained and are fully qualified and credentialed to practice medicine as urologists; and

WHEREAS, Provider desires to contract for and provide said Services in the specialty of urology, as more specifically described herein.

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 Advanced Practice Professionals. 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 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition, including but not limited to adult urology services.

1.3 Department. Unless the context requires otherwise, Department refers to Hospital's Urology Section under the Department of Surgery.

1.4 Medical Staff. The Medical and Dental Staff of University Medical Center of Southern Nevada.

1.5 Member Physician(s). Physician(s) mutually appointed by Provider and Hospital (as listed on **Exhibit A** and which shall be subject to change from time to time) to provide Services pursuant to this Agreement.

1.6 On-Call Services. Emergency and on-call urology services to Hospital's adult inpatients and outpatients, twenty-four (24) hours per day/seven (7) days per week in accordance with the urology rotation schedule maintained by the Medical Staff.

II. PROVIDER'S OBLIGATIONS

2.1 Services. Provider shall deliver to the Department and Hospital certain On-Call Services and Clinical Services (collectively the "Services"), as more specifically described on **Exhibit A**, attached hereto and incorporated herein by reference.

2.2 Medical Staff Appointment.

a. Member Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's Medical Staff with appropriate clinical credentials and appropriate Hospital privileging. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render the Services and will be replaced promptly by Provider. Provider 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 2.3 below. In the event Provider 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. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians or others under its direction and control, in the performance of Services under this Agreement.

c. Advanced Practice Professionals employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Advanced Practice Professionals Manual.

d. If Provider is unavailable to provide the Services when assigned and requests substitute coverage, upon Hospital's prior written consent, Provider shall arrange for an alternate practitioner of Hospital's Medical Staff with equivalent privileges who is appropriately credentialed for the specific service line to provide the Services.

2.3 Representations of Provider and Member Physicians.

a. Provider represents and warrants that it:

i. holds an active business license with Clark County and is currently in good standing with the Nevada Secretary of State and Department of Taxation;
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. Provider, on behalf of each Member Physicians (and Advanced Practice Professionals as applicable), represents and warrants that he or she:

i. is Board Certified in Urology;
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;
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.

2.4 Notification Requirements. The representations contained in this Agreement are ongoing throughout the Term. Provider agrees to notify Hospital in writing within three (3) calendar days of any event that occurs that constitutes a breach of the representations and warranties contained in Section 2.3, or elsewhere in this Agreement. Hospital shall, in its discretion, have the right to terminate this Agreement if Provider fails to notify Hospital of such a breach and/or fails to remove any Member Physician or Advanced Practice Professional that fails to meet any of the requirements in this Agreement after a period of three (3) calendar days.

2.5 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.6 Industrial Insurance.

a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its Member Physicians, Advanced Practice Professionals, shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.

b. Provider 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. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend this Agreement or terminate this Agreement.

2.7 Professional Liability Insurance. Provider shall carry professional liability insurance on its Member Physicians and Advanced Practice Professionals, at its own expense in accordance with the minimums required by applicable law. Said insurance shall annually be certified to Hospital and Medical Staff, as necessary.

2.8 Provider's Personal Expenses. Provider shall be responsible for all of Provider's personal expenses, and those of any Member Physicians and Advanced Practice Professionals, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.

2.9 Maintenance of Records.

a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or databases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.

b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission and Regulations of the Medical Staff, as may then be in effect.

2.10 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. Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Regulations". Provider shall preserve the confidentiality of Protected Health Information ("PHI") it receives from Hospital, and shall be permitted only to use and disclose such information in compliance with the HIPAA Regulations and any applicable state law. Provider agrees to execute such further agreements deemed necessary by Hospital to facilitate compliance with the HIPAA Regulations or any applicable state law. Provider shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. Hospital and Provider 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 Hospital, Provider and their respective employees and other representatives, to have access to and use of PHI for purposes of the OHCA. Hospital and Provider shall share a common patient's PHI 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.

2.11 UMC Contracted/Non-Employee Requirements Policy. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with UMC's Contracted/Non-Employee Requirements Policy, as amended from time to time, which is incorporated and made a part hereof by this reference.

2.12 Personnel On-Site. Provider shall abide by the relevant compliance policies of Hospital, including its corporate compliance program, Vendor Access Roles and Responsibilities Policy and Code of Ethics, the relevant portions of which are available to Provider upon request, and Hospital's Vaccine Policy, as may be amended from time to time. Provider's employees, agents, subcontractors and/or healthcare workers who do not abide by Hospital's policies may be barred from physical access to Hospital's premises.

III. HOSPITAL'S OBLIGATIONS

3.1 Space, Equipment and Supplies.

a. Hospital shall provide space within Hospital for Provider to perform the Services under this Agreement (excluding Provider's private office space); however, Provider 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 this 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 required for the provision of Services, including but not limited to, Accounting, Administration, Engineering, Human Resources, Materials Management, Medical Records and Nursing related to the provisions of the Clinical Services.

3.3 Personnel. Other than Member Physicians and Advanced Practice Professionals, 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 Provider, 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, Provider shall directly bill patients and/or third party payers for all professional components. Hospital shall make available within thirty (30) days of the date of service the usual social security and insurance information to facilitate direct billing. Provider access to Hospital's Electronic Health Record system qualifies as availability. 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. Provider agrees to maintain a mandatory assignment contract with Medicaid and Medicare.

4.2 Fees. Fees to patients and their insurers will not exceed that which are usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.

4.3 Third Party Payors. If Hospital desires to enter into a preferred provider, capitated or other managed care contracts, to the extent permitted by law, Provider agrees to cooperate with Hospital and to attempt to negotiate reasonable rates with such managed care payors.

4.4 Compliance. Provider 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 Provider's submission of claims and retention of funds for Provider'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, Provider agrees:

a. To use its commercially reasonable efforts to require that all claims by Provider for Provider'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 Provider does not bill for any items or services that has 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 of this Agreement and subject to Section 7.5, Hospital will compensate Provider **$2,900.00 per day** of On-Call Services provided by Provider, or for an annual amount not-to-exceed $1,058,500.00. 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 and verification of time submitted pursuant to Section 5.2. Complete and accurate invoices are due by the first (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. Clinical Services (which are directly billed by Provider pursuant to Section 4.1) are not separately compensated.

5.2 Time Tracking. Member Physicians shall record their time for the On-Call Services via electronic submission utilizing Hospital's time tracking software, or as otherwise instructed by Hospital from time to time.

5.3 Failure to respond to a request for consultation via telephone and/or any failure to report to Hospital upon agreeing to do so, in accordance with **Exhibit A**, On-Call Services, subsection (c) of this Agreement will result in a forfeiture of that entire day's fee.

5.4 Fair Market Value. The compensation paid under this Agreement has been determined by the parties to be fair market value and commercially reasonable for the Services provided hereunder.

VI. TERM/MODIFICATIONS/TERMINATION

6.1 Term of Agreement. This Agreement shall become effective on June 1, 2023, and subject to Section 7.5, shall remain in effect through 11:59 p.m. on May 31, 2026 (the "Initial Term"). At the end of the Initial Term, Hospital has the option to extend this Agreement for two (2) additional one-year periods (each a "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, Provider shall notify Hospital in writing of:

a. Any change of address of Provider;

b. Any change in membership or ownership of Provider's group or professional corporation;

c. Any action against the license of any of Provider's Member Physicians;

d. Any breach of a representation or warranty as required under Section 2.3; or

e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

6.3 Termination For Cause.

a. This Agreement shall immediately terminate upon the occurrence of any one of the following events:

i. The exclusion of Provider from participation in any federal health care program; or

ii. The termination of Services by any required Member Physician(s) as set forth in Section 1.5, unless a substitute Member Physician was agreed to in writing by Hospital prior to such termination.

b. This Agreement may be terminated by Hospital with 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:

i. Professional misconduct by any of Provider's Member Physicians or Advanced Practice Professionals as determined by the Bylaws, Rules and Regulations of the Medical Staff and the appeal processes thereunder wherein such Member Physician or Advanced Practice Professional is not timely removed by Provider;

ii. Conduct by any of Provider's Member Physicians or Advanced Practice Professionals 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. Upon notice and request by Hospital, Provider shall remove such Member Physician or Advanced Practice Professional from performing any further Services hereunder and will continue to provide adequate staffing for the Services;

iii. Disputes among the Member Physicians, partners, owners, principals, or of Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;

iv. 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 Provider. Such adequacy will be determined by Hospital; or

v. 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 Provider 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:

i. The exclusion of Hospital from participation in a federal health care program;

ii. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;

iii. The failure of Hospital to maintain full accreditation by The Joint Commission;

iv. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or

v. Breach of any material term or condition of this Agreement.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

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, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries 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. Section 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. 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 thirtieth (30th) day of June of the then current fiscal year. Termination under this Section shall not relieve Hospital of its obligations incurred through the thirtieth (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 databases 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 Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

In addition, Provider 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 Provider has claimed to be confidential and proprietary, Hospital will immediately notify Provider of such demand and Provider shall immediately notify Hospital of its intention to seek injunctive relief in a Nevada court for protective order. Provider 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 Provider documents in Hospital's custody and control in which Provider claims to be confidential and proprietary. For the avoidance of any doubt, Provider hereby acknowledges that this Agreement will be publicly posted for approval by Hospital's governing body.

7.8 Corporate Compliance. Provider recognizes 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 Agreement, Provider 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 Provider 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. Accepting 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. Providers are required to adhere to the provisions of the False Claims Act as defined in 31 U.S. Code § 3729. Violation of the Federal False Claims Act may result in fines for each false claim, treble damages, and possible exclusion from federally-funded health programs. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 1**.

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. Provider is expected to immediately notify Hospital of any actions by a workforce member 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. The Hospital Compliance Officer can be contacted via email at rani.gill@umcsn.com, by calling 702-383-6211, or through the UMC EthicsPoint hotline located at http://umcintranet/compliancehotline.html. Hospital's Medical Staff provider hotline, whose phone number is published within the Physician Link website, is also available for Medical Staff reporting.

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

7.12 Financial Obligation. Provider 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. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.

7.14 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.

7.15 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.

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 draftsperson thereof shall not apply to any provision of this Agreement.

7.17 Non-Discrimination. Provider 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 must be submitted in writing and delivered by U.S. mail, postage prepaid, certified mail, electronic mail or by hand delivery, and directed to the appropriate party as follows:

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

To Provider: Las Vegas Urology, LLP
Attn: Victor Grigoriev, MD
7150 West Sunset Road, Suite 200
Las Vegas, Nevada 89113

7.19 Publicity. Neither Hospital nor Provider 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 immediately be 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 and/or Provider, 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 Other Agreements. Provider and Hospital are parties under certain other agreements set forth below, if any:

a. N/A

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

Provider:
Las Vegas Urology, LLP

By: _____
Victor Grigoriev, MD
Managing Partner

Hospital:
University Medical Center of Southern Nevada

By: _____
Mason Van Houweling
Chief Executive Officer

EXHIBIT A
SERVICES/MEMBER PHYSICIAN(S)

Provider to provide Adult Urology On-Call and Clinical Services in accordance with the following requirements:

On-Call Services:

a. Provider shall deliver to the Department and Hospital twenty-four (24) hours per day, seven (7) days per week On-Call Services on such days and times assigned under the schedule provided and maintained by the Medical Staff.

b. Response times for On-Call Services shall be in accordance with Hospital's On-Call Physician Policy, the relevant portions of which are available to Provider upon request.

c. The decision as to whether Provider must appear in person or consult by telephone is in consultation with the adult urologist on-call and the appropriately designated individual who completed the Medical Screening Examination, and provided that the adult urologist on-call agrees that this is a reasonable request.

Clinical Services:

a. Provider shall provide Clinical Services in the best interests of Hospital's adult inpatients and outpatients, including but not limited to Hospital's Emergency Department and Trauma Department patients, utilizing all due diligence arising from the emergency and on-call services. "Clinical Services" are defined as "services performed for the diagnosis, prevention or treatment of urological disease or for assessment of a urologic medical condition."

b. Provider shall provide Hospital with consultative/emergency/on-call coverage on a twenty-four (24) hours per day, seven (7) days per week basis. For this purpose, coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital adult inpatients and outpatients, Emergency Department patients, and Trauma Department patients.

c. Provide daily rounds, on-call and consultative coverage to Hospital's adult inpatients and outpatients of the Department, as well as adult Emergency Department and Trauma Department patients.

d. Actively participate in Utilization Management (UM) Committee and related initiatives.

e. Provide quarterly standardized reports on mutually agreed upon metrics, revised by Hospital's Administration, including the CEO, COO, CNO and/or his or her designees.

Service Location: All Services are to be performed at Hospital's main campus location at:

1800 W. Charleston Blvd.
Las Vegas, NV 89102

Member Physicians:

Victor Grigoriev, MD, FACS
Joseph Candela, MD
Casey McCraw, MD
Lawrence Newman, MD
Guillermo Patino, DO, FACS
Edward Rampersaud, Jr., MD

EXHIBIT B
STANDARDS OF PERFORMANCE

Provider shall ensure that all Member Physicians comply with the Standards of Performance, attached hereto as **Exhibit B** and incorporated by reference.

a. Provider promises to adhere to Hospital's established standards and policies for providing exceptional patient care. In addition, Provider shall ensure that its Member Physicians shall also 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 Staff, as may then be in effect.

b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider 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. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.

d. Provider shall be in compliance with all surgical standards, pre-operative, intra-operative, and post-operative as defined by The Joint Commission.

e. Provider shall be in one hundred percent (100%) compliance with active participation with time-out (universal protocol).

f. Provider shall assist Hospital with improvement of patient satisfaction and performance ratings.

g. Provider shall perform appropriate clinical documentation.

h. Member Physicians shall 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 laws, including but not limited to the Emergency Medical Treatment and Active Labor Act ("EMTALA").

i. Provider and all Member Physicians shall 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 Provider by Hospital. Specifically, Provider 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. Provider and all Member Physicians shall comply with Hospital's Affirmative Action/Equal Employment Opportunity Agreement.

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 for numerous medical specialties. In order to ensure patient coverage and continuity of patient care, in the event Provider requires the services of a medical specialist, Provider shall use its best 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 Provider or any Member Physicians, and in no event is a Member Physician required to make a referral under any of the following circumstances: (i) the referral relates to services that are not provided by Member Physicians within the scope of this Agreement; (ii) the patient expresses a preference for a different provider, practitioner, or supplier; (iii) the patient's insurer or other third party payor determines the provider, practitioner, or supplier of the applicable service; or (iv) 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 care. However, nothing in this Agreement shall be construed to require a referral by Provider or any Member Physician.

m. Provider agrees to participate in the Physician Quality Reporting Initiative ("PQRI") 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 Provider pursuant to this Agreement.

n. Provider shall meet quarterly with Hospital's Administration to discuss and verify inpatient admission data collections. The parties shall also discuss Provider's adherence to the Performance Standards set forth herein and Hospital's Administration agrees to provide reasonable notice to Provider if there is any divergence from the same.

o. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.

p. Provider shall maintain at a minimum ninety-five percent (95%) compliance with all applicable core value based measures.

q. Provider shall maintain a minimum of the fiftieth (50th) percentile for all scores of the HCAHPS surveys applicable to Provider.

r. Provider shall ensure that all medical record charts will be completed and signed as follows: (i) orders related to patient status and admission must be completed and signed in accordance with the timeframes set forth in the UMC Medical Staff Bylaws, and (ii) all other records must be completed and signed within thirty (30) days of treatment, for patients to whom services were provided. The thirty (30) days is inclusive of all signatures including any residents and the attending physician.

s. Provider shall provide a quarterly report to include at a minimum the following: (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, and (ix) average length of stay unadjusted for inpatient and observation. Additional statistics may be reasonably requested by Hospital's Administration with notice.

t. Provider shall be in one hundred percent (100%) compliance with Drug Wastage Policy. Provider shall be in one hundred percent (100%) compliance with patient specific Pyxis guidelines (charge capture), to include retrieval of medication/anesthesia agents.

u. Provider shall collaborate with Hospital leadership to minimize and address staff and patient complaints. Provider shall participate with Hospital's Administration in staff evaluations and joint operating committees.

v. Provider shall participate in clinical staff meetings and conferences, and represent the Services on Hospital's Committees, initiatives, and at Hospital Department meetings as deemed appropriate.

w. Readmission Rate. Provider shall work with Hospital to reduce the thirty (30) day readmission rate for adult urology patients to meet the national benchmark criteria.

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, investigations and resolution. It conducts routine, independent audits of UMC's business practices and undertakes regular compliance efforts relating to local, state and federal regulatory standards. 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 federally funded healthcare programs.

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 and Medicaid.

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, a civil monetary penalty can be imposed pursuant to the federal False Claims Act, 31 U.S.C. § 3729(a), adjusted as set forth in 28 CFR 85 in accordance with the requirements of the Bipartisan Budget Act of 2015, plus three times (3x) 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 may also be required to repay the excess amount.

Criminal penalties are imprisonment for a maximum five (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 (3x) 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 six (6) months to one (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 one (1) to four (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, Waste, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify the Compliance Officer. This can be done anonymously via the EthicsPoint Hotline at (888) 691-0772, via the UMC EthicsPoint Website at http://www.goldenegg.ethicspoint.com, or by contacting the UMC Compliance Officer at Rani.Gill@umcsn.com or (702) 383-6211.

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

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:

Corporate/Business Entity Name:	Las Vegas Urology, LLP		
(Include d.b.a., if applicable)	Las Vegas Urology		
Street Address:	7150 W Sunset Rd #200	**Website:**	www.lasvegasurology.com
City, State and Zip Code:	Las Vegas, NV 89113	**POC Name:**	Victor Grigoriev
		Email:	veg@lasvegasurology.com
Telephone No:	702-385-4342	**Fax No:**	702-951-0782
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 attached.		

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 — Victor Grigoriev (Print Name)

Managing Partner (Title) — 4/24/2023 (Date)

Scott L. Baranoff, MD, FACS	Guillermo E. Patino, DO	Hillary B. Durstein, NP	
Joseph V. Candela, MD, MPH	Casey O. McCraw, MD	Martina Garcia, PA	
Douglas R. Debenham, MD	Lawrence H. Newman, MD	Alan Lien, PA	
Vijay Goli, MD, FACS	William B. Steinkohl, MD, FACS	Stacy W. Slade, PA	
Victor E. Grigoriev, MD, FACS	William R. Wise, MD, FACS	Kevin Snoddy, PA	
Ilya Gorbachinsky, MD, FACS	Jeffrey M. Zapinsky, MD, FACS	Amanda Squires, NP	
R. David Larsen, MD	Rachel C. Bowers, PA	Bert Wadsworth, PA	**Diplomates of the**
O. Alex Lesani, MD	Stephen DelCasino, PA	Haibin Zhang, PA	**American Board of Urology**

LAS VEGAS UROLOGY

Las Vegas Urology Ownership Percentage

Joseph Candela, MD	9.09%	Partner
Vijay Goli, MD	9.09%	Partner
Ilya Gorbachinsky, MD	9.09%	Partner
Victor Grigoriev, MD	9.09%	Managing Partner
O. Alex Lesani, MD	9.09%	Partner
Casey O. McCraw, MD	9.09%	Partner
Lawrence H. Newman, MD	9.09%	Partner
Guillermo Patino, DO	9.09%	Partner
William B. Steinkohl, MD	9.09%	Partner
William R. Wise, MD	9.09%	Partner
Jeffrey M. Zapinsky, MD	9.09%	Partner

NORTHWEST
7500 Smoke Ranch Road #200
Las Vegas, NV 89128
(702) 233-0727

7200 Cathedral Rock Drive #180 & #210
Las Vegas, NV 89128
(702) 341-9000

SOUTHWEST
7150 W. Sunset Road #201 & #202B
Las Vegas, NV 89113
(702) 385-4342

GREEN VALLEY
1701 N. Green Valley Pkwy #10c
Henderson, NV 89074
(702) 896-9600

HENDERSON
9053 S. Pecos Road #2900
Henderson, NV 89074
(702) 735-8000

8915 S. Pecos Road #19a
Henderson, NV 89074
(702) 341-9000

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Amendment Four to Agreement with Terminix International Company Limited Partnership d/b/a Terminix Commercial for Integrated Pest Management Program; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000 Fund Name: UMC Operating Fund
Fund Center: 3000846000 Funded Pgm/Grant: N/A
Description: Integrated Pest Management Program
Bid/RFP/CBE: NRS 332.115.1(b) – Professional Services
Term: Amendment 4– same Term
Amount: Amendment 4– additional NTE $250,000.00; potential aggregate NTE $1,538,280.00
Out Clause: 30 days w/o cause; Budget Act and Fiscal Fund Out

BACKGROUND:

On July 27, 2019, UMC entered into an Agreement for Integrated Pest Management Program ("Agreement") with Terminix International Company Limited Partnership d/b/a Terminix Commercial ("Terminix") to provide pest control services. UMC agreed to compensate Terminix a not-to-exceed amount of $100,000.00 for the period from July 27, 2019 through July 26, 2021. Amendment One effective July 29, 2020, added additional services to the Statement of Work, extended the term through July 26, 2024, and increased the funding by $339,190.00. Amendment Two, increased the funding by $400,000.00 with no change to the term. Amendment Three effective May 25, 2022, increased the funding by $460,000.00 to support pest prevention at new locations.

This Amendment Four requests to increase the funding by $250,000.00 to support pest control at new locations and adds rates for services UMC requests on an on-demand basis to the Statement of Work.

UMC's Environmental Services Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Terminix currently holds a Clark County business license.

Cleared for Agenda
May 24, 2023

Agenda Item #
14

AMENDMENT FOUR

TO THE AGREEMENT FOR INTEGRATED PEST MANAGEMENT PROGRAM

THIS AMENDMENT is made and entered into as of this 31st day of May, 2023, 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 the Terminix International Company Limited Partnership D/B/A Terminix Commercial (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the parties entered into an Agreement for integrated pest management program dated July 19, 2019, amended via Amendment One on July 29, 2020, Amendment Two on July 7, 2021, and Amendment Three on May 25, 2022, (collectively referred to as the "Agreement"); and

WHEREAS, the parties desire to further amend this Agreement with this Amendment Four.

NOW, THEREFORE, the parties agree as follows:

1. Section II(A) – COMPENSATION shall be deleted and replaced with the following:

   HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (Exhibit A) for the not-to-exceed amount of $1,538,280.00 to cover increased requirements for pest control. HOSPITAL's obligation to pay COMPANY cannot exceed the not-to-exceed amount. Any expenses/costs incurred by COMPANY in excess of this amount shall be the sole responsibility of COMPANY.

2. Exhibit A: Quality Control Audits Monthly Services will be deleted and replaced with the following:

   - Monthly Services
     - On demand services included to treat areas noted in Pest sighting log maintained by location
     - Remove spider webs from entrances
     - Treat all Entrances with residual
     - All vending and snack areas inspected and treated
     - Check, maintain and report on all exterior rodent devices. Replace rodenticides
     - Check, maintain and report on all interior monitoring traps. Replace glue boards
     - Check, maintain and report on all Flying Insect Traps. Replace Glue boards
     - Power washing of identified areas contaminated by bird droppings, other biohazardous waste droppings, and bird control program throughout the campus
     - Bed Bug monthly billing effective May 1, 2023.
   - On Demand Services
     - Patient room requests (covered pests) NO COST
     - Intensive Treatments (non-covered pests) $120 per hour
     - Bee Services Under 10 Feet $350 per job
     - Bee Services over 10 Feet $priced per job
     - Bed Bug Treatments
       - Single bed Private Day Rate - $425 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
       - Single bed Private Off Hours Rate (5pm-5am weekdays, all weekends, & any Holidays) - $825 Includes rapid freeze/steam/residual of mattress, bed, closet, drawers, night stand, food table and any other furniture
       - Double bed semi private Day Rate - $625 Includes rapid freeze/steam/residual of both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
       - Double bed semi private Off Hours Rate - $1,125 Includes rapid freeze/steam/residual of
       - both mattresses, beds, closets, drawers, night stands, food tables and any other furniture
       - CT, X-ray Rooms, Waiting Rooms (Surgery and Admitting)

- Day Rate - $1,000
- Off Hours Rate - $1,500
- $300 per room (day services)
- $450 per room (after hours service)
- $100 trip charge (day services) for Terminix to ID pest
- $200 trip charge (after hours service) for Terminix to ID pest

*All bed bug services will have a 4 hour response time.

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

HOSPITAL:
UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

COMPANY:
THE TERMINIX INTERNATIONAL COMPANY LIMITED
PARTNERSHIP D/B/A TERMINIX COMMERCIAL

By: _____
Manager

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: 15

Corporate/Business Entity Name:	RENTOKIL TERMINIX INITIAL		
(Include d.b.a., if applicable)	TERMINIX COMMERCIAL		
Street Address:	150 PEABODY PL	**Website:**	WWW.TERMINIX.COM
City, State and Zip Code:	MEMPHIS, TN 38103	**POC Name:**	GREG GREEN
		Email:	ggreen@terminix.com
Telephone No:	1-800 TERMINIX	**Fax No:**	N/A
Nevada Local Street Address: (If different from above)	1856 E. PAMA LN., UNIT B	**Website:**	WWW.TERMINIX.COM
City, State and Zip Code:	LAS VEGAS, NV 89119	**Local Fax No:**	N/A
Local Telephone No:	(702) 219-9771	**Local POC Name:**	GREG GREEN
		Email:	ggreen@terminix.com

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

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

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

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

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

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

GREGORY GREEN
Print Name

BRANCH MANAGER
Title

5-10-2023
Date

DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Purchase of Real Property at 710 South Tonopah Drive, Las Vegas, NV 89106**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Governing Board the Agreement to purchase property located at 710 South Tonopah Drive, Las Vegas, NV 89106 (Assessor's Parcel Number 139-32-803-010); authorize the Chief Executive Officer to execute necessary documents to complete the transaction; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund #: N/A
Fund Center: N/A
Description: 710 South Tonopah Drive Acquisition
Bid/RFP/CBE: N/A
Term: N/A
Amount: NTE $6,500,000.00
Out Clause: Due Diligence Period

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

BACKGROUND:

This request is for approval of the agreement to purchase a 20,266 square foot 2-story medical building located on 1.13 acres of developed land (APN 139-32-803-010) with a 136 space-parking garage on Tonopah and Wellness Way addressed as 710 S Tonopah Drive, Las Vegas, NV, 89106. The purchase transaction is between Clark County Real Property Management ("Clark County") and Atomic Cocktail, LLC, however the property will be utilized exclusively by UMC. Staff requests board authority for the Chief Executive Officer to execute documents necessary to complete the purchase transaction.

The purchase price for the property is $6,500,000.00, and the escrow period will begin upon escrow opening for sixty (60) calendar days inclusive of a due diligence period of thirty (30) calendar days. Clark County may unilaterally elect to cancel this transaction for any reason during the due diligence period.

Cleared for Agenda
May 24, 2023

Agenda Item #
15

Department of Real Property Management
Property Management and Acquisition Division
500 S Grand Central Pky 4th Fl • Box 551825 • Las Vegas NV 89155-1825
(702) 455-4616 • Fax (702) 455-4055

Lisa Kremer, Director • Shauna Bradley, Deputy Director

April 24th, 2023

VIA CERTIFIED MAIL #

Atomic Cocktail, LLC.
Attn: Lance Johns
917 Fremont Street
Las Vegas, NV 89101

RE: SECOND CONDITIONAL OFFER TO PURCHASE REAL PROPERTY
(710 SOUTH TONOPAH DRIVE, LAS VEGAS, NV 89106)
ASSESSOR'S PARCEL NUMBER 139-32-803-010

Dear Property Owner:

Clark County submitted to you a Conditional Offer to Purchase dated April 6, 2023 which is rescinded and is now null and void. Please consider this Clark County's Second Conditional Offer to Purchase Real Property (the "Second Conditional Offer") with respect to the above referenced property, subject to the following terms and conditions.

PARTIES:

This Second Conditional Offer is made by Clark County, a Political Subdivision of the State of Nevada ("County"), to Atomic Cocktail, LLC. ("Seller") (Individually a "Party" and collectively the "Parties").

LOCATION AND DESCRIPTION:

The Property for which this Second Conditional Offer is being made consists of a +/- 20,266 square foot 2-story medical building located on +/- 1.13 acres of developed land (APN 139-32-803-010) with a 136 space parking garage on Tonopah and Wellness Way addressed as 710 S Tonopah Drive Las Vegas, NV 89106, Clark County as further described in Exhibit A ("Property") attached hereto and incorporated herein by reference.

INTEREST TO BE ACQUIRED:

The Second Conditional Offer is for a fee simple interest in the Property, free of liens and encumbrances, subject to only standard title policy printed form exceptions and the permitted exceptions of record, if any.

AMOUNT OF OFFER:

On behalf of the County, the sale and purchase price for the Property shall be a cash offer of Six Million Five Hundred Thousand Dollars ($6,500,000) ("Purchase Price").

DUE DILIGENCE PERIOD:

The County will open escrow with Fidelity Title ("Escrow Opening") which will be the start of County's due diligence. The time period of Thirty (30) calendar days from the date of Escrow Opening is defined as the "Due Diligence Period". The Due Diligence Period is for the County to perform its non-destructive testing/analysis and investigation on the suitability of the Property for County purposes. This may include, but is not limited to, (1) the right to conduct geotechnical, biological and cultural resource investigations; (2) the right to conduct a Phase I environmental investigation; (3) boundary survey and utility location; (4) the right to perform a property analysis inclusive of any building inspections (structural, mechanical, plumbing, electrical, etc.). The County shall also have the right to conduct Phase II environmental investigations and other invasive inspection with the Seller's consent. The County shall submit a request ("Request") in writing for any invasive inspection to the Seller. Seller shall respond within three (3) business days of receipt of the Request or it shall be deemed approved.

The County shall have immediate access to the Property and have the right to enter the Property along with any third-party vendor to perform any inspection, investigation and/or testing. Any County access to the Property shall require a minimum of Forty-Eight (48) hour prior notification to the Seller for tenant notification.

The County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its Earnest Money Deposit ("EMD") from Fidelity Title without the need for Seller's written approval.

TERMS:

This Second Conditional Offer is made on behalf of the County. The escrow period shall begin upon Escrow Opening for a total of Sixty (60) calendar days inclusive of a Due Diligence Period of Thirty (30) calendar days defined as the "Escrow Period". The County shall have the right to complete the purchase ("Close of Escrow") any time during the Escrow Period. If the last day of the Escrow Period ends on a holiday or weekend day, then it shall automatically be moved to the next business day.

This Second Conditional Offer is contingent upon, but not limited to, the following to occur prior to the expiration of the Due Diligence Period:

(1) County obtaining an appraisal report completed by a Nevada licensed appraiser that states the fair market value of the Property is equal to or greater than the Purchase Price.

If the appraised value is less than the Purchase Price, then Seller and County may mutually agree to a new Purchase Price, or either Seller or County may cancel this transaction in writing to the other and County will receive an immediate refund of its EMD from Fidelity Title without a requirement for the Seller's written approval for the release of funds. If either Seller or County cancels this transaction due to appraised value being less than the Purchase Price then Seller and County are not responsible for any costs incurred by the other Party.

(2) County obtaining a Preliminary Title Report and any exceptions;
(3) Seller allowing County to enter the Property to perform inspections and due diligence on the Property;
(4) Seller providing County any property information in its possession such as recorded or unrecorded agreements, building plans, permits, reports, inspections, site surveys, and any materials related to the condition of the property, facility and its improvements.

As stated above, the County may unilaterally elect to cancel this transaction for any reason during the Due Diligence Period and receive a full refund of its EMD from Fidelity Title without the need for Seller's written approval. The contingencies listed above are for informational purposes and do not limit the County's ability to cancel for any reason and without penalty whatsoever during the Due Diligence Period.

ADDITIONAL CONTINGENCY:

This Second Conditional Offer is also contingent upon obtaining the Clark County Board of County Commissioner's ("BCC") approval as required pursuant to Nevada Law. If the Second Conditional Offer is accepted by the Seller pursuant to all terms and contingencies ("Agreement"), this Agreement will be submitted to the BCC for approval prior to the expiration date of the Due Diligence Period. If this Agreement is not approved by the BCC, or the County elects to cancel during the Due Diligence Period for any reason, the Agreement shall immediately become null and void and the Parties will be under no obligation to perform the obligations outlined in this Agreement; neither Party is entitled to any compensation or damages or other remedy for any reason, and the County shall be entitled to a full refund of the EMD from Fidelity Title without the need for Seller's written approval.

EARNEST MONEY DEPOSIT:

Upon acceptance of this Second Conditional Offer by Seller, the County shall open escrow and deposit a Fifty Thousand Dollar ($50,000) EMD with Fidelity Title within Ten (10) business days. The EMD will be fully refundable to the County during the Thirty (30) calendar day Due Diligence Period. If the County exercises its unilateral right to cancel this transaction during the Due Diligence Period for any reason including, but not limited to, the BCC not approving this Agreement, as detailed above, then County will send written notification to Fidelity Title for the immediate release of the EMD to the County without a requirement for the Seller's written approval for the release of funds. If the County does not exercise its unilateral right to cancel during the Due Diligence Period and BCC approves this Agreement, then the EMD shall be applied toward the Purchase Price and become non-refundable to the County, except as otherwise outlined in this Agreement, unless Seller breaches this Agreement.

SELLER PROPERTY INFORMATION:

The Seller, if in Seller's possession, shall provide the County with any information related to this property within Ten (10) business days from the signing, and acceptance, of this Second Conditional Offer. The information shall include, but is not limited to, service or property agreements, environmental conditions, demolition plans, building plans, design/improvement plans, permits, inspection reports (building, soils, structural, mechanical, plumbing, electrical, etc.), site surveys, asbestos and/or hazardous materials inspections/reports, etc. inclusive of any information related to this Property.

BROKER COMMISSIONS:

The Parties represent and warrant to each other that no brokerage commission, finder's fee, or other compensation is due or payable with respect to the Agreement; however, Seller may pay a commission at its sole cost and expense and Seller hereby agrees to indemnify, defend, and hold the County harmless from and against any losses, damages, costs and expenses incurred by County by reason of any fee, claims, or commission of any broker Seller has used or engaged.

County shall not pay or be responsible for payment of any commission(s), Finder's Fee, or other compensation to real estate agents/brokers or others for this Agreement, or any and all costs associated with delivering clear title.

ESCROW REQUIREMENTS:

This Second Conditional Offer shall be consummated through an escrow established with Fidelity Title Company ("Title Company"). Escrow Officer Kristen Haynes will handle monetary disbursement and document processing at the Close of Escrow. County shall open escrow and deposit EMD within Ten (10) business days of acceptance of this Second Conditional Offer. Close of Escrow shall occur within Sixty (60) calendar days or sooner of Escrow Opening if all conditions have been satisfied by the Parties. In the event Seller does not provide Title Company necessary information and documentation in order to facilitate a timely closing of this transaction and Close Of Escrow does not occur by the end of the Escrow Period, then County shall be entitled to an immediate full refund and return of its EMD without

written approval from Seller and may pursue Seller for actual damages incurred by County as further explained herein. If escrow fails to close within Sixty (60) calendar days, it shall only be extended per the Parties mutual agreement in writing to extend the Escrow Period. The Parties agree to execute and deliver to Title Company such additional and supplemental instructions as Title Company may require providing clarification of Title Company's duties under this Agreement. At Close of Escrow, Seller shall execute and deliver to County, a good and sufficient Grant, Bargain and Sale Deed in a form acceptable to the Parties, conveying good, valid, marketable and insurable fee title to the Property.

TITLE POLICY:

Within Ten (10) business days of Close of Escrow and at Seller's expense, Title Company will provide the County with a CLTA standard coverage owner's policy of title insurance ("Title Policy") insuring County's ownership interest in the Property in the amount of the Purchase Price, subject to only standard policy printed form exceptions and the permitted exceptions of record, if any. At County's discretion and expense, it may elect to acquire Title Policy endorsements and/or ALTA extended coverage title insurance.

REPRESENTATIONS:

Seller agrees to provide unconditional lien releases from its contractors at Close of Escrow for any improvements which may be under construction at the time this Second Conditional Offer is being made, if any. Seller represents that no other contractors have performed work during any operative statutory period.

Seller represents to the best of its knowledge the Property is in compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

Seller represents that there are no actions, suits, claims, proceedings or investigations pending or, to the best of Seller's knowledge, threatened against or affecting the Property. Seller agrees to indemnify, defend and hold harmless County, and its officers, employees, agents and contractors from and against any and all liability, claims, demands, damages and costs of any kind, including attorney's fee, arising out of or in connection with any incident that occurred on or arose in connection with the Property, during Seller's ownership of the Property. The representations, and agreements made herein will survive the Escrow Closing.

CLOSING COSTS:

The Seller shall pay for the CLTA Owner's Title Policy and ½ of escrow fees. County shall pay the costs associated with obtaining an ALTA extended title insurance policy, any title policy endorsement, ½ of escrow fees, real property transfer tax, and normal recording fees. Seller will pay for any reconveyance and lien release fees or unpaid real property taxes or other items as may be necessary to clear title to the Property. The following items to be prorated as of the Close of Escrow: property taxes, sewer, water, power, gas, and trash. Rents or other deposits to be further addressed in escrow documents.

GOVERNING LAW:

This Agreement shall be constructed as if prepared by both Parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

The Parties hereby consent to the jurisdiction of the state courts of the State of Nevada for any dispute involving this Agreement. No remedy set forth herein shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity. If it is determined by a court of competent jurisdiction that any provision of this Agreement (or part thereof) is invalid, illegal, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect and bind the Parties according to its terms. No modification of, or amendment to, this Agreement (including any

implied waiver) shall be effective unless in writing signed by all Parties hereto. This Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and merges all prior or contemporaneous agreements and understandings (whether written, verbal or implied) of the Parties with respect thereto.

DEFAULT/REMEDIES:

The breach of any term of this Agreement by Seller or Buyer shall be deemed a "Default" as follows: If a Party fails to pay money as due hereunder, a Default shall be deemed to have occurred if that Party does not make the payment in full within ten (10) days after such payment is due (except there shall be no grace period for either Party's breach of the covenant to purchase or sell the Property on the closing date). In the case of a breach of any other obligation hereunder, a Default shall be deemed to have occurred if that Party fails to cure such breach within fifteen (15) days of written notice (the "Default Notice") from the other Party specifying such breach and the action required to cure such breach. The following remedies shall apply in the event of Default under this Agreement:

1.1. BUYER DEFAULT. IF BUYER DEFAULTS IN ITS OBLIGATION TO PURCHASE THE PROPERTY AFTER THE DUE DILIGENCE PERIOD HAS EXPIRED, SELLER WILL BE DAMAGED BUT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE EXTENT OF SELLER'S ACTUAL DAMAGE WHICH WOULD BE BASED ON OPINIONS OF VALUES WHICH COULD VARY SIGNIFICANTLY. THE PARTIES AGREE THAT IN THE EVENT OF SUCH DEFAULT, SELLER SHALL RECEIVE, AS SELLER'S SOLE REMEDY, BUYER'S EMD, AS LIQUIDATED DAMAGES WHICH REPRESENTS THE PARTIES' FAIR AND REASONABLE BEST ESTIMATE OF THE SELLER'S ACTUAL DAMAGES IN SUCH EVENT OF DEFAULT. CANCELLATION OF THIS AGREEMENT DURING THE DUE DILIGENCE PERIOD BY COUNTY FOR ANY REASON SHALL NOT BE CONSIDERED A DEFAULT OF THIS AGREEMENT.

1.2. SELLER'S DEFAULT. IF SELLER IS IN DEFAULT OF SELLER'S COVENANT TO SELL THE PROPERTY TO BUYER, OR IF SELLER IS OTHERWISE IN DEFAULT BEFORE THE CLOSE OF ESCROW, BUYER SHALL HAVE ANY AND ALL REMEDIES AVAILABLE BY LAW INCLUIDNG, BUT NOT LIMITED TO (1) TERMINATE THIS AGREEMENT, IN WHICH CASE THE EMD SHALL BE RETURNED TO BUYER AND BUYER SHALL RECOVER BUYER'S ACTUAL AND VERIFIABLE OUT OF POCKET EXPENSES REASONABLY INCURRED BY BUYER IN CONNECTION WITH THE PROPERTY, INCLUDING LEGAL FEES, (2) INITIATE AN ACTION FOR SPECIFIC PERFORMANCE WHICH INCLUDES THE RIGHT TO RECORD A NOTICE OF PENDING ACTION IN CONNECTION THEREWITH.

NOTICES:

No notice, request, demand, instruction, or other document to be given hereunder to any Party shall be effective for any purpose unless (1) personally delivered to the person at the appropriate address set forth below (in which event such notice shall be deemed effective only upon such delivery), (2) delivered by air courier next-day delivery (e.g. Federal Express), (3) delivered by mail, sent by registered or certified mail, return receipt requested; or (4) tele-copied, as follows:

If to Seller, to:

~~Atomic Cocktail LLC~~
~~C/O Priority One Coml~~
~~4015 S El Capitan Way #888~~
~~Las Vegas, NV 89147~~

DS

Atomic Cocktail, LLC
C/O Lance Johns
917 Freemont
Las Vegas, NV 89101

If to Buyer, to:

Clark County Real Property Management
Attention: Director
500 South Grand Central Parkway, 4th Floor
Las Vegas, NV 89155-1825
Phone: (702) 455-4616
Fax: (702) 455-5817

Notices delivered by air courier shall be deemed to have been given the next business day after deposit with the courier and notices mailed shall be deemed to have been given on the second business day following deposit of same in any United States Post Office mailbox in the state to which the notice is addressed or on the third business day following deposit in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth above. Notices tele-copied shall be deemed delivered the same business day received. The addresses, addressees, and telecopy number for the purpose of this Section, may be changed by giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change is received, the last address and addressee and telecopy number stated by written notice or provided herein if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

TIME IS OF THE ESSENCE:

Time is of the essence for this Second Conditional Offer as it will expire on Thursday April 27th, 2023, at 5:00 p.m. and become null and void if the Seller does not respond. All Parties shall perform their obligations under this Agreement strictly within the required time frames.

This letter confirms the mutual understanding of the Parties with respect to the matters contained herein. Please confirm your acceptance of the Agreement by signing and returning the same. If the County does not receive a fully executed original of this letter by 5:00pm Thursday April 27th, 2023, this Second Conditional Offer will be deemed withdrawn and be of no further force or effect. If you have any questions, concerning any aspects of this Second Conditional Offer, please contact Bob Tomiyasu at (702) 455-0110 or Jaime Leary at (702) 455-2465.

Respectfully,

Lisa Kremer
Director of Clark County Real Property Management

Approved as to form:

Nichole Kazimirovicz
Deputy District Attorney

ACCEPTANCE:

The undersigned accepts Clark County's Second Conditional Offer as written above pursuant to all terms and contingencies. This Second Conditional Offer embodies all the consideration agreed to between Clark County and the undersigned.

Atomic Cocktail LLC.

Signature: DocuSigned by: LANCE JOHNS AF5EEAEE52DA4A0...

Print Name: LANCE JOHNS

Title: Owner

Date: 4/26/2023

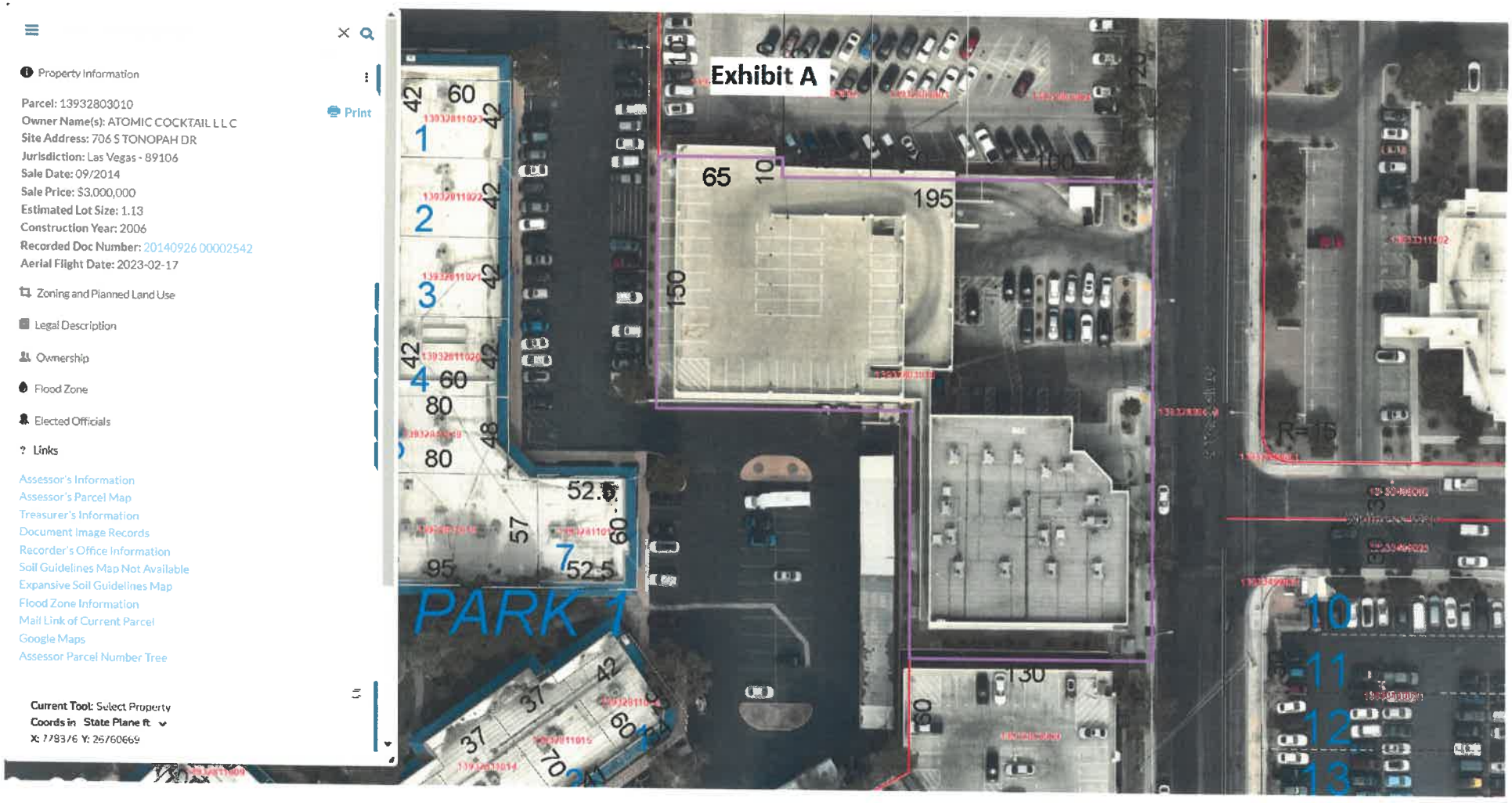
Signature: _____

Print Name:

Title:

Date: _____

Cc: Randall J. Tarr, Deputy County Manager
Nichole Kazimirovicz, Deputy District Attorney
Bob Tomiyasu, Property Acquisition Administrator
Jaime Leary, Right of Way Agent II
Shirley Hudgins-Brown, Right of Way Agent I



UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc.**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment One to Agreement for Transplant Services with Nevada Donor Network, Inc. for organ recovery, arrangement and associated transplantation services; or take action as deemed appropriate. *(For possible action)*

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000719200
Funded Pgm/Grant: N/A
Description: Organ Recovery and Transplant Services
Bid/RFP/CBE: NRS 332.115.1(a) – Sole Source
Term: Amendment 1 – from 1/1/2023 to 12/31/2023
Amount: Amendment 1 – additional NTE $12,000,000
Out Clause: 30 days w/o cause

BACKGROUND:

Since 1997, UMC has had an agreement with Nevada Donor Network, Inc. ("NDN") for kidney organ recovery, arrangement and associated transplantation services between donors and recipients. On December 12, 2018, the Governing Board approved a new agreement with NDN to continue to serve as the organ and tissue procurement agency for UMC.

This Amendment 1 adds 'pancreas' organ for transplant recovery and increases the funding under the agreement by $12,000,000 for services performed from January 1, 2023 to December 31, 2023. The request for additional funding is due to an upsurge in transplant volumes at UMC's Center for Transplantation and an increase to the standard acquisition cost.

UMC is an approved Transplant Hospital per Title 42 of the Code of Federal Regulations, together with the requirements of the United Network for Organ Sharing (UNOS). UMC is mandated under these requirements to have an agreement with a federally designated Organ Procurement Organization (OPO), with a tissue and eye bank. NDN is the federally designated organ, tissue and eye procurement organization in the State of Nevada. This amendment is necessary to maintain compliance with CMS for conditions of participation of Transplant Hospitals, conditions of coverage for OPOs, and state law.

Cleared for Agenda
May 24, 2023

Agenda Item #
16

In accordance with NRS 332.115.1(a), this service is a sole source and the competitive bidding process is not required as there is no other provider of these services.

UMC's Transplant Services Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

Nevada Donor Network, Inc. currently holds a Clark County business license.

AMENDMENT ONE TO AGREEMENT FOR TRANSPLANT SERVICES

This Amendment One ("**Amendment**") is made and entered into as of this 20th day of June, 2023, 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 "**Transplant Hospital**") and NEVADA DONOR NETWORK, INC. (hereinafter referred to as "**NDN**").

RECITALS:

WHEREAS, the parties entered into an Agreement for Transplant Services dated January 1, 2019 (hereinafter referred to as "**Agreement**") for recovery, arrangement and associated transplantation of donor organs and tissue; and

WHEREAS, the parties desire to amend the Agreement with this Amendment.

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

1. Throughout the Agreement, any and all reference to "kidney" shall be deleted and replaced with "kidney and pancreas."

2. Section V, Reimbursement Fee to NDN, the funding is hereby amended to add an additional not to exceed amount of $12,000,000 for the period from January 1, 2023 to December 31, 2023.

3. Exhibit A, List of Organ Programs Covered by this Transplant Agreement, is hereby amended to add "Pancreas."

4. This Amendment may be executed in one or more counterparts, each of which shall be considered to be an original for all purposes and all of which together shall constitute one and the same instrument. Any party hereto may deliver its signature to this Amendment electronically (including without limitation by emailing its signature in portable document format [PDF] or similar electronic format), which will be legally effective and enforceable.

5. Except as expressly amended in this Amendment, the remainder of the Agreement shall remain in full force and effect. All references to the Agreement shall include this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

By: _____
Mason Van Houweling
Chief Executive Officer

NEVADA DONOR NETWORK, INC.

By: DocuSigned by: Joseph Ferreira C10C277375CA45A...
Joseph Ferreira
President and CEO

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:

Corporate/Business Entity Name:	Nevada Donor Network, Inc	
(Include d.b.a., if applicable)		
Street Address:	2055 E Sahara Ave	**Website:**
City, State and Zip Code:	Las Vegas, NV 89052	**POC Name: Jason Mahfood** **Email: jmahfood@nvdonor.org**
Telephone No:	702-796-9600	**Fax No:**
Nevada Local Street Address: **(If different from above)**		**Website: www.nvdonor.org**
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)

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

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

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

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

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

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

DocuSigned by:
Joseph Ferreira
C19C277975CA45A...
Signature

Joseph Ferreira
Print Name

President/CEO
Title

5/17/2023
Date

LEADERSHIP

Joe Ferreira
President & Chief Executive Officer

Jason Mahfood
Chief Financial Officer

Jacquelyn Warn
Chief Quality Officer

Tyre L. Gray, Esq.
Chief Administrative Officer

Steven Peralta
Foundation President

Dan Lunn
Vice President of Tissue Operations

Sara Levinson
Vice President of People, Culture + Development

Elizabeth Shipman
Senior Director of Organ Services

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Sebastian Giwa, PhD - CEO, Sylvatica Biotech
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Dr. Trudy Larson - Professor and Dean, UNR School of Community Health Science (Retired)

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Gabriela Gregory, MD, Vice Chair - Neurologist, Sunrise Hospital & Medical Center
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Dave Tyrell - Transplant Administrator/Clinical Director For University Medical Center of Southern Nevada, Center For Transplantation
Denise Valdez - 8 News Now, Journalist
Guang Tsai, MD - Anesthesiologist, Summit Anesthesia
John H. Nielson, MD - Orthopedic Surgeon, Pediatric & Adolescent Sports Medicine
Martin Mlezcko - Deputy Chief, Nevada Department of Public Safety
Meena Vohra, MD, FAAP - Pediatrician, UMC Children's Hospital of Nevada
Melissa Cipriano - Executive Director, Children's Heart Foundation
Paul Chestovich, MD - Assistant Professor, UNLV School of Medicine; Trauma Surgeon, University Medical Center
Peter DeBry, MD - Ophthalmologist, Nevada Eye Surgery
Rajy Rouweyha, MD - Eye Bank Medical Director, Nevada Donor Network
Sheldon Paul, MD, FACOG - Obstetrician-Gynecologist, WHASN
Sunil Patel, MD - Transplant Surgeon, University Medical Center

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue:	**Amendment III to Standard Office Lease Agreement with 701 Medical, LLC**	**Back-up:**
Petitioner:	Jennifer Wakem, Chief Financial Officer	**Clerk Ref. #**

Recommendation:

That the Governing Board Audit and Finance Committee review and recommend for approval by the Board of Hospital Trustees for University Medical Center of Southern Nevada, the Amendment III to Standard Office Lease Agreement between 701 Medical, LLC and University Medical Center of Southern Nevada for rentable space for the UMC Wellness Center at 701 Shadow Lane; or take action as deemed appropriate. ***(For possible action)***

FISCAL IMPACT:

Fund Number: 5420.000
Fund Name: UMC Operating Fund
Fund Center: 3000726300
Funded Pgm/Grant: N/A
Description: Wellness Center Lease Agreement
Bid/RFP/CBE: N/A
Term: Amendment 3 – extend through 8/31/2028
Amount: Amendment 3 –
Base Rent - $21,350.70 for July 2023 and August 2023; $37,692 monthly beginning September 2023
CAM - $0.69 per square foot per month (credit of $4,728.57/month for July 2023 and August 2023)
Adjusted Base Rent – commencing July 1, 2024
Out Clause: Budget Act and Fiscal Fund Out

BACKGROUND:

On March 21, 2006, the Board of Hospital Trustees approved the Standard Office Lease Agreement ("Agreement") with 701 Medical, LLC ("Landlord") for the Wellness Center office space located at 701 Shadow Lane, Suite 200. The Agreement term was for ten (10) years ending October 31, 2016. Amendment I, effective October 3, 2008, updated the rental rate, term and square footage. Amendment II, effective February 6, 2018, updated the business name, monthly rental rate and term.

This Amendment III will allow UMC to lease additional space, specifically, Suite 200 and 300 on the 2nd and 3rd floors of the medical building and gain additional parking spaces. The term of the lease also extends through August 31, 2028. UMC will receive tenant improvements of no more than ten dollars per square foot for the additional space, and a credit of $4,728.57 for the months of July and August, 2023.

Cleared for Agenda
May 24, 2023

Agenda Item #
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The Department of Business License has determined that the Landlord is not required to obtain a Clark County business license nor a vendor registration.

UMC's Support Services Executive Director has reviewed and recommends approval of this Amendment. This Amendment has been approved as to form by UMC's Office of General Counsel.

AMENDMENT III

DATE: May___, 2023

LANDLORD: 701 Medical LLC, a Nevada limited liability company

TENANT: University Medical Center of Southern Nevada

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Standard Office Lease Agreement dated as of March 21, 2006, as amended by Amendment I dated as of October 3, 2008, and as amended by Amendment II dated as of January 4, 2018 (collectively, the "Lease"), be further amended as follows:

The terms and conditions of this Amendment III shall become effective as of July 1, 2023.

DELETE: 2.a. Base Rent table and "Within 180 days written notice Tenant will have the option to extend the Lease to 12/31/2026; rate subject to annual CPI."

ADD: 2.a. Base Rent: July 1, 2023 Base Rent will equal $21,350.70
August 1, 2023, Base Rent will equal $21,350.70
On September 1, 2023, Tenant's Base Rent will increase to $452,304.00 per year in equal monthly installments, subject to annual adjustments pursuant to Section 5.2.a, with the next adjustment on September 1, 2024.

DELETE: 2.g. Expiration Date: June 30, 2023, with option to extend to December 31, 2026 unless otherwise sooner terminated in accordance with the provisions of this Lease.

ADD: 2.g. Expiration Date: August 31, 2028, unless otherwise sooner terminated in accordance with the provisions of this Lease.

DELETE: 2.j. Monthly Installments of Base Rent: In accordance with the table in Section 2.a.

ADD: 2.j. Monthly Installments of Base Rent: Beginning September 1, 2023 are $37,692.00 per month, subject to annual adjustment pursuant to Section 5.2.a.

DELETE: 2.k Parking: Tenant shall be permitted to park 12 non-exclusive visitor cars on the ground floor exterior to the parking garage. Tenant shall be permitted to park 8 non-exclusive employee and visitor cars on the third (3rd) floor of the parking structure. Tenant shall be permitted to park 30 non-exclusive employee and visitor cars on the second (2nd) floor of the parking structure at a rental rate of $45 per space per month. All other parking on the premises shall be on a non-exclusive basis subject to a rental rate of $45 per space per month. Tenant agrees to be obligated to pay parking fees for the use of spaces, other than those located on the third (3rd) parking level, which Tenant or Tenant's employees use. Should Tenant or Tenant's employees park in areas other than the designated uncovered parking areas on the ground floor and the third (3rd) floor of the parking structure, unless previously rented by Tenant or Tenant's employees, Tenant shall pay for the monthly cost of the spaces and the costs of policing the parking areas for that month. Tenant shall abide by any and all additional parking regulations and rules established from time to time by Landlord or Landlord's parking operator. See attached parking plan for each level.

ADD: 2.k Parking: Tenant shall be permitted to park 16 non-exclusive visitor cars on the ground floor exterior to the parking garage. Tenant shall be permitted to park 19 non-exclusive employee and visitor cars on the third (3rd) floor of the parking structure. Tenant shall be permitted to park 39 non-exclusive employee and visitor cars on the second

(2nd) floor of the parking structure at a rental rate of $45 per space per month. All other parking on the premises shall be on a non-exclusive basis subject to a rental rate of $45 per space per month. Tenant agrees to be obligated to pay parking fees for the use of spaces, other than those located on the third (3rd) parking level, which Tenant or Tenant's employees use. Should Tenant or Tenant's employees park in areas other than the designated uncovered parking areas on the ground floor and the third (3rd) floor of the parking structure, unless previously rented by Tenant or Tenant's employees, Tenant shall pay for the monthly cost of the spaces and the costs of policing the parking areas for that month. Tenant shall abide by any and all additional parking regulations and rules established from time to time by Landlord or Landlord's parking operator. See attached parking plan for each level.

DELETE: 2.l Premises: that portion of the Building containing approximately 9,667 +/- square feet of rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building and known as Suite 200.

ADD: 2.l Premises: that portion of the Building containing approximately 10,597 +/- square feet of Rentable Area, and that portion of the Building containing approximately 6,853 +/-, together, as shown by notation on Amendment III Exhibit "A" located on the 2nd and 3rd floors of the Building and known as Suite 200 and Suite 300 respectively.

DELETE: 2.r Tenant's Proportional Share: 32.28%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of one (1) building containing total Rentable Area of 30,904 +/- square feet.

ADD: 2.r Tenant's Proportional Share: 57.14%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of one (1) building containing total Rentable Area of 30,296 +/- square feet.

DELETE 2u. Common Area Maintenance Fee "CAM": Tenant shall pay Landlord Tenant's Portion of allowable common area maintenance expenses based on its proportionate leasable building area compared to the gross leasable area of the shopping center. Landlord makes no representations or warranties regarding the current or future costs of CAM expenses. The CAM expenses currently include: insurance and taxes, common area utilities, contract services (landscape and pressure washing) and general maintenance (fire, life safety, lighting, plumbing, window cleaning). The current estimated CAM charge is $ .40 per square foot per month.

ADD 2u. Common Area Maintenance Fee "CAM": Tenant shall pay Landlord Tenant's Proportional Share of allowable common area maintenance expenses based on its proportionate leasable building area compared to the gross leasable area of the building. Landlord makes no representations or warranties regarding the current or future costs of CAM expenses. The CAM expenses currently include: insurance and taxes, common area utilities, contract services (landscape and pressure washing) and general maintenance (fire, life safety, lighting, plumbing, window cleaning). The current estimated CAM charge is $ .69 per square foot per month. For only the months of July and August 2023, Tenant will receive a CAM Credit of $4,728.57 per month.

DELETE: 5.2.a. Adjusted Base Rent: The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2.a. shall be adjusted annually (the "Adjustment Date"), commencing on July 1, 2023. Adjustments, if any, shall be based upon increases (if any) in the

"Price Index" not to exceed three percent (3%) annually. "Price Index" means the CPI-U (Consumer Price Index for All Urban Consumers): US city average published and calculated by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average (1982-4 = 100). The Price Index will be the reported average of the prior twelve (12) months to the most recent quarter as published in that CPI-U report or the annual CPI-U Price Index if the quarterly report is not applicable. If the Price Index for any Adjustment Date is equal to or less than the Price Index for the preceding Adjustment Date, the Base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

ADD: 5.2.a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2.a shall be adjusted annually (the "Adjustment Date"), commencing on July 1, 2024. Adjustments, if any, shall be based upon increases (if any) in the "Price Index". "Price Index" means the CPI (Consumer Price Index) published and calculated by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average (1982-4 = 100). The Price Index in publication three (3) months before July 1, 2024, shall be the "Base Index." The Price Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index." As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the then-current Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index (or the prior year's Comparison Index, as applicable). If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of the July 1, 2024, Adjustment Date), the Base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

ADD: Section 38. ADDITION OF NEW SUITES

Tenant desires to lease from Landlord the remainder of the suites in the Building which are not occupied by Tenant (each, a "Suite") as such Suites become available for lease. Therefore, Landlord, at Landlord's sole discretion, may offer to Tenant any Suite in the Building which becomes available for lease during the remainder of the Term, on the following terms:

(a) Landlord shall give Tenant at least ninety (90) days' prior written notice (the "New Suite Notice") of the availability of the particular Suite (the "New Suite").

(b) The "New Suite Commencement Date" will be the date (at least 90 days after delivery of the New Suite Notice) that the Landlord delivers possession of the New Suite to Tenant. Landlord shall deliver the New Suite to Tenant in broom clean condition, but no improvements or alterations will be made to the New Suite by Landlord, and Tenant shall be responsible for making any desired alterations to the New Suite in accordance with Section 12 of the Lease. Should Tenant request Landlord to make improvements to the New Suite, then Landlord will contribute no more than ten ($10) per square foot in a Tenant Improvement Allowance to help make the space ready to the Tenant. Any additional costs of such improvements will be amortized over the remaining term of the lease. All improvements will be subject to mutually agreed upon plans and costs.

(c) As of the New Suite Commencement Date, the New Suite shall be added to the Premises and shall be deemed part of the Premises for all purposes, and all of the Lease provisions will apply to the Premises.

(d) The term of lease for the New Suite shall be the same as the Term of the Lease.

(e) As of the New Suite Commencement Date, Base Rent under the Lease shall be increased for the additional Rentable Area of the New Suite at the same rate per square foot as the then applicable Base Rent under the Lease. Base Rent for the New Suite shall be adjusted at the same rate and time as Base Rent adjustments for the remainder of the Premises.

(f) As of the New Suite Commencement Date, Tenant's Proportionate Share shall be adjusted to include the New Suite.

(g) As of the New Suite Commencement Date, the number of parking spaces allocated to Tenant shall be adjusted based on the Rentable Area of the New Suite.

(h) As of the New Suite Commencement Date, any other provision of the Lease which is required or would be appropriate to modify on account of the addition of the New Suite to the Premises shall be deemed modified as reasonably and equitably required.

(i) Promptly after the New Suite Commencement Date, Landlord and Tenant shall execute an amendment to the Lease including at least the following information: (i) identification of the New Suite with the applicable update to Exhibit A attached to the Lease; (ii) the New Suite Commencement Date; (iii) the Rentable Area of the New Suite, and the Rentable Area of the Premises as increased by the Rentable Area of the New Suite, (iv) the adjustment to Tenant's Proportionate Share based on the addition of the New Suite; (v) the adjusted Base Rent under the Lease based on the addition of the New Suite; and (vi) the adjustment to Tenant's allocated parking spaces.

ADD: Section 39. LANDLORD SOLICITATION

If Landlord receives a bona fide third-party offer to purchase the building, then Landlord, in Landlord's sole discretion, may notify Tenant of such offer and solicit Tenant to purchase the building under similar terms and conditions. If Landlord and Tenant cannot agree on terms for Tenant to purchase the building, then Landlord may pursue other likely purchasers.

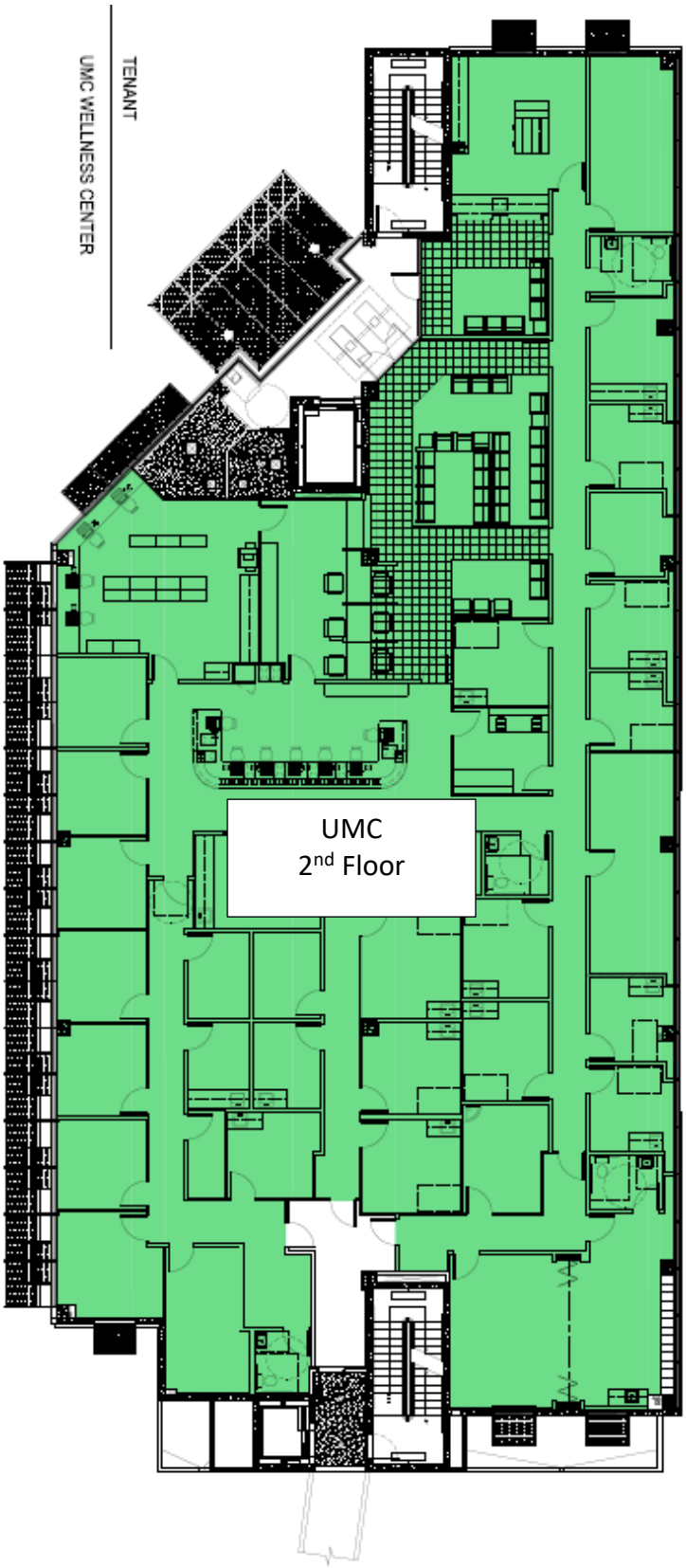
ADD: Section 37.w Taking: Upon execution of Amendment III Tenant will allow 60 days for occupant of Suite 300 to vacate the suite.

Subject to the modification of the Lease by this Amendment, the Lease is affirmed and remains in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall together constitute one and same instrument.

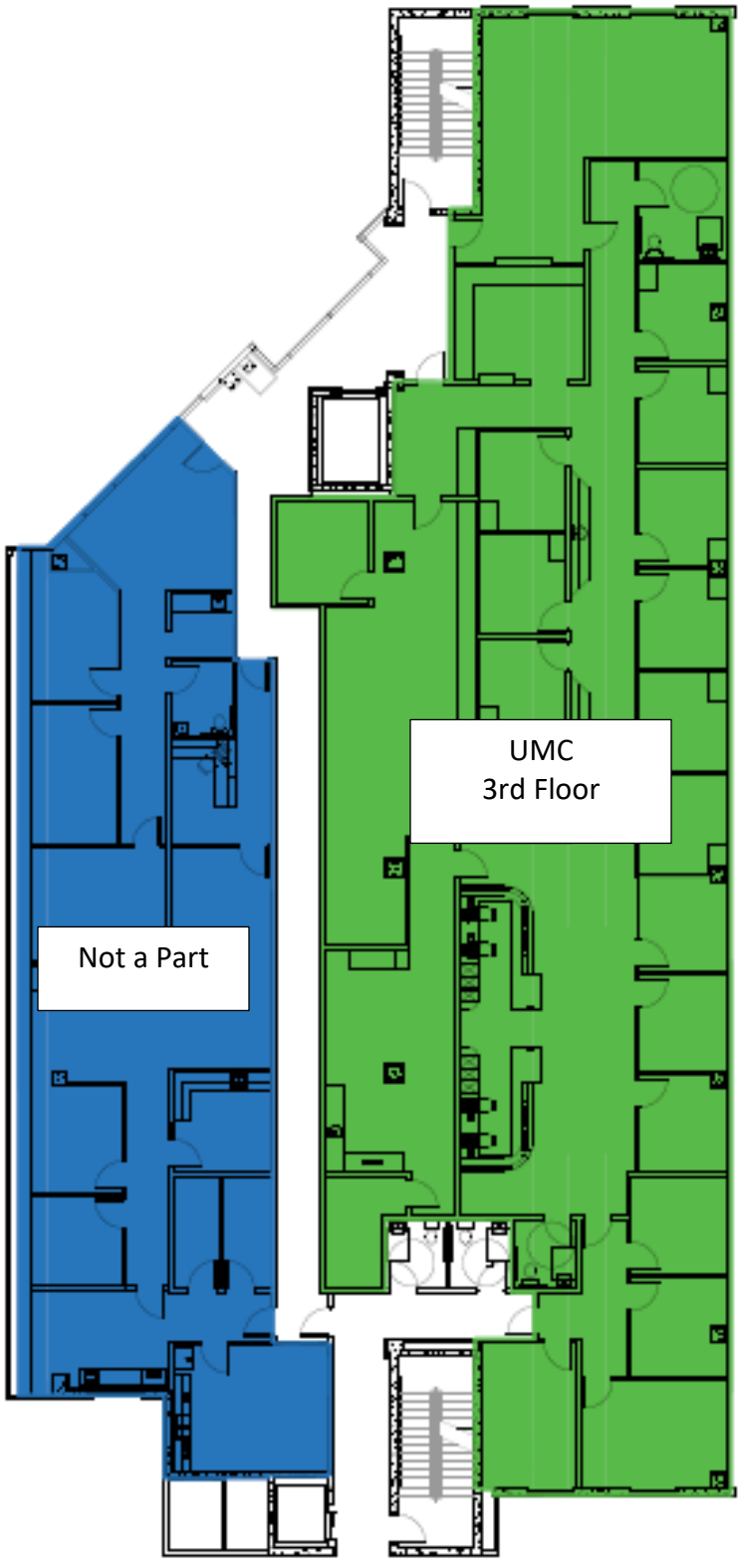
701 MEDICAL LLC, a Nevada limited liability company	**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
By: 710 Tonopah, LLC, a Nevada limited liability company, its Manager	
By: Delta Point, L.L.C., a Nevada limited liability company, its Manager	By: _____
By: Real Estate Advisors, LLC, a Nevada limited liability company, its Manager	Print Name: _____
	Title: _____
By: _____ Louis V. Carnesale, Manager	Date: _____

Date: _____

Amendment III
Exhibit A



Amendment III
Exhibit A (Cont'd)



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: 0

Corporate/Business Entity Name:	701 Medical, LLC	
(Include d.b.a., if applicable)		
Street Address:	701 Shadow Lane, Suite 300	**Website:** none
City, State and Zip Code:	Las Vegas, NV 89106	**POC Name:** Barry Lindemann **Email:** barryl@taylorfinancialllc.com
Telephone No:	702-358-1110	**Fax No:** none
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)
Louis Carnesale	Owner	50%
John Carnesale	Owner	50%

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 — Barry Lindemann (Print Name)

Asset Manager (Title) — 5-18-2023 (Date)

REVISED 7/25/2014

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
GOVERNING BOARD AUDIT AND FINANCE COMMITTEE
AGENDA ITEM

Issue: **Emerging Issues**	**Back-up:**
Petitioner: Jennifer Wakem, Chief Financial Officer	

Recommendation:

That the Audit and Finance Committee identify emerging issues to be addressed by staff or by the Audit and Finance Committee at future meetings; and direct staff accordingly. ***(For possible action)***

FISCAL IMPACT:

None

BACKGROUND:

None

Cleared for Agenda
May 24, 2023

Agenda Item #
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